



KENYA INSTITUTE OF CURRICULUM DEVELOPMENT

**TENDER FOR DESIGN, SUPPLY, INSTALLATION AND
COMMISSIONING OF INTERNET PROTOCOL
TELEPHONY SYSTEM**

TENDER NO: KICD/25/2019-2020

MARCH 2020

INTRODUCTION

The Kenya Institute of Curriculum Development (KICD) is a state corporation established through KICD Act No. 4 of 2013. It is the National Curriculum and Research Center charged with the responsibility of conducting research and developing curriculum and curriculum support materials for Basic, Tertiary Education and Training.

Vision

“A centre of excellence in transformative and globally competitive curricula”

Mission

“To provide quality curriculum and curriculum support materials responsive to the needs of the society”

The Institute wishes to Invite Eligible bidders to tender for Supply, Installation and Commissioning of a System to design, develop and disseminate Interactive Digital Content

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SECTION I - INVITATION TO TENDER

TENDER REF NO. KICD /25/2019 - 2020

TENDER NAME: TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INTERNET PROTOCOL TELEPHONY SYSTEM

- 1.1** The Kenya Institute of Curriculum Development invites sealed tenders from eligible candidates to tender for Supply, Installation and Commissioning of internet protocol telephony system
- 1.2** Interested eligible candidates may obtain further information and inspect tender documents at the Procurement office, Kenya Institute of Curriculum Development, P.O. Box 30231 00100 Nairobi, Murang'a Road during normal working hours.
- 1.3** A complete set of tender documents can be obtained by interested candidates upon payment of non refundable fee of **NIL** for each tender document payable in cash at the Institute's Cash Office.
- 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 are to be enclosed in plain sealed envelopes marked with The Tender Name and reference number and be deposited in the **Tender Box** at **NACECE** building ground floor or be addressed to the Director, Kenya Institute of Curriculum Development so as to be received on or **before 11th may, 2020, at 10.00 a.m.**
- 1.6** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the Kenya Institute of Curriculum Development, NRC Seminar Room3.

Assistant Director Supply Chain Management
For Director/CEO
Kenya Institute of Curriculum Development

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, installation and commissioning of the equipment by the intended completion date **NOT LATER THAN 30 DAYS FROM THE DATE OF SIGNING OF CONTRACT.**
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (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 Equipment

- 2.2.1 All equipment 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 be **NIL**
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document before purchase.

2.4. Contents of 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;
- (xiv) Declaration form; and
- (xv) Request for Review 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;
- (d) tender security furnished in accordance with paragraph 2.14; and
- (e) Confidential Business Questionnaire.

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 be entered separately in the following manner:

- a) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- b) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- c) Installation charges shall also be indicated separately for each equipment.

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;
- (b) 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 tenders 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; and

- (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.

2.14.1 The tender security shall be in the amount of 100,000/= valid for 120days after the date of tender opening.

2.14.2 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

2.14.3 The tender security shall be denominated in Kenya Shillings and shall be in the form of

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

2.14.4 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

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

2.14.6 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

2.14.7 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:
 - 1) to sign the contract in accordance with paragraph 2.27 or
 - 2) 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 Tenders 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 Tenderer 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 un-amended 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 (11th may, 2020 at 10.00 a.m.)” 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”.

2.17.3 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 **11th may, 2020, at 10.00 a.m.**

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, at **10:00am, 11th May, 2020** in the NRC located within KICD Premises.

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.

2.21.3 Clarification by potential bidders must be received by the procuring entity seven (7) days before the closing date of the 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 affect 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 on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(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 its 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 this 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.

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.

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

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.

Clause Reference

(i) The name of the Client is:

**Kenya Institute of Curriculum Development
P.O. Box 30231-00100
NAIROBI**

(ii) The method of selection is: **Bidder with highest combined score**

(iii) The tenderer deserves the right of the Client's official name(s), address (es) and telephone numbers which are:

Name	Kenya Institute of Curriculum Development
Physical Location	Desai Road, off Muranga Road
Address	P.O. Box 30231 – 00100 Nairobi, Kenya.
Phone	(020) 3749900-3, 0729327334
Fax	(020) 3745558 / 3746972
Website	www.kicd.ac.ke
Email	<u>info@kicd.ac.ke</u>

(iv) KICD will provide the following inputs: clarification of any enquiries:

a) Clarification on a need basis

N/B. Bidders **must submit original and 1 additional copies** of each tender.

(v) The proposal submission address is:

**The Director/CEO
Kenya Institute of Curriculum Development
P.O. Box 30231-00100
NAIROBI**

(vi) Proposals must be submitted not later **than 11th May, 2020 at 10:00 am**. Bids received after closing time will not be considered

(vii) The minimum technical score required to pass: **75%**

The weights given to the Technical and Financial Proposals are:

i. Technical Score = 80%

ii. Financial score = 20%

a) Bidders **MUST** submit copies the following statutory documents to be used for preliminary evaluation:

2.14.1	der security will be Kshs. 200,000/= of total bid price in form of a bank guarantee OR bankers cheque in favor of KICD, and valid for a further 30 days beyond the tender validity period
2.18.1	<i>Tender closing and opening date</i> <i>11th May, 2020 at 10:00 am</i>
2.29.1	<i>Performance Security will be NIL% of the total bid price</i>

- b) Bidders **MUST** submit copies the following documents to be used for Technical and Financial Evaluation

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1 - Eligible Tenderers	<p>The Tenderer MUST provide the following Mandatory requirements (failure to submit the mandatory requirements will lead to disqualification from the tender process- Preliminary Evaluation)</p> <ul style="list-style-type: none"> a) <i>Tender closing and opening date 11th May,2020 at 10:00 am</i> b) Statutory Government Registration Certificates and other c) documents d) Company Registration Certificate, e) Kenya `1Revenue Authority PIN Certificate, f) Kenya Revenue Authority Valid Tax Compliance Certificate, g) Valid Business Trading License, h) Dully Filled, signed and stamped Tender Form. i) Confidential Business Questionnaire, duly filled and signed, j) Audited financial statement reports for the past three years. (For clarity, the past three years refers to the last three continuous audited periods of the bidder including or immediately preceding the year referenced in the issue date of this tender.) Kshs 200,000.00 (Kenya Shilling one hundred thousand) k) Tender Security Valid for 180 days after Tender opening date. l) Valid Manufacturer or Distributor Authorization Form in case of supply of software or equipment that the bidder does not manufacture or produce. (Please provide m) Authorization Registration Number from the Vendor for Verification.) n) One Envelopes for both Technical and Financial Proposal together with a copy set. o) Tenderers must fill the Bio data form attached to this tender document in Line with Executive Order No.2 Of 2018. p) Certificate of Accreditation by ICT Authority on the relevant category q) Bidders must provide duly filled and signed Bidder's Declaration and Integrity Pact) r) Tenderers Must serialize all pages for each bid submitted, both original and copy. s) Proven Physical location of the company/firm (attach evidence e.g. title deed, valid lease agreements or valid business permit).

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 superseded 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 thirty (30) 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 to the procuring entity and shall be in the form of:

- a) Cash;
- b) Bank guarantee;
- c) Such insurance guarantee approved by the Authority; and
- d) Letter of credit.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not late 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 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 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

3.14.1 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. Liquidated Damages

3.17.1 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.

3.18. Resolution of Disputes

3.18.1 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

3.18.2 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.

3.19. Language and Law

3.19.1 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

3.20. Force Majeure

3.20.1 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.

3.21 Notices

3.21.1 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.

3.21.2 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 (SCC) shall supplement the General Conditions of Contract (GCC). 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
- 4.3 This will be a turnkey project

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.0	<i>Tender security kshs.200,000/= valid for 120days after tender opening</i>
3.7.1	<i>performance security will be NIL% of the total bid price</i>
3.12.1	<i>The Institute will pay the grand total price of the contract upon supply, installation (where applicable) , inspection and acceptance on the project by relevant authorities</i>
3.19.1	<i>Disputes resolution will be based on Kenyan law</i>

SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

- 5.1 The tenderers may use additional paper as will be necessary to indicate the details of their costing.
- 5.2 **Prices MUST be indicated in Kenya Shillings.**

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

The works relates to Supply, Installation Live Streaming that it is conditional for all systems to have a comprehensive warranty lasting at least one year after commissioning.

Summarized list of Goods

Demand table of goods in IP telephony project

ID	Device	Qty	No.	
1.	IP Telephone Switching System	No	1	
2.	Executive IP Phone (Type I)	No.	5	
3.	Managerial IP Phone (Type II)	No.	32	
4.	Standard IP Phone (Type III)	No.	250	
5.	Conference IP Phones	No.	4	
6.	Operator IP Phone + Console	No.	2	
7.	POE Switches 24 port as per specs	No.	8	
8.	Patch panels with patch cords	NO	8	
9.	Patch cords to all phones 3M= 250 and 5M= 50	NO	300	
10.	Warranty for all equipment's supplied 9x5xNBD service 2 year	Lot	Lot	
11.	Training and knowledge transfer to technical team	No	15 staff	
12.	Any other requirement deemed by the bidder necessary for the full implementation of the Solution	Lot		
13.				

Bidders should provide supporting Brochures for all equipment and relevant certificates for prove of staff qualifications.

All references letters must be addressed to KICD.

SECTION VI - TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR IP TELEPHONY SYSTEM PARTICULARS FULL SYSTEM MINIMUM TECHNICAL SPECIFICATIONS

1.0 DESCRIPTION OF THE SITES

The Kenya Institute of Curriculum Development is seeking to hire a reputable ICT firm to design and implement Internet Protocol Telephony system

2.0 DESCRIPTION OF THE PROJECT

The works comprise the supply, installation, testing and commissioning of the following:

- IP telephone switching system
- IP Desk phones
- POE Switches
- Cabling
- Conference Phones

3.0 REGULATIONS

The contractor shall, in the execution and completion of the works in the detailed design for which he/she is responsible to comply with the provisions of the following as necessary and relevant:

- National Construction Authority (NCA)
- Communication Authority of Kenya (CAK)
- Certificate of Accreditation to the ICT Authority (ICTA)
- The By-Laws and Permits of the Local Authority

4.0 SCOPE OF WORK

The scope of work will be to supply and install IP Telephony system for the KICD headquarters at Desai Rd. The system should cover all the areas currently covered by the existing analogue system. The IP Telephony should integrate seamlessly with the Local Area Network (LAN). The bidders should visit the site and establish all the components required for a full IP Telephony system powered by POE.

5.0 SPECIFIC NOTES TO TENDERERS

EXTENT OF INSTALLATION

The Contractor shall carry out all the necessary works for successful installation of the services mentioned as described and set out in the technical specifications, Bills of Quantities and accompanying drawings to the satisfaction of the client.

This will include the supply & delivery of equipment, fix, install, connect, test, label, commissioning & the associated labor to a clean and neat working system that meets every detail as described in the specification

WARRANTIES

All equipment supplied under the scope, including all associated installations shall be warranted by the manufacturer against electronic failure for at least two years.

The **bidder to specify the recommended lifespan (if any)** of the system by which date replacement of the entire system is recommended.

6.0 SYSTEM SPECIFICATIONS

The items described in the schedules to be priced are to meet the under listed minimum specifications and of the stated model or equal and approved:

6.1 FUNCTIONAL REQUIREMENTS OF IP TELEPHONY AT KICD

- 1) **The IP telephone switching system should support up to 1000 users without the need to add any additional hardware component and to integrate with the existing IP PBX at the call center.**
- 2) **The IP PBX implements the IP telephony function including operations such as call control, media gateway access control, resource allocation, protocol processing, routing, authentication, and charging/Call detail records.**
- 3) **The IP PBX shall support the SIP (RFC 3261) protocols. Party B (supplier) shall provide description of the support of the SIP protocols by the IP PBX.**

- 4) **The IP PBX shall work with IP network. Party B (supplier) shall provide description of the network interface. The key modules shall support backup feature, including but not limited to:**
- 5) Load sharing of media resource modules shall be supported.
- 6) **The IP PBX system shall support connection to PSTN with at least 10 FXO, two E1 Trunk lines and 10 FXS for analog stations such as Fax Machines: The system should also support PRA, R2,Qsig or SS7 (ISUP and TUP),T1 Trunk: PRI,Qsig.**
- 7) **The IP PBX shall support to receive, store and forward at least 32 digits of a number. And at least 32 of it can be analyzed.**
- 8) **The IP PBX shall support T.30 and T.38 for fax.**
- 9) **The IP PBX shall support ONLY (One Number Link You) service:**

The following functions shall be supported:

1. Each user of the IP PBX shall have only one number. Multiple extensions can be bound with it, including internal extension, PSTN number and cell phone number.
2. When the user is busy and a new call arrives, the system will act according to the busy select mode setting: does not call any terminal, call all the terminals, call the busy terminal or call idle terminals.
3. Two different sequential ring modes shall be supported, alternate ring and appended ring.
4. The priority of a terminal can be set.
5. The interval of sequential ring can be set by user.

The IP PBX shall support automatic attendant.

1. The automatic attendant shall be provided with the IP PBX directly.
2. When an incoming call comes to the automatic attendant, the system shall automatically pickup the call, play welcome prompt and collect digits of internal extension number.
3. The playing voice and the capability of number collecting and analyzing should be customized.

4. At least 10 different automatic attendants, scalable to at least 256 should be supported for different departments.

The IP PBX shall support Intelligent Routing function.

The following functions shall be supported:

1. Time segment- based routing
2. Charging rate-based routing
3. Load sharing of routing
4. Percentage-based polling routing
5. Rerouting
6. Subscriber Level-based routing
7. Trunk balance routing

The IP shall support the following services:

Table 1-1 Supplementary Services

Supplementary Service		Description
Local number querying service		By dialing a special prefix on a phone, a subscriber can query the phone number.
Calling line identification services	Service of calling line identification presentation	When a subscriber has an incoming call, the phone of the subscriber can display the number of the caller.
	Service of calling line identification restriction	When a subscriber makes an outgoing call, the number of the subscriber will not be displayed on the phone of the called party irrespective of whether the called party has the CLIP service right.

Supplementary Service		Description
Calling Name Identification	Calling Name Identification Presentation (CNIP)	Calling Name Identification Presentation is a terminal service that provides the name associated with the calling party number.
	Calling Name Identification Overstepping	This service allows the called party to present the calling name although the calling party has restricted displaying the name.
Call forwarding services	Service of call forwarding unconditional	Through the call forwarding unconditional (CFU), all the incoming calls of a subscriber are forwarded to a specified number regardless of the status of the subscriber.
	Service of call forwarding no reply	Through the call forwarding no reply (CFNR), an incoming call of a subscriber is forwarded to a specified number if the subscriber does not answer it within 20 seconds.
	Service of call forwarding busy	Through the call forwarding busy (CFB), all the incoming calls of a subscriber are forwarded to a specified number if the subscriber is busy.
	Service of call forwarding offline	Through the call forwarding offline (CFO), all the incoming calls of a subscriber are forwarded to a specified number when the subscriber is offline.
	Service of call forwarding conditional	Through the call forwarding conditional (CFC), all the incoming calls of a subscriber are forwarded to a specified number based on caller number, hour and condition or status of ONLY. Besides, the incoming calls can be forwarded to different numbers based on different numbers and status.

Supplementary Service		Description
Call transfer service		Through the call transfer, a subscriber can transfer a call to a third party by pressing the hook flash key or transfer key. Then the subscriber quits the talk.
Call hold service		Through the call hold, a subscriber can stop an ongoing conversation, and then the subscriber can resume the conversation when necessary.
Call park service		Through call park, a subscriber can hold the current call and resume the held call on another intra-office phone. If the subscriber has not resumed the call in the preset period, the system releases the call and then the held party hears the busy tone.
Call waiting service		When a subscriber is in a talk and a third party calls the subscriber, the subscriber will hear a call waiting prompt tone, which indicates that another call is waiting for the subscriber.
Three-party service		During a conversation, a subscriber can dial the number of a third party without interrupting the current call, and then start a three-party call or calls with other two parties respectively.
Conference call service	CC through individual dialing-in	Attendees join a conference call by dialing the preset access code and password.
	CC through system convening	The system calls all the registered attendees at the scheduled time. After picking up the phone, attendees join in the conference call.
	CC through host convening	This conference call is started by the host. The host calls other attendees to join the conference call.
	Instant conference	When no conference is reserved, the host can hold an instant conference by calling other subscribers.

Supplementary Service		Description
Call-out restriction services	Call-out restriction service	Through the call-out restriction service, a subscriber can restrict the outgoing calls of a phone.
	Password-based call restriction	By using the service, a subscriber can prevent other subscribers from making outgoing calls on the phone of the subscriber. In addition, the subscriber can make outgoing calls by dialing the password.
	Password change service	A subscriber can change the service password. The service password is used in the call-out restriction service, password restriction service, ONLY service and cancellation of all the services.
Simultaneous ringing service		Through simultaneous ringing service, when a subscriber is called, the simultaneous ringing numbers are called at the same time.
Sequential ringing service		Through sequential ringing service, when a subscriber is called, if the subscriber does not answer the call, the sequential ringing numbers are called in turn.
Abbreviated dialing service		To facilitate the call dialing, a subscriber can set an abbreviated number of one or two digits for a frequently-called phone number. The subscriber only needs to dial the abbreviated number to make a call to the phone number.
Pickup services	Co-group pickup service	Through the co-group pickup service, a subscriber can pick up calls of other subscribers by dialing the pickup access code.
	Designated pickup service	Through the designated pickup service, a subscriber can pick up calls for another subscriber by dialing the pickup access code and the number of the picked-up subscriber.
Multi-number service		In the multi-number service, a subscriber has multiple numbers including one primary number, one or more standby

Supplementary Service		Description
		numbers. To call the subscriber, other subscribers can dial any number of the subscriber.
Number replacement services	Service of number replacement on the same phone	If number on the same phone changes and someone calls the old number, the system prompts the caller that the dialed number has been changed. The call can also be forwarded to the new number.
	Service of number change announcement	If a subscriber changes work location and phone number, the system plays an announcement of number change when someone calls the old number. The call can also be forwarded to the new number.
Services of call on busy	Service of registered call on busy	When a subscriber calls a number but the line is busy, the call is registered on the IP Soft Switch. The next time when the subscriber picks up the phone and does not dial within five seconds, the system calls the number automatically.
	Service of call back on busy	If a subscriber calls another intra-office subscriber and the called party is busy, then the system calls back the caller when the called party is free.
	Call back no reply	If the subscriber registers the service, then the IP Soft Switch will judge the status of called party when there is no reply, and once the called party finished a conversation, a new call will be convened by IP Soft Switch automatically to complete the communication requirements
Secretary services	Secretary service	Through the secretary service, all incoming calls of the manager are transferred to the secretary. Only the secretary can get through to the phone of the manager directly.

Supplementary Service		Description
Secretary station service		The secretary station has the queuing function. That is, when a subscriber is busy and others call the subscriber, the new incoming calls are retained. When the subscriber is free, the calls will be put through. The secretary station service is usually used together with the secretary service.
Advanced secretary		Through IP Phone, more secretary features can be provided. <ul style="list-style-type: none"> • Status sharing among multi-boss and multi-secretary • Configuration with main line, • Direct access with private line between bosses • Direct access from boss to secretary • Direct access from secretary to boss • Remote activation/deactivation of forwarding • Query line between boss and secretary • Visualization for the secretary with status of the bosses' main line • Visualization for the secretary with status of the main line of the other secretary • Attribution of a private line for the boss, not shared with the secretary
Do-not-disturb service		If you want to block all incoming calls, you can register the do-not-disturb service (DDS). In this case, when others call you, they hear the DDS prompt tone or busy tone.
Absent subscriber service		If you register the absent subscriber service, when others call you, they hear the prompt tone that you are absent. The absent subscriber service can be used when you are occupied in doing other things.
Alarm clock service		The phone that has registered the alarm service can remind you through a ring at the preset time.

Supplementary Service		Description
Hotline services	Delay hotline service	After you register the delay hotline service, if you do not dial any number within five seconds after picking up the phone, the phone will call a preset number TN automatically. If you dial another number rather than TN within five seconds, you can get through that number normally.
	Instant hotline service	If you register the instant hotline service, the phone calls a preset number automatically after you pick up the phone.
Privilege services	Barge in service	When two intra-office subscribers are in a conversation or an intra-office subscriber is talking with an out-office subscriber, the attendant can barge in the conversation and start a three-party call.
	Service of forced release	If a subscriber is making a toll call, or if due to other causes, the attendant needs to stop the conversation of the subscriber, the attendant can forcibly release the ongoing conversation of the subscriber.
	Monitor	When two intra-office subscribers are in a conversation or an intra-office subscriber is talking with an out-office subscriber, the attendant can listen to the conversation for some reason while the subscribers cannot sense it.
	Privilege user service	With this service, the subscriber with the super rights can talk with any subscriber in conversation in a forcible way.
Playback service		Attendants can designate a piece of recording as the default announcement. An out-office subscriber hears the default voice tone when calling an intra-office subscriber. Besides, attendants can check the recording quality after making a recording.

Supplementary Service	Description
Direct dialing in service	With the direct dialing in (DDI) service, a subscriber outside an office can get through to an intra-office subscriber by dialing the PSTN long number of the called party. The call does not have to be switched by the operator.
Auto attendant service	If a phone number is set to an automatic switchboard number, all incoming calls will be forwarded to the number, and the default voice is “Please dial the extension number,” which can be revised.
PBX group line selection service	When a subscriber dials the primary number of a PBX group, the system selects a subscriber in the PBX group according to the preset line selection mode.
Distinctive Ring Tone	After the distinctive ring tone service is enabled, you can understand the calling user type through the ringing mode. The distinctive ring tone service can differentiate calls of the following users: intra-office users, inter-office users, Centrex group users, and call back on busy users.
Canceling all registered services	With this service right, you can cancel all registered services on your phone, but this does not affect your service right.

6.2 IP Phone Requirements

Type I (Executive Phone) Requirements

The IP phone must support/provide:

- 800x480 pixels with color LCD at least 7”
- At least 6 lines and 6 line buttons
- Provide 4 fixed function buttons (with LED), Speaker/Headset/Mute/Call History
- Provide 1 Bluetooth
- Support three expansion modules

- Provide *2 GE* ports (10/100/1000)
- Support POE(class 2 not including expansion module)
- Support full band voice, AAC-LD, 48kHz sample rate
- Support ACLP(Anti-clipping)/ AEC(Acoustic Echo Cancellation)/ AGC(Automatic Gain Control)/ AJB(Adaptive Jitter Buffer)/ ANR(Automatic Noise Reduction)/ CNG(Comfort Noise Generation)/ HAC(Hearing Aid Compatibility)/ PLC(Packet Loss Concealment)/ VAD(Voice Activity Detection)/ Side Tone Cancellation/VQM(Voice Quality Monitor)/ Buzz Cancellation
- Contacts can support *1000 records*.
- Support local conference of *6 parties*.
- Support TLS/SRTP(AES 128)/HTTPS/X.509/802.1X(MD5)

Type II (Management Phone) Requirements

The IP phone must support/provide:

- 480 x 272 pixels with color LCD at least 4.3"
- At least 2 lines and 6 line buttons
- Provide 4 fixed function buttons(with LED), Speaker/Headset/Mute/Call History
- Provide 1 Bluetooth
- Support three expansion modules
- Provide *2 GE* ports(10/100/1000)
- Support POE(class 2 not including expansion module)
- Support full band voice, AAC-LD, 48kHz sample rate
- Support ACLP(Anti-clipping)/ AEC(Acoustic Echo Cancellation)/ AGC(Automatic Gain Control)/ AJB(Adaptive Jitter Buffer)/ ANR(Automatic Noise Reduction)/ CNG(Comfort Noise Generation)/ HAC(Hearing Aid Compatibility)/ PLC(Packet Loss Concealment)/ VAD(Voice Activity Detection)/ Side Tone Cancellation/VQM(Voice Quality Monitor)/ Buzz Cancellation
- Contacts can support *1000 records*.

- Support local conference of *6 parties*.
- Support TLS/SRTP(AES 128)/HTTPS/X.509/802.1X(MD5)

Type III (Standard Phone) Requirements

The IP phone must support/provide:

- Graphical LCD
- At least 2 lines and 2 line buttons
- Provide 4 fixed function buttons(with LED), Speaker/Headset/Mute/
- Call History
- Provide 2 ports(10/100)
- Support POE(class 1)
- Support fullband voice, AAC-LD, 48kHz sample rate
- Support ACLP(Anti-clipping)/ AEC(Acoustic Echo Cancellation)/ AGC(Automatic Gain Control)/ AJB(Adaptive Jitter Buffer)/ ANR(Automatic Noise Reduction)/ CNG(Comfort Noise Generation)/ HAC(Hearing Aid Compatibility)/ PLC(Packet Loss Concealment)/ VAD(Voice Activity Detection)/ Side Tone Cancellation/VQM(Voice Quality Monitor)/ Buzz Cancellation
- Contacts can support *1000 records*.
- Support local conference of *6 parties*.
- Support TLS/SRTP(AES 128)/HTTPS/X.509/802.1X(MD5)

Type IV (Conference Phone) Requirements

The IP phone must support/provide:

- Graphical LCD
- Up to 8 concurrent calls
- Up to 8 VoIP accounts
- Built-in battery
- Up to 24-hour talk time

- Up to 15-day standby time
- Less than 4 hours charging time
- Optima HD voice, full duplex technology
- 20-foot (6-meter) and 360-degree microphone pickup range
- 5-way conference call

Functional Requirements on Attendant client, (console)

1. The attendant client shall satisfy the requirements of the SIP RFC 3261.
2. The attendant client shall be based on Desk phone, and support call functions including making a call, answering a call, rejecting a call, call transfer (consultant transfer), fast transfer (blind transfer), holding/resuming a call, break-in, forced release, and two-stage dialing.
3. The attendant client shall support night service, incoming call queuing and incoming call priority adjustment.
4. The attendant client shall support holding up to 6 calls and displaying the queue of held calls. A use can resume, hang up or transfer the held calls.
5. The attendant client shall support shortcut keys for operation.
6. The attendant client shall support incoming call notification window.
7. The attendant client shall support the display of call information such as caller/called number, caller/called name, and call duration.
8. The attendant client shall support multiple rights control, including normal attendant, monitor and system administrator.
9. The attendant client shall support BLF (Busy Lamp Field) to display status information about attendants.
10. The attendant client shall support call logs and their management.
11. The attendant client shall support enterprise directory through LDAP.

12. The software attendant client can bind an physical telephone set. Then the telephone set can be used to answer calls instead of headset.
13. The attendant client shall support time-out locking of user interface.
14. Except for software client, IP phone or analog phone should support part of attendant functions, such as call transfer, call queue, break-in, and forced release.
15. Environment Requirements
16. It shall be ensured that the equipment work normally in the following environment:
17. Ambient temperature: 0°C – 45°C
18. Relative humidity: 5% - 95%

Minimum POE Switch Technical specifications

Enclosure Type	Rack-mountable - 1U
Feature Set	IP Base
Uplink Interfaces	4 x 1G SFP inclusive of link Modules(4 each)
Ports	24 x 10/100/1000 (POE+)
Available PoE Power	390w
Maximum stacking number	9
Stack bandwidth	88Gbps
Forwarding Performance	41.66Mpps
Switching Capacity	88Gbps
RAM	4 GB
Flash Memory	2 GB
Dimensions	44.5 cm x 44.5 cm x 4.4 cm
power supplies and fans	Redundant power supplies and fans
Warranty	Enhanced Limited Lifetime Warranty (E-LLW) 5 YRS

EVALUATION PROCESS

The Tender Processing committee appointed by the KICD shall evaluate the bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows;

Stage 1: Compliance with the Mandatory Requirements

Stage 2: The Technical Evaluation

Stage 3: The Financial Evaluation

Stage 4: Post-qualification.

1. Compliance with the Mandatory Requirements

Bids not meeting all the mandatory requirements will receive no further consideration during the evaluation process. The Bidders shall be required to provide/meet the following: -

- i. A copy of Certificate of registration/incorporation
- ii. Must be licensed by Communications Authority (CA) as Telecommunication installer.
- iii. Copy of NCA Registration Certificate Level 2 and above
- iv. A copy of Valid tax compliance certificate
- v. Certificate of Accreditation to the ICT Authority (ICTA)
- vi. Copies of audited accounts for three financial years: 2016, 2017 and 2018
- vii. The tenderer shall furnish, as part of its tender, **a bid bond equal to Kshs 200,000 (Two hundred thousand)** and valid for a period of not less than 120 calendar days from the date of tender opening.
- viii. A duly filled and signed Site Inspection Forms (Form T2) provided in this tender document.
- ix. **Warranties:** -All equipment supplied under the IP Telephony Systems scope, including all associated installations shall be warranted by the manufacturer against electronic failure for at least one year.
- x. Manufacturers Authorization Letter and Vendor certifications for at least three key staff

- xi. One of the proposed staff must have electrical/ electronic engineering or equivalent and must be registered by ERC
- xii. All the IP phones supplied must be from the same manufacturer and of the same brand.
- xiii. As proof of having experience, must provide at least Four 4 reference sites (copies of contracts and LPOs must be presented)

2. TECHNICAL EVALUATION CRITERIA

Evaluation attribute	Weighting Score	Total Score
<p>CONFORMANCE WITH TECHNICAL SPECIFICATIONS REQUIREMENT (40 marks)</p> <ul style="list-style-type: none"> ▪ IP telephone switching system ▪ IP Desk phones ▪ POE Switches ▪ Cabling ▪ Conference Phones 		40
<p>TECHNICAL STAFF (20 marks) At least 4 Technical staff with specific qualifications and experience to support the solution as detailed below (Project manager, network engineer, systems integration engineer and Electrical engineer)</p>		20
<p>Project Manager: Degree in IT/Engineering/Computer science or any technical relevant course. (1 marks) Minimum of 3 years ‘experience with a minimum of 3 years in Project Management. Must have handled at least 3 similar projects as a PM. (2M) Must be a certified PMI or other equivalent project management certifications. (2M)</p>		

<p>Network engineers/administrator Degree in IT/Engineering/Computer science or any technical relevant course. (1 marks) Minimum of 3 years ‘experience with a minimum of 3 years as a Network engineer. Must have handled at least 3 similar projects as a Network Engineer. (2M) Must be CCNA certified or its equivalent certification. (2m)</p>		
<p>Integration engineers Degree in Telecommunication, IT/Engineering/Computer science or any technical relevant course. (1 marks) Minimum of 3 years ‘experience with a minimum of 3 years as a Network engineer. Must have handled at least 3 similar projects as an integrator. (2M) Must be CCNA certified or its equivalent certification. (2)</p>		
<p>Electrical Engineer Degree in Electrical Engineering (1 marks) Minimum of 2 years’ experience with a minimum of 2 years as an electrical engineer. Must have handled at least 3 similar. (2M) Must be registered with either ERC or Engineering Board. (2)</p>		
<p>WORK EXPERIENCE AND TECHNICAL CAPABILITY (10 marks) Must have proof of having successfully executed 2 other similar works in the last 10 years. Bidders must provide copies of LPOs and copies of contracts as proof. (5 Marks for every work) A bidder must present letters of recommendation or reference letters from at least Four 4 corporate/ government or reputable institutions having been recommended for similar works in the last five 5 years. (2 marks for each letter)</p>		10

<p>PROJECT IMPLEMENTATION PLAN AND METHODOLOGY (10 marks) Detailed methodology (2 marks) Detailed Training plan and curriculum (2 marks) Detailed integration plan (2 marks) Warranty and support plan (2) SLA draft 2 marks</p>		10
<p>FIRM'S FINANCIAL CAPABILITY (10 marks) Must attach audited books of accounts for 2016/2017/2018 (1 mark for each year)</p> <p>Volume of business handled (turnover) in the last three years</p> <ol style="list-style-type: none"> 1. 70 Million and above 10 marks 2. 50 Million and above but less than 70 M 7 marks 3. 10 Million and above but less than 50M 5 marks 4. Less than 10 M 2 marks 		10
<p>ACCREDITATIONS AND CERTIFICATIONS (10 marks) Valid CAK license 3 marks ICTA certified 3 marks NCA 2 and above license 3 MAF letter for all active equipment and cable (Must provide for Switches, Access point, IP Telephones and Cat 6 Cable) 1 mark for each</p>		10

- (c) A tender must score a minimum of 70% to qualify for further consideration at the financial evaluation stage.
- (b) All the information and means of proof provided will commit the contractor throughout the duration of the contract.

3. Financial Evaluation

- (c) The evaluation will be made on the basis of the tender price offered and filled by the

tenderers in the tender form and financial bid form.

- (b) The tender with the lowest financial proposal amongst those that proceed to the financial evaluation stage shall be the successful tender.

All the tenderers who score minimum required technical score shall be invited to witness the opening of their financial bids. The financial bids thereafter would be evaluated accordingly and weighted as per the formula provided.

Weightage: This section will carry a total of 20% of the overall evaluation

score. The formula for determining the financial scores is the following:

FS = 100 x Fm / F, in which **FS** is the financial score, **Fm** is the lowest price and **F** is the price of the proposal under consideration.

Final Total Score and Recommendation for Award

The recommendation for award shall take into account both the technical and financial score hence a tenderer with the highest combined score shall be deemed to be the lowest evaluated tenderer.

Combined technical and financial:

The following formula shall be used: **T.S (80%) + F.S (20%) = T.T.S**

(100%) T.S = Technical Score (as evaluated above)

F.S = Financial Score (as evaluated above)

T.T.S = Total Score

Total Score (TTS) = Technical Score (TS) + Financial Score (FS)

4. POST QUALIFICATION TRAINING

You are required to recommend and provide technical training for KICD staff for the following components:

- Vendor authorized training on the supplied equipment.

In your proposal, you are required to indicate the proposed schedule for training and associated costs.

SERVICE LEVEL AGREEMENT

The required Service Level Agreement proposal to cover the entire scope of the solution Post implementation support is an important aspect of this project.

Bidders are required to demonstrate their ability to support the KICD IP Telephony.

MAINTENANCE, SUPPORT AND WARRANTY

All the devices should have a Two-year (2) warranty period

QUALIFICATIONS AND EXPERIENCE OF THE FIRM

The Bidders should be companies specializing in providing the services listed in this RFP and have a record of successful provision of services of the same nature and magnitude. Bidders must provide evidence of similar projects experiences within Kenya by giving full details of the sites of reference where such similar tasks were undertaken within the last three years. Details must include but not limited to the following:

- Names of the contact person at the reference site
- Physical location, Postal address, Telephone contacts and e-mail address of the organization
- Full descriptions of the environment and the nature of the services provided
- Any other information deemed necessary e.g. project Completion Certificate/ handover documents

- Bidder should have advanced certifications in the vendor technologies and equipment to be deployed in the provision of these services. Documentary evidence of this must be provided with tender submission.

QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Documentary evidence of the relevant technical certifications of the proposed personnel for execution and oversight of the contract must be provided. Key personnel must demonstrate the under listed requirements:

- Expert and Professional VoIP certifications
- Demonstrated experience with similar projects by nature & magnitude
- Experience in IP Security Installations & management
- Experience in IP routing, IP Switching.

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

List of Reference Sites

The tenderer should submit at least Four (4) sites where the bidder has installed and commissioned similar ICT infrastructure. The bidder should indicate the name of the organization, physical address, contact person, contract sum, contract period and the services offered. Include three referees for any independent sub-contractor proposed.

No	Name of the Organization	Physical Address	Contact Person	Contract Sum	Contract Period	Services Offered
1						
2						
3						
4.						

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																														
	<ul style="list-style-type: none"> • Citizenship details • 																														
	Part 2 (b) Partnership																														
	Given details of partners as follows:																														
	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;"></th> <th style="width:25%;">Name</th> <th style="width:25%;">Nationality</th> <th style="width:25%;">Citizenship Details</th> <th style="width:10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
	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																														
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1.																											
2.																											
3.																											
4.																											
5.																											
	Date Seal/Signature of Candidate																														

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 tenderer*]

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

7.9

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary