

REPUBLIC OF KENYA



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PARLIAMENTARY SERVICE COMMISSION (PSC)
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TENDER DOCUMENT

TENDER NO. PJS/011/2020-2021

FOR

**PROVISION OF PREVENTIVE MAINTENANCE SERVICE
FOR IP PRIVATE AUTOMATIC BRANCH EXCHANGE (IP
PABX) FOR THE PARLIAMENT OF KENYA**

TENDER CLOSING DATE:

FRIDAY, 5TH FEBRUARY, 2021 AT 11.00AM

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SECTION I - INVITATION TO TENDER

Date: 14th January, 2021

To:

RE: TENDER NO. PJS/011/2020-2021 FOR PROVISION OF PREVENTIVE MAINTENANCE SERVICE FOR IP PRIVATE AUTOMATIC BRANCH EXCHANGE (IP PABX) FOR THE PARLIAMENT OF KENYA

The Parliamentary Service Commission (PSC) invites sealed bids from eligible citizen suppliers/contractors for the provision of preventive maintenance service for IP Private Automatic Branch Exchange (IP PABX) for the parliament of Kenya for a period of three (3) years.

Interested eligible candidates may obtain further information from the **Procurement Office on 2nd Floor, Protection House, Nairobi** or email through procurementpjs@parliament.go.ke or dg@parliament.go.ke. A complete set of the tender document may be downloaded free of charge from the Commission's Website; www.parliament.go.ke or IFMIS Portal; www.supplier.treasury.go.ke.

There shall also be a **pre-bid meeting** with the interested bidders on **Friday 22nd January, 2021 at 11.00pm** in the **11th Floor Boardroom, Protection House**, at the Junction of Parliament Road and Haile Selassie Avenue, Nairobi.

Duly completed, serialized and paginated tender documents (**original and copy**) are to be enclosed in plain sealed envelopes, marked with the **tender number, name** and as prescribed under the tender documents and be dropped in the Tender Box at the **Reception on 2nd Floor, Protection House, Nairobi** or be addressed to:-

**Director General, Parliamentary Joint Services
Parliamentary Service Commission,
P.O. Box 41842-00100
NAIROBI**

so as to be received on or before **Friday, 5th February, 2021 at 11.00am**.

Tenders will be opened immediately thereafter in the presence of the Candidates who choose to attend or their appointed representatives, at **Protection House, 2nd Floor boardroom, Nairobi**.

Tenders must be accompanied by a tender Security of **Kshs. 50,000.00** in form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Service Commission.

**DIRECTOR GENERAL, PARLIAMENTARY JOINT SERVICES,
PARLIAMENTARY SERVICE COMMISSION.**

Tender No. PJS/011/2020-2021

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Commission's employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 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 Commission to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services 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 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Kshs. 1,000.00.
- 2.2.3 The Commission shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with these instructions to tenders:-
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements

- v) Description of services to be offered
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Mandatory Confidential Business Questionnaire Form
- x) Performance security form

2.3.2. 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.

2.4 Clarification of Documents

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

2.4.2. The Commission 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.

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Commission, 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.

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- a) A Tender Form and a Price Schedule completed accordingly. Documentary evidence established that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- b) Tender security as prescribed
- c) Mandatory Confidential Business Questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount as prescribed in the instructions to tenderers.

2.12.3 The tender security is required to protect the Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

- 2.12.4 Any tender not secured will be rejected by the Commission as non-responsive.
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Commission.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.
- 2.12.7 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:
 - (i) to sign the contract.
 - or**
 - (ii) to furnish performance security
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Commission .A tender valid for a shorter period shall be rejected by the Commission as non-responsive.
- 2.13.2 In exceptional circumstances, the Commission 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 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.

2.14 Format and Signing of Tenders.

- 2.14.1 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.

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

2.14.3 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”.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as ‘**ORIGINAL TENDER**’ and ‘**COPY OF TENDER**’. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelope shall:
(a) be addressed to the Commission at the address given in the Invitation to Tender.
(b) bear tender number and name in the invitation to tender and the words, ‘DO NOT OPEN BEFORE the date and time of closing indicated in the Appendix of Instructions To Tenderers.

2.15.3 The outer 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”.

2.15.4 If the outer envelope is not sealed and marked as required, Commission will assume no responsibility for the tender’s misplacement or premature opening.

2.15 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Commission at the address specified under paragraph 2.15.2 no later than **Friday, 5th February, 2021 at 11.00 a.m.**

2.16.2 The Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordingly, in which case all rights and obligations of the Commission and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Commission as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched accordingly. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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.

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

2.17.6 The Commission 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.

2.18 Opening of Tenders

2.18.1 The Commission will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00 a.m. on Friday, 5th February, 2021** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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 Commission, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Commission will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Commission 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 shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Commission in the Commission's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Commission may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, the Commission 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 Commission's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Commission and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the Commission will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The Commission will evaluate and compare the tenders which have been determined to be substantially responsive.

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

2.22.3 The Commission's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in the technical specifications:

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

2.22.4 The following evaluation methods will be applied:-

(a) Operational Plan.

The Commission requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Commission'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 on a 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 Commission may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The Tender Evaluation Committee shall evaluate the tender within the prescribed period from the date of opening the tender.

2.22.6 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.

2.23. Contacting the Commission

2.23.1 No tenderer shall contact the Commission on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Commission in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Commission 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the Commission deems necessary and appropriate.

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

b) Award Criteria

2.24.3 The Commission will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the

tenderer is determined to be qualified to perform the contract satisfactorily.

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

2.24.5 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.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Commission. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security, the Commission will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.26 Signing of Contract

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

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

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Commission, 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 Commission.

2.27.2 Failure of the successful tenderer to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Commission may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Commission 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 not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Commission 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;

2.28.3 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 THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: All eligible Kenyan firms with the requisite capacity and qualifications are invited to participate
2.2.2	Price to be charged for tender documents. DOWNLOAD FREE FROM WEBSITE.
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. <ul style="list-style-type: none"> • Submission of all the documentation and requirements as outlined in the <u>Schedule of Requirements</u> on page 24-27 and as prescribed. • Compliance to the evaluation criteria as specified on page 25-27 of this document
2.12.2	A bid security of Kshs.50,000.00 valid for 150 days from the date of closing of the tender and issued in the prescribed format by a reputable bank or an insurance company approved by PPRA.
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered and received at the Procurement Unit.
2.22	The evaluation and comparison of tenders will be as indicated under Section V (Schedule of requirements)
2.24	Particulars of post – qualification if applicable. N/A
2.27	Particulars of performance security if applicable. N/A
Clarification	For any clarification on this tender, please write to:- <p>Director General, Parliamentary Joint Services Parliamentary Service Commission P. O. Box 41842 00100 NAIROBI Email: dg@parliament.go.ke</p> <p>At least seven (7) days before the tender closing date</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "The contract" means the agreement entered into between the Commission 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 services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Commission under the Contract.
- d) "The Commission" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

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

3.5 Performance Security.

- 3.5.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Commission the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.5.2 The proceeds of the performance security shall be payable to the Commission as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Commission and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the PPRA
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the Commission and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Commission or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Commission shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Commission.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Commission may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Commission.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Commission's prior written consent.

3.10 Termination for Default

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

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

3.11 Termination of insolvency

The Commission may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or

otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Commission.

3.12 Termination for convenience

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

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

3.13 Resolution of disputes

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

3.13.2 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.

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: N/A
3.7	Specify method Payments. Payments shall be made within sixty (60) days of receipt of invoice and certification of performance of contractual obligations by the tenderer. There shall be no payment of interest for delayed payments. All payments shall be paid in Kenya Shillings There shall be no advance payment
3.8	Specify price adjustments allowed. None
3.13	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.13.1	Any dispute arising out of the Contract that cannot be amicably resolved between the parties shall be referred by either party to the arbitration and a final decision by a panel of a person to be agreed between the parties. Failing agreement on the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairperson of the Chartered Institute of Arbitrators-Kenya branch on the request of the applying party. The seat of arbitration shall be in Kenya.
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: Director General, Parliamentary Joint Service Parliamentary Service Commission P. O. Box 41842 00100 NAIROBI
Other's necessary	as Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

A. CONTRACT DURATION

The Contract will run for a period of three years from the commencement date subject to satisfactory performance.

B. FIRM'S QUALIFICATION REQUIREMENTS

Prospective Bidders must meet the following:-

MANDATORY QUALIFICATION REQUIREMENTS

1. Copy of certificate of registration /Incorporation. The company must be registered in Kenya and fully owned by Kenyans.
2. Copy of a valid tax compliance certificate issued by Kenya Revenue Authority (KRA) including Pin certificate.
3. Submission of CR12 Letter from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a company), Name of Proprietor (for Sole Proprietor and Business Name) and Names of Partners (for Partnerships) – as applicable.
4. Tender Security of **Kshs. 50,000** valid for 150 days from the date of tender opening in form of Bank Guarantee from a reputable bank recognized by the Central Bank of Kenya or a guarantee from an Insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Service Commission
5. Copies of audited accounts for the last 3 years (2019, 2018, 2017)
6. Dully filled and stamped Form of Tender
7. Dully filled, signed and stamped Price Schedule Rates in the format provided.
8. Duly filled, signed and stamped Confidential Business Questionnaire in the provided format
9. Duly filled and signed Anticorruption declaration form
10. Non debarment form duly filled and signed.
11. Submission of a complete, serialized or paginated document without any breaks in the correct sequence including all appendices and attachments.

TECHNICAL QUALIFICATION REQUIREMENTS

A. Profile of the firm providing services;

- Details of its physical address, contact details, directorship, clients including the organizational structure (not more than 3 pages) **(5 Marks)**
- Brief indication of the proposed staff for this assignment, position and their specific duties/ responsibilities in the assignment as either team leader or other technical staff **(5 Marks)**

B. The firm

- Provide a list of its five (5) major clients, contract values and contact persons in those client's organizations. **(10 marks)**
 - Provide evidence in form of duly signed recommendation letters in client's letterhead addressed to the Director General, Parliamentary Joint Services, Parliamentary Service Commission of having undertaken and completed at least three (3) similar service contracts of similar nature, complexity and magnitude of (over Kshs.1,000,000.00). Satisfactory past performance by the clients shall be a critical consideration for this assignment (attach a duly signed recommendation letter and each recommendation to be supported by a duly executed LPO/contract from the same institution **(10 Marks)**
 - Manufacturer's authorization letters or any other supporting documents that the firm has the capacity to maintain the Hipath 4000 system and supply genuine parts or offer online support. The Commission may at its own discretion visit the Supplier's premises to verify this information before contract award(10 Marks)
- C. Submit at **least three (3) CVs of the technical personnel** who should have qualifications and experience as follows: -

Team leader

- ❖ Degree in Telecommunication related field from a recognized University or College (3Marks)
- ❖ Unify certified certification (2 Marks)
- ❖ Hardware Maintenance Certification (A+ or equivalent)(5 Marks)
- ❖ Network Maintenance Certification (N+ or equivalent)(5 Marks)
- ❖ At least 5yrs Working experience with a similar IP based PABX (5 Marks)

Other technical (2 in number)

- ❖ At least a Diploma in Telecommunication related field from a recognized University or College (5 Marks)
- ❖ Unify certified certification (5 Marks)
- ❖ Hardware Maintenance Certification (A+ or equivalent) (5 Marks)
- ❖ Network Maintenance Certification (N+ or equivalent) (5 Marks)
- ❖ At least 2yrs Working experience with a similar IP based PABX (5 Marks)

D. A written proposal that provides the following details: -

- ❖ Proposed implementation schedule/work plan for the assignment;(5 Marks)
- ❖ Proposed approach and methodology in servicing the equipment and outputs at each stage. (5 Marks)

C. EVALUATION CRITERIA.

The following will be the evaluation criteria:-

STAGE 1: PRELIMINARY EVALUATION/ EVALUATION ON THE MANDATORY QUALIFICATION REQUIREMENTS

- The firm must meet all the mandatory qualification requirements as listed above and shall be evaluated on **'YES' OR 'NO' BASIS** and any bid that does not meet any of the mandatory requirements shall be disqualified from detailed technical evaluation.

STAGE 2: DETAILED EVALUATION: EVALUATION ON THE TECHNICAL QUALIFICATION REQUIREMENTS

Evaluation Criteria (Total of 100 points):-

- | | |
|--|--|
| a) Profile of the firm | [Maximum 10 points]; |
| b) Qualification of the firm | [Maximum 30 points]; |
| c) Qualification of staff | [Maximum 45 points]; |
| d) Proposed implementation schedule /work plan & methodology | <u>[Maximum 15 points];</u>
<u>100 points</u> |

Pass mark 80 points

Please note the following important information:

- ❖ In order to qualify for further financial consideration the firm must score a minimum of **80 points**.
- ❖ Any bid that does not comply with the above requirements will be disqualified from further evaluation.

STAGE 3: FINANCIAL EVALUATION

The financial bids of the tender that meet all the qualification requirements shall be evaluated for conformity and responsiveness to the Commissions requirements of having been full completed, signed, stamped, arithmetical errors etc as follows:

The financial bid will be evaluated against the following criteria:

- (a) Confirmation of Price Schedule completeness
- (b) Confirmation of the Total Tender Sum & Arithmetic Error

POST QUALIFICATION/ CONFIRMATION OF QUALIFICATIONS

The Commission reserves the right to undertake due diligence on the successful bidder prior to the award of the Tender; and even after the award of the Tender to ascertain the correctness of the information.

STAGE 4: RECOMMENDATION FOR AWARD

The technically responsive and lowest in cost bid shall be recommended for award of the contract.

SECTION VI - DESCRIPTION OF SERVICES TO BE PERFORMED/ TECHNICAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

6.0 BACKGROUND

The Parliamentary Service Commission (PSC) recently installed an IP based Private Automatic Branch Exchange (**IP PABX**) whose major component is automatic voice switching software. Telephony provides a way for people within an organization to communicate with each other, conveniently especially in an environment where large and dispersed buildings are located. The Telecommunication network covers Main Parliament, Senate block, County Hall, Continental House, Protection House, Juvenile House, Red Cross House and Harambee Plaza. This is more so, since moving from one office to another takes a significant amount of time.

The implementation and installation of our IP PABX exercise was undertaken by SOULCO Kenya Limited in the year 2013.

One of the primary benefits of the system is that MPs and staff can share telecommunication services when making inquiries and placing outgoing or incoming calls. This allows PSC to reduce the number of telephone lines used, in turn minimizes the cost incurred in payment of bills.

In the recent past, the Telecommunication Unit has been encountering numerous challenges in operating the system, mainly to do with the availability of quality of service (QoS) and frequent network outages that cause the system to go offline.

6.1 OBJECTIVES

The main purpose of regular maintenance is to ensure that all equipment required for service delivery is operating at 100% efficiency at all times.

The importance of an effective maintenance program cannot be overlooked because it plays such an important role to ensure effectiveness and reliability of a system.

Reasons why maintenance service of PABX is important include:-

1. The PABX System being highly specialized equipment needs to have all its components serviced regularly.
2. The PABX System also being a heavy Information Technology system will require upgrading from time to time to keep up with the dynamic ICT environment.
3. The System hardware and software will require replacement from time-to-time following normal wear and tear or if there is a faulty component.
4. The System constantly requires preventative maintenance and support services to prevent any predictable malfunction that may result from negligence.
5. The System will require attention in terms of diagnosis of possible shortcomings.
6. Regular maintenance allows for timely remedial action, on minor faults or damage before the situation escalates.
7. It increases the operating life span of the system and its related components.
8. Ensures that the system operates optimally under normal condition.

PABX maintenance shall be carried out half yearly and shall include:-

- Blowing of dust
- Physical Cleaning
- Trouble-shooting malfunctioning equipment
- Replacing worn-out parts on system equipment
- Documenting each equipment

6.2 ISSUES/EQUIPMENT

	SYSTEM AREA
A.	Hi-path 4000 communication server

B.	3 No. 3750 48 port POE Cisco Switches
C.	3 No. Fiber patch panels
D.	8 No. Patch panels
E.	4 No. Back up batteries 12volts each
F.	1 UPS 3KV
G.	Four line trunk unit LTU's (Card shelf)
H.	5 No. Desktop Computers
I.	5 No. 650VA UPS

6.3 METHODOLOGY

The service provider shall provide preventive maintenance and maintenance services to the PABX system equipment as set out above in Issues/Equipment.

Routine maintenance to be carried out four times in a year plus any break down calls and covers labor and no additional charges will be levied to the client should the equipment require attention between scheduled periods.

6.4 EXPERTISE

The maintenance shall require the service provider to avail 3 (three) trained personnel at site from 8:00 am to 6:30 pm Monday to Friday during the time which the maintenance is being carried out (3 year contract). In the event that maintenance may interrupt normal services, on stated days, the client and the contractor will agree on, when to carry out the maintenance service.

The minimum qualification for personnel carrying out the service shall be:

- Degree or Diploma in Telecommunication related field from a recognized University or College
- Unify certified certification
- Hardware Maintenance Certification (A+ or equivalent)
- Network Maintenance Certification (N+ or equivalent)
- Working experience with a similar IP based PABX

6.5 VENDOR

The service provider must have a proof of having handled /or handling at least two similar site with a capacity of 400 users and above.

The service provider must have procured, installed and commissioned at least three IP based PABX of similar projects.

The service provider should be an authorized unify distributor and installer.

The service provider is required to possess the following standard maintenance working equipment at all times and maintain them at their cost.

- Minimum 2 Blowers
- Overall coats
- Dust covers
- Minimum 2 complete set of standard screw drivers and Allen Keys set

The service provider must provide equipment, supplies and personnel at all the required times, and on call basis after project implementation to ensure that the system is up and running and that any problems with the system are addressed.

6.6 REPORTING

The service provider prepares quarterly reports to the telecommunication supervisor, indicating the status of the consultancy and making recommendations for improvements thereof.

6.7 WORK PLAN

Step-by-step implementation of the maintenance project as follows:-

NO	ITEM	PROJECT DETAILS	PLAN DURATION NO. OF DAYS
1.	Project kick off		
2.	Infrastructure review	Telecommunication Supervisor to allow access	
3.	Physical cleaning, blowing of dust		

4.	Troubleshooting of malfunction equipment		
5.	Repair & Replacement of worn out parts		
6.	Documentation		

6.8 WORKING EQUIPMENT

The Service provider is required to possess standard maintenance working equipment at all times and maintain them at their cost.

6.9 ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CLIENT

- i. PSC will endeavor to provide as much information and documentation required and sufficient for the contractor PSC will provide a work station on need basis
- ii. PSC will provide copies of existing relevant reports and documents.
- iii. PSC will nominate a liaison officer who will maintain regular contact with the providers on matters regarding this assignment.
- iv. PSC will provide appropriate administrative support to the team
- v. PSC will provide Gate passes as necessary

6.10 ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

The firm must provide equipment, supplies and staffs at all the required times, and on call basis after project implementation to ensure that the system is up and running and that any problems with the system are addressed.

6.11 GENERAL CONTRACT TERMS

- a) The successful firm will start the services immediately following the completion of the procurement process and as specified in the letter of offer or contract.
- b) An agreement will be drawn detailing the levels of engagement between the parties.
- c) The assignment will be for three years duration from the date of commencement or as specified in the agreement or any such other period as mutually agreed by the parties in writing.
- d) The rates quoted will remain in force for the full period of the contract. No demand for revision of rates or variation on any account shall be entered during the contract period unless where there is proportional increase or decrease in the scope of services.

- e) The service provider shall operate as per specified guidelines and follow all documentation procedures as mentioned by the Commission.
- f) If the services provided by the contractual service provider are not found to be satisfactory, one month advance notice shall be provided before the termination of the contract.
- g) In case of any replacement, all components replaced by the service provider will be of equivalent or higher capacity and quality. The service provider will be required to notify the Client's staff responsible for assignment of any replacement before undertaking the works and get approval.
- h) In case of replacement, the service provider would be obliged to supply and install genuine parts as recommended by the spare parts manufacturer and any damage due to sub-standard spares, the service provider would be liable to replacement and or restore the equipment to its full value if failure resulted from this maintenance exercise
- i) Replacement parts and consumables used in the course of service contract period will need Commission's prior approval, charged separately and such invoices submitted on time and that they shall not occasion any service breaks. The Commission reserves the right to procure the parts on competitive basis either from the Service Provider or from the open market as stipulated under the Public Procurement and Asset Disposal Act, 2015.
- j) This contract provides for the replacement of consumable items during servicing.
- k) During servicing, the Commission will make available the personnel responsible for the assignment to ensure services are carried out as per the contract.
- l) Drawings and instruction manuals, if any, must be retained on site.
- m) In event the service contractor does not carry out the services as scheduled or on any emergency call, the Client would terminate the contract in terms of the provisions herein.
- n) Damaged parts will be quoted and a go ahead granted before replacement.

6.12 SPARE PARTS

- a) The contractor shall provide all consumable materials and fittings required for inspection, servicing and replacement work. The contractor shall ensure that the functionality of the system is not impaired.
- b) The rate quoted for each item shall be inclusive of freight, duties, all taxes and profit and **SHALL BE VALID FOR THE ENTIRE PERIOD OF THE MAINTENANCE CONTRACT,**
- c) Whenever a spare part or equipment is required, the rates quoted shall be applicable without any fluctuation/deviation. The contractor is to

note that the rates shall be **FIXED** throughout the duration of the contract,

- d) The cost of the spares parts /consumables to be replaced shall be over and above the routine maintenance activities.

6.13 TERMS OF PAYMENT

- a) The successful bidder will be paid on quarterly basis on submission of certified invoices, worksheets/job cards and any other supporting documentation.
- b) The Commission will endeavor to pay within sixty (60) days from the date of submission of certified invoices and worksheets/job cards acceptable to the Commission.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** -The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
 2. **Price Schedule Form**-The price schedule form must similarly be completed and submitted with the tender. It must also be duly signed by duly authorized representatives of the tenderer.
 3. **Tender declaration form**- -The tender declaration form must similarly be completed as prescribed. It must also be duly signed by duly authorized representatives of the tenderer.
 4. **Confidential Business Questionnaire Form** - This form must be completed as prescribed by the tenderer and submitted with the tender documents.
 5. **Contract Form** -The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
 6. **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 form provided herein or in another form acceptable to the Commission.
- 7. Attachments**
- Appendix A: Sample letter of offer

1. FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of Commission]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ *[insert numbers,* the of which is hereby duly acknowledged, we the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of _____ Kshs.....
.....*[total tender amount in words and figures on **annual basis*** 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements and details of service.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Commission).
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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2016
[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE OF SERVICES

Please fill in the charges taking into account the scope of works in Section VI (Description of Services)

ITEM NO.	ITEM DESCRIPTION	COST PER MONTH (KSHS.)	TOTAL COST FOR TWELVE (12) MONTHS (KSHS.)
1.	Provision of preventive maintenance service for IP Private Automatic Branch Exchange (IP PABX)		
2	Applicable taxes		
	TOTAL CONSOLIDATED COSTS – FIRST YEAR (KSHS.)		
	TOTAL CONSOLIDATED COSTS – SECOND YEAR (KSHS.)		
	TOTAL CONSOLIDATED COSTS – THIRD YEAR (KSHS.)		

Signature and Stamp of tenderer _____

Please Note:-

- In case of discrepancy between the cost per month and total, the unit cost per month shall prevail.
- The consolidated cost for the three years is to be carried to the Form of Tender
- Tenderers are required to visit the site and verify the requirements to determine the scope of services before quoting for the services.
- Payment shall be on quarterly basis after the services have been satisfactorily offered and on submission of certified invoices and worksheets/job cards.

SCHEDULE OF UNIT RATES OF THE SPARE PARTS

To be completed by the tenderer but not to be carried forward to the form of tender). A separate sheet may be added.

NO.	DESCRIPTION	UNIT PRICE (KSHS.) (Exclusive VAT)
1.	Basic systems 2 (2 CPU)	
2.	Digital extension card	
3.	E1 Card	
4.	Analogue trunk card	
5.	IP module HG 3530	
6.	Operator IP Based Console	
7.	Standard PC	
8.	IP Telephone sets with LAN cables	
9.	OpenStage 15 T	
10.	OpenStage 20 T	
11.	OpenStage 40 T	
12.	Plantronics head set	
13.	AC power adapter (POE injector) Any other item(s) that the bidder may consider necessary for this maintenance contract (Bidder to list) A separate sheet may be provided	

3. TENDER SECURITY FORM

Whereas (name of bidder) hereinafter called <the tenderer> has submitted its bid dated (date of submission of bid) for the provision of insurance services (hereinafter called <the tender>.

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*Name of Commission*) (hereinafter called <the procuring entity> in the sum of (*state the amount*) for which payment will 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 Form: or
2. The the tender, having been notified of the acceptance of its tender by the Commission 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 tenders.

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

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 stated date.

(Authorized Signatories and official stamp of the Bank)

4. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender and enclosed in the technical Bid submission envelope)

Name of Applicant(s)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.Location of business premises:

CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (Full Names)Direct / Mobile No's.....

Title Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (Indicate whether manufacturer, distributor, etc)

.....

(Applicable to Local suppliers only) Local Authority Trading License No. Expiry Date Value Added Tax No.....
--

Value of the largest single assignment you have undertaken to date (**US\$/Kshs.**)

.....

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker s).....

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names
Nationality..... Country of Origin.....
Company Profile

Part 2 (b) – Partnerships

Give details of partners as follows:

Full Names **Nationality** **Citizenship Details** **Shares** **Gender**

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

Company Profile(.....

Part 2 (c) – Registered Company

Private or public
Company Profile

State the nominal and issued capital of the Company
Nominal KShs
Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.
Give details of all directors as follows:-

Full Names **Nationality** **Citizenship Details** **Shares** **Gender**

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

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names

Signature.....

Dated thisday of2021.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a).....

b).....

c).....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of.....

In the capacity of

Dated thisday of2021

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

c)

d)

For and on behalf of M/s

In the capacity of

Dated thisday of2021

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Commission or any other public institution who has interest in the Firm? Yes/No (Delete as necessary) Institution

.....

.....

(Title)

(Signature)

(Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
2.....
3.....
4.....
5.....
Contact person (Full Names).....			
E-mail address.....			
Cellphone no			

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the Commission authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of2021.

Suppliers' / Company's Official Rubber Stamp

5. CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Commission ") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the Commission invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Commission)

Signed, sealed, delivered by _____ the _____ (for the tenderer)
in the presence of _____.

6. PERFORMANCE SECURITY FORM

To:
[name of the Commission]

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 services] (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 figures],

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 your 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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

SAMPLE LETTER OF NOTIFICATION OF AWARD

PARLIAMENTARY SERVICE COMMISSION (PSC)

M/S
P. O. Box
Nairobi

Dear Sir/Madam,

RE: PROVISION OF PREVENTIVE MAINTENANCE SERVICE FOR IP PRIVATE AUTOMATIC BRANCH EXCHANGE (IP PABX) FOR THE PARLIAMENT OF KENYA (TENDER NO. PJS/011/2020-2021)

Your Bid dated amounting to Kenya Shillings only for provision of preventive maintenance service for IP Private Automatic Branch Exchange (IP PABX) for the Parliament of Kenya as per the schedule of requirements is hereby accepted.

The Contract Documents are in the course of preparation and you will be called to sign them after seven (7No.) days have elapsed from the date of this letter.

The duration of this contract will initially be for twelve (12) months from the date of commencement renewable for a further period subject to satisfactory performance and the payment will be as per the Contract.

The is hereby appointed Contract Manager in connection with your contract for the provision of the above services.

Please acknowledge your acceptance of the offer within seven (7) days from the date of this letter and communicate with the Contract Manager immediately and thereafter on all matters relating to the contract.

Yours faithfully,

**DIRECTOR GENERAL, PARLIAMENTARY JOINT SERVICE,
PARLIAMENTARY SERVICE COMMISSION**

MANUFACTURER’S AUTHORIZATION FORM

To [name of 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 services offered for maintenance 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.

ANTI-CORRUPTION DECLARATION COMMITMENT / PLEDGE

I/We/Messrs..... of Street,
Building, P O Box.....
.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No..... for or in
the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

NON-DEBARMENT DECLARATION

We (**insert the name of the company/ supplier**)

.....
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....

.....Company Seal/Business Stamp

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)
Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

.....**End**