

REPUBLIC OF KENYA



**PARLIAMENT OF KENYA
PARLIAMENTARY SERVICE COMMISSION (PSC)**

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TENDER DOCUMENT

TENDER NO: PJS/012/2020-2021

FOR

**SUPPLY, INSTALLATION AND CONFIGURATION OF
NETWORK & VOICE INFRASTRUCTURE AT THE CENTRE
FOR PARLIAMENTARY STUDIES & TRAINING (CPST)**

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/012/2020-2021 FOR SUPPLY, INSTALLATION AND CONFIGURATION OF NETWORK & VOICE INFRASTRUCTURE AT THE CENTRE FOR PARLIAMENTARY STUDIES & TRAINING (CPST)

The Parliamentary Service Commission invites sealed bids from eligible suppliers and contractors for the supply, installation and configuration of network & voice infrastructure at the Centre for Parliamentary Studies & Training (CPST).

Interested eligible candidates may obtain further information from the **Procurement Office on 4th Floor, Protection House, Nairobi** or email through procurementpjs@parliament.go.ke or dq@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 11.00am** 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.**

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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 120 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 am 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 24-27 of this document
2.12.2	A bid security of Kshs. 50,000.00 valid for <u>150 days</u> 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. 5% of the total cost of the project
Clarification	For any clarification on this tender, please write to: - Director General, Parliamentary Joint Services, Parliamentary Service Commission, Parliament Buildings, P.O. Box 41842 00100, NAIROBI, KENYA. At least seven (7) days before the tender closing date

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 superseded 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 PPOA
 - 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: Shall be 5% of the total cost of the project.
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 in advance. There shall be no payment in foreign currency. There shall be no payment of interest on delayed payments.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. 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/Accounting Officer, Parliamentary Joint Services, Parliamentary Service Commission, Parliament Buildings, P.O. Box 41842 00100, NAIROBI, KENYA.
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

A. CONTRACT DURATION

The Contract duration for the installation shall be as agreed between the Commission and the successful bidder upon signing of the contract. The service level agreement shall run for three years upon commissioning of the project or such other periods as agreed by mutual consent of both parties in writing.

B. FIRM'S QUALIFICATION REQUIREMENTS

Prospective Bidders must meet the following: -

MANDATORY QUALIFICATION REQUIREMENTS

- a) Copy of a Certificate of Registration/Incorporation.
- b) Bidders shall provide valid tax compliance certificates. In case of a joint venture, all parties must submit a valid tax compliance certificate.
- c) Submission of a bid security in the form of bank guarantee or from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) of Kshs. 50,000.00 valid for a period of 150 days from the date of tender opening.
- d) Power of Attorney delegating authority to the signatory of the tender to commit the tender and in joint venture should be nominated to commit on behalf of the whole team
- e) Copies of audited accounts for the last 3 years (2019, 2018, 2017)
- f) A fully filled, signed and stamped Form of Tender.
- g) A fully filled, signed and stamped Price Schedule
- h) Fully filled and stamped Confidential Business Questionnaire as per the attached format.
- i) Certificate of Registration from relevant Regulatory Body e.g. Communications Authority etc.
- j) Must attach a copy of manufacturer's authorization letter to sell the specific brands from the manufacturer (must be on Manufacturer's letterhead and addressed to the Director General Parliamentary Joint Services of Parliamentary Service Commission).

- k) The participating bidder MUST provide a well detailed three (3) year Service level proposal that may be executed after commissioning.
- l) Evidence in form of recommendation letters of having successfully supplied, and configure PABX of contract amount above Kshs5,000,000 to at least three (3) institutions (attach a duly signed recommendation letter in client's letterhead addressed to the Director General, Parliamentary Service Commission and each recommendation to be supported by a duly executed LPO/contract from the same institution).
- m) Duly filled and signed Anticorruption declaration form
- n) Non debarment form duly filled and signed.
- o) Submission of a complete, serialized or paginated document without any breaks in the correct sequence including all appendices and attachments.

Note:

The client may seek further clarification/confirmation if necessary, to confirm authenticity/compliance of any condition of the tender.

The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

QUALIFICATION REQUIREMENTS

a) Qualifications of the firm (40marks)

- i) Company's profile outlining the firm's main line of business, registration details (attach Certificate of Incorporation/Registration, VAT and PIN Certificate), key personnel, main clients etc. **(10 marks)**.
- ii) Experience and evidence of having supplied, installed and deploy PABX to at least three (3) clients **(15 marks)**.
- iii) Submission of manufacturer's brochures specifying the item on offer to support the technical requirements **(15 marks)**.

b) Qualification of Key personnel (30 marks)

- i) Detailed CVs of at least three (3) key personnel who will be involved in this assignment **(12 marks)**.
- ii) Experience of at least three (3) technical personnel in installation, Configuration and deployment of PABX on network. **(18marks)**.

c) Methodology of undertaking the assignment if awarded (20 marks)

- i) Detailed work plan **(8 marks)**
- ii) Schedule of support services **(12marks)**

d) Technological transfer (10 marks)

- i) Proposed training programme to the technical staff of Parliament for 5 days

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) Qualification of the firm | [Maximum 40 points]; |
| b) Qualification of staff | [Maximum 30 points]; |
| c) Proposed implementation schedule
/work plan & methodology | [Maximum 20 points]; |
| d) Technological transfer | [Maximum 10 points]; |
| | <u>100 points</u> |
| | Pass mark 80 points |

Please note the following important information:

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

STAGE 3: FINANCIAL EVALUATION

The financial envelope should contain only the following: -

- a) Form of tender
- b) Price schedule

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

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

6.0 INTRODUCTION

The Parliamentary Service Commission (PSC) is seeking a highly qualified company to upgrade the network infrastructure within the Centre of Parliamentary Studies & Training (CPST).

The project goal is to

1. Provide next generation LAN infrastructure upgrade across the entire campus.
2. Provide connectivity between CPST and Main parliament by setting up a secure VPN tunnel.

The campus serves an estimated 200 users accessing the network.

This infrastructure will provide IP connectivity for a number of services, which require being isolated from the other applications sharing the same physical network (Data, Voice, WI-FI, Video, and others). The list is not yet complete and maybe expanded..

6.1 SCOPE OF PROJECT - NETWORK

The purpose of this project is to implement a flexible high capacity network capable of providing virtualized services to IP unicast and multicast applications. The Network will serve users and systems and connections to the associated services and applications. The solution required includes the following networking elements:

1. Distribution switches.
2. Wireless Access Points
3. Network Management Tool
4. UPSes
5. VLANs
6. Mounting & Cabling works
7. Configuration of network devices
8. Cabling works

Tasks to be completed will include:

1. Provide a detailed project implementation plan for installation and commissioning of the network switches, access points, UPSes, network management tool, VLANs, mounting and cabling.

2. Delivery of hardware and software requirements of the network infrastructure as provided in the specifications.
3. Installation and configuration of the network switches, access points, UPSes, network management tool and VLANs.
4. Configuration of a Software Defined Network to be managed through the network management tool.
5. Configuration of VLANs in the logical network framework.
6. Provide technical training to five officers in the ICT department on in-depth management/troubleshooting of the network infrastructure and usage of the network management tool.
7. Provide documentation (including schematic diagrams) of all installations and configurations done on the network infrastructure during the implementation phase.
8. Develop and document a 3yrs Service Level Agreement for long-term maintenance of the network infrastructure after commissioning of the project.

6.1.1 TECHNICAL SPECIFICATIONS

The bidders are required to provide technical specifications of the proposed equipment they intend to supply.

The bidders attach brochures and proof of concept that shall be used in evaluation and **MUST** highlight points clearly in the brochures that discuss the technical requirements outlined below.

The supplied switches and access points **MUST** be the latest in the market.

The supplied switches **MUST** come pre-installed with the latest version of the licensed operating system.

All VLANs **MUST** be configured by the vendor.

The successful bidder **MUST** provide a secure VPN connection between CPST and Main Parliament Buildings.

VLAN specifications will be provided by the Parliamentary Service Commission to the successful bidder.

The successful bidder **MUST** configure the existing Wireless Controllers to have IP connectivity with the access points through the management VLAN.

The successful bidder **MUST** prepare detailed documentation of all works done during this project and handover to the ICT Network Administrator.

1. Network Switches (Quantity – 2)

Solution Features		Complied/Not Complied
1.	Ports - 24 PoE+ ports 10/100/1000 PoE of 445W	
2.	Network module 4-port 1 Gigabit Ethernet with SFP/SFP+	
3.	715W AC redundant power supply	
4.	Switching capacity - Up to 480 Gbps	
5.	Forwarding rate - Up to 360 Mpps	
6.	Dimensions (with power supply) 4.4 x 44.5 x 44.9 (centimetres)	
7.	Run IOS XE 16.5.1a (minimum), SD-Access Architecture	
8.	Run perpetual Network Advantage license	
Complied/Not Complied		

2. Wireless Access Points

Items to be provided **SHOULD NOT** have End of Life (EOL) **less than 2025 (5 years)**

No.	Solution Feature	Complied/Not Complied
1.	Access Point 1: Indoor Access Point dual-band 802.11abfb/ac/ax; multi-gigabit Ethernet backhaul and onboard BLE/Zigbee, 8×8:8 stream (5GHz) and 4×4:4 streams (2.4GHz), OFDMA, MU-MIMO, BeamFlex +, dual ports, 802.3at PoE (Quantity - 2)	
2.	Power over Ethernet (PoE) Injector (10/100/1000 Mbps) for Access Point 1 , UK Plug (Quantity - 4)	
3.	Access Point 2: Indoor Access Point 4 stream AP (2×2:2 2.4 Ghz, 2×2:2 5Ghz); Wi-Fi 6 (802.11ax); onboard BLE/Zigbee; BeamFlex +; PoE (Quantity - 5)	
4.	Power over Ethernet (PoE) Injector (10/100/1000 Mbps) for Access Point 2 , UK Plug (Quantity - 10)	

5.	Item 3: Outdoor Access Point 802.11ac Wave 2 Outdoor Wireless Access Point, 901-T610-WW01, 4x4:4 Stream, MUMIMO, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, POE in, IP-67 Outdoor enclosure (OR an equivalent outdoor AP compatible with SmartZone 144 and EoL not less than 5 years) (Quantity - 3)	
6.	Mounting Kit for Access Point 3: Outdoor Access Point (OR mounting kit for an equivalent outdoor AP compatible with SmartZone 144 and EoL not less than 5 years from 2021) (Quantity - 3)	
7.	Power over Ethernet (PoE) Injector (10/100/1000 Mbps) for Item 3, UK Plug (Quantity - 5)	
8.	SmartZone 144 (P01-S144-XX00) Supporting up to 50 Aps (Quantity - 1)	
9.	SmartZone 144 Single AP License Upgrade SKU. (Quantity - 10)	
10.	End User WatchDog Support for SmartZone 144, 3 Year	
Complied/Not Complied		

3. Power Management

Solution Features		Complied/Not Complied
1.	The Ups should be rack mountable - 2U	
2.	Dimensions - 43.2CM x 8.5CM x 50.8CM	
3.	Max Configurable Power (Watts) - 1.35kWatts / 1.5kVA	
4.	Nominal Battery Voltage - 48 V	
5.	Interface Port(s) - RJ-45 Serial, Smart-Slot, USB	
6.	Control panel - Multifunction LCD status and control console	
7.	Audible and visible alarms prioritized by severity	
8.	Number of Power Cords – 1	

9.	Included Battery Modules – 1	
Complied/Not Complied		

4. Network Management Tool

Solution Features		Complied/Not Complied
1.	Network discovery and convenient display in a topology map	
2.	Single-click Telnet or access to device manager	
3.	Front panel view of devices, clusters and stacks	
4.	Troubleshooting of common network issues	
5.	Drag-and-drop Software upgrades	
6.	Event notification of network errors and alarm thresholds	
7.	Inventory reports and health monitoring	
9.	Compatible with the switches supplied and SD-Access Architecture	
Complied/Not Complied		

5. Network Management PCs (Quantity – 1)

Solution Features		Complied/Not Complied
1.	Minimum core i7 (10 th Gen)	
2.	Run Windows 2019 Pro operating system licenses	
3.	Minimum 1TB HD and 8GB RAM	
4.	24" screen, Keyboard, mouse and power cables	
Complied/Not Complied		

Note: Supplier to install the requisite network monitoring software on the PCs as part of implementation

6.1.2 Proposed Work Schedule

Phase 1: Bidder to provide detailed overall implementation plan

Phase 2: Installation and configuration of switches, access points and UPSes

Phase 3: Configuration of link between CPST and Main Parliament Buildings

Phase 4: Configuration and implementation of VLANs

The proposed VLANs to be implemented are as indicated, subject to further input from the successful bidder.

- i. VLAN 1: This will be the network management VLAN
- ii. VLAN 2: This shall be for the voice (VoIP) service VLAN
- iii. VLAN 3: This shall be the wired internet network VLAN
- iv. VLAN 4: This shall be the Wi-Fi network VLAN

Phase 5: Testing of new network switches, access points and VLANs

Phase 6: Handover of requisite documentation on switch layout and VLAN implementation

Phase 7: Training of 5 ICT staff on the following areas:

- i. Configuration of switches/VLANs
- ii. In-depth use of the network monitoring tool
- iii. In-depth hardware troubleshooting of the supplied switches

Phase 8: Maintenance for a period of 3 years after successful sign-off of the project.

6.1.3 Network Cabling Requirements

1. The primary media for horizontal cabling will be 4-pair Unshielded Twisted Pair (UTP).
2. UTP Category 6 or higher quality cables must be used.
3. Each room identified to be networked shall have wall plates installed and each outlet terminated with 8-pin modular jacks (RJ-45).
4. Cables will be required to move through metal trunking firmly pulled.
5. Cables should not be crushed using cable ties.
6. Cable conduits must not be overfilled.
7. No distortion due to kinks, sharp bends or excessive hauling tension shall be allowed.
8. Cables shall be run in a manner eliminating any possibility of strain on the cable itself or on the terminations
9. Cables shall be kept at a minimum distance of 150mm from items liable to become hot or cold.
10. Bending radii shall not be less than eight times the overall cable diameter.
11. The manufacturers hauling tension shall not be exceeded.

12. All cable ties and fixings shall be tightened to support the cable loom without distortion of the cable sheath.
13. All cables must pass through trunking and should not be seen from outside
14. There shall be no splicing of installed cables. Intermediate cross-connects and transition points are not allowed.
15. All user-area patch chords shall be at least 3-metre in length. All user-area patch chords and cabinet patch cords will be supplied to match the total number of data outlets.
16. Data outlets shall be flash mounted on the metal trunking.
17. The contractor shall pull two cables for each faceplate and terminate both cables.
18. The contractor shall ensure that existing power sockets are mounted on the metal trunking.
19. Where there is interconnection of blocks LAN segment, HDPE ducts shall be used to interconnects the blocks and outdoor UTP cables shall be used
20. Cables entry between the blocks shall be not more than 0.5M from the ground and the outer cover shall be metallic trunk.

6.1.4 Summary of Marks Awarded

Item	Complied/Not Complied
1. Network Switches	
2. Wireless Access Points	
3. Power Management	
4. Network Management Tool	
5. Network Management PC	
Complied/Not Complied	

Note that only bidders who have COMPLIED will move to the next evaluation stage

6.1.5 Summary of Items Requested

Network Hardware

No.	Item Description	QTY
1.	Network Switches (24 port)	2
2.	Access Point 1: Indoor Access Point dual-band 802.11 abfb/ac/ax; multi-gigabit Ethernet backhaul and	2

	onboard BLE/Zigbee, 8×8:8 stream (5GHz) and 4×4:4 streams (2.4GHz), OFDMA, MU-MIMO, BeamFlex +, dual ports, 802.3at PoE	
3.	Power over Ethernet (PoE) Injector (10/100/1000 Mbps) for Access Point 1 , UK Plug	4
4.	Access Point 2: Indoor Access Point 4 stream AP (2×2:2 2.4 Ghz, 2×2:2 5Ghz); Wi-Fi 6 (802.11ax); onboard BLE/Zigbee; BeamFlex +; PoE	5
5.	Power over Ethernet (PoE) Injector (10/100/1000 Mbps) for Access Point 2 , UK Plug	10
6.	Access Point 3: Outdoor Access Point 802.11ac Wave 2 Outdoor Wireless Access Point, 901-T610-WW01, 4x4:4 Stream, MUMIMO, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, POE in, IP-67 Outdoor enclosure (OR an equivalent outdoor AP compatible with SmartZone 144 and EoL not less than 5 years)	3
7.	Mounting Kit for Access Point 3: Outdoor Access Point (OR mounting kit for an equivalent outdoor AP compatible with SmartZone 144 and EoL not less than 5 years)	3
8.	Power over Ethernet (PoE) Injector (10/100/1000 Mbps) for Access Point 3 , UK Plug	5
9.	Wireless Controller	1
10.	Network Management PC	1
11.	UPS	2
	Sub-total (Kshs.)	

Network Licenses and Cabling

ITEM	DESCRIPTION	QTY
11.	SmartZone 144 (P01-S144-XX00) Supporting up to 50 Aps	1
12.	SmartZone 144 Single AP License Upgrade SKU.	10
13.	End User WatchDog Support for SmartZone 144, 3 Year	1
14.	Network Monitoring Tool License 3 years	1
15.	Factory manufactured UTP CAT 6 RJ45-RJ45 patch cords, 1m	48
16.	Factory manufactured UTP CAT 6 RJ45-RJ45 patch cords, 3m	30
17.	UTP CAT 6, 24 Port Patch Panels	2

18.	22 U Rack	1
19.	4 Pair, UTP cable, CAT 6, 305 meters per roll with specifications as described on the tender document	6
20.	Cable - 2U with cover for Patch panels	2
21.	CAT 6 Face plate complete with dual RJ 45 key stones 45° exit.	30
	Sub-total (Kshs.)	

Miscellaneous & Training - Network

22.	Configuration of VLANS	LOT
23.	Training of 5 staff in ICT department	LOT
	Sub-total (Kshs.)	

6.2 PROJECT SCOPE - VOICE

The goal of this project is to provide connectivity between the CPST and Main parliament by setting up a secure VPN tunnel. The VPN is to be secured through encryption and will use available internet connectivity. QoS will be configured on the tunnel to ensure high quality VOIP.

A PABX will be installed at the CPST to guarantee availability of local telephony and reduce reliance on VPN for local calls.

Supply, delivery, installation, set-up and commissioning of the following equipment and materials:

- PABX Server, Content Management Server, ENS Server Appliance, NTP Server
- Required Cables and other materials/accessories
- Installation of Fiber Optic Backbone Cabling, Structured Cabling
- Configuration
- Voice system design
- Power management
- Provision of the in-house wiring, including the telecom lines, from the server room to security residence, offices and training center to the voice rack where the modem, patch panel and switches are located.
- Supply delivery and pulling of Category 6A UTP cable and Fiber optic cable
- Submission of Project Management Plan

- Provision of Technical documentation (user & system manual)
- Continuity Testing
- End to end Tagging and Labelling
- Voice cabinets

Task to be carried out will include but not limited to:

1. Delivery and installation of voice server hardware and software as per specification.
2. Configure IP PABX, gateway, core distribution switches and network adapters that enable access as one system.
3. Setup and configuration of VPN by provision of a public IP at CPST and main parliament.
4. Voice over internet protocol (VOIP) be configured on the VPN tunnel.
5. Total overhaul of the existing infrastructure and a new structured cabling be implemented.
6. Voice over internet protocol(VOIP) be configured on the VPN tunnel
7. Upgrade internet link at CPST from 2MB to 6MB.
8. Firewall configuration.
9. Inventory of all devices and serial numbers.
10. Label the cables, faceplates, racks, panel and blocks.
11. Provide technology transfer (training) to telecomm technical staff on trouble shooting and logical fault management of the voice network.
12. Provide two years support and maintenance during after the warranty period for all the components of the solution.

6.2.1 SYSTEM DESIGN

The telecommunication system shall be an IP- PABX based with VOIP. It should allow local telephony and should provide clarity in all calls without packet drops. The system operation being based on Ethernet LAN network, its main components are core switch, video phones IP and digital telephones.

1. The system shall have a SIP based extension protocol which allows a 3rd party SIP based devices to be connected and used. The SIP trunk configuration to be done on Hipath 4000 V6.

2. The system to support Auto attendant and capable of receiving simultaneous calls.
3. High end VOIP system for communication across the CPST offices with UC and call center capabilities.
4. The system shall be provisioned to be able to seamless integrate with the Main PABX.
5. The system shall support Auto attendant and capable of receiving simultaneous calls.
6. The system must allow encryption of all voice communication on end to end point of communication.
7. The system must be able to offer a smooth multimedia experience using a dedicated video phone.
8. The secondary PABX server should automatically and seamlessly take over the function of the IP PABX primary server in the event of device failure.

6.2.2 SYSTEM MANAGEMENT

1. All application shall manage from a web based administration portal interface and must support a web based browser.
2. The management portal shall proactive alert on faults and defects of the system via visual indicators.
3. Shall have an application tool to be used for operating and maintaining the system.
4. The management portal must be secure and provide different user access level.
5. Enable to create records of office data on user usage/ billing.
6. The system management shall provide maintenance of IP PABX system, IP phones and video phones should be managed in one interface.

6.2.3 STRUCTURED CABLING

1. Firewall shall be installed for network security against an authorized access.
2. Cables should not be crushed using cable ties.
3. All cables shall run through trunking and should not be visible from outside.
4. RJ45 (8 pin) wall plate shall be provided for each IP phone.
5. All face plate shall be dual
6. Two cables shall be pulled and terminated on the face plates.
7. Cable conduits must be overfilled.
8. All user patch chords shall be at least 3 meters.

- 9. Cables running should be void of strain on itself or terminations.
- 10. Voice outlets will be mounted on the metal trunking.
- 11. No splicing of installed cables. Intermediate cross connects and transition points are not allowed.
- 12. UTP category 6 cables shall not be more than 90M from the active equipment to the voice outlet.

6.2.4 PATCH PANELS

- 1. All cables to be terminated on the patch panel
- 2. Patch panel to be mounted/ housed in a telecom closet (cabinets)
- 3. Cables terminated on the patch panel to be clearly labeled

6.2.5 POWER MANAGEMENT

- 1. Ups to be mounted.
- 2. Supports SNMP
- 3. Voltage – 3Kv

6.2.6 IP Telephony Extension

No	Technical Specifications	Mandatory Compliance (Yes/No)	Remarks
1	The solution must be a Unify gateway as an expansion of the Existing Unify HiPath 4000 system at the parliament square.		
2	The IP-PBX/PABX/Communication System shall employ IP at its core with IP switching technology and 100% non-blocking.		
	The system should be built on universal slot architecture and modular in design to enable seamless growth, by adding the desired necessary modules and cards as and when required. Any interface peripheral card can be inserted in any slot of the platform, whereby it is possible to increase or decrease the trunk lines or subscriber lines of the system as per the requirement.		
2	The expansion must have licenses for 50 IP phones		

3	IP Operator set console with at least 16 freely programmable key and a key module with at least 16 freely programmable keys		
4	The gateway to include at least 4 analog and digital user ports to support connection to existing legacy ports		
5	The Gateway must include at least 3 Analog trunk ports to support existing lines		
6	Integrated connectivity for analog, TDM, HFA, and SIP subscribers		
7	HiPath 4000 Assistant for convenient administration of the HiPath 4000 system		
8	Signaling (TLS) and Payload (SRTP) encryption for VoIP (Voice over IP) connections		
9	Multi-Level Precedence and Preemption (MLPP)		
10	Remote administration – serviceability		
11	PKI integration for Signaling and Payload encryption		
12	XML Phones Services interface for easy and cost-effective workflow integration		
13	IP Distributed Architecture (IPDA)		
14	Virtual numbering plan		
15	Cost-saving Least Cost Routing for analog, TDM, and IP trunks		
16	Attendant Console		
17	Different time zones		
18	Call detail recording		
19	Gatekeeper redundancy for HFA subscribers		
20	SNMP Proxy Agent		
21	Integration of SIP-based video endpoints		
22	Integrated FlexRouting for Contact Center		
23	CTI integration of business applications via CSTA III ASN1, CSTA XML		
24	Bandwidth resource manager for IP endpoints and branches		
25	Branch survivability		
26	Multitenant functionality		
27	Display of a picture from an LDAP directory in a call		
28	Enhanced voice features such as call pickup group, call park, directed call pickup, call forwarding, callback on busy and callback no answer		

29	Capability to connect via interfaces such as analog, TDM, and IP trunks, and standard protocols such as ISDN, QSIG, and native SIP.		
30	Provision of access points	Lots	

The offered IP-PABX must support the following UC features.	Compliance Yes/No	Remarks
All-in-one solution with UC and call center capabilities fully integrated		
Support Integrated contact center		
Storage of outgoing, incoming and internal call reports shall be generated on SMDR port of the system. It shall also be available online through Ethernet Port		
It should support SIP over TLS and SRTP to ensure VOIP call security over IP network		
System should have two Gigabit Ethernet ports for LAN and WAN to separate out local and VOIP traffic on external network.		
GSM Trunk Connectivity		
The system should have in-skin GSM card so that the multiple SIMs can be inserted on the GSM card plugged on to the PBX platform. Hence, the calls on GSM mobile can be routed through this SIMs and contribute in reduction of overall telecom bill		
Varied type of open SIP Terminals such as IP Phone, SIP softphone, Mobile SIP Client and UC Client shall be supported.		
Returned Call to Original Caller (RCOC)		
The system must support following features of IP telephony: Dynamic DNS, Registrar Server, Proxy Server, Presence Server, NAT and STUN		
Bulk messaging		
Drag and Drop conference on Windows UC Client		
The system should supports SNMP, which helps to manage and monitor network elements, audit network usage and detect network faults		
Operator features shall have the assistance to extension, attended call transfer, call intercept, indication of call waiting, night service control etc. should be available by default.		
The system should have combo cards		

(PSTN+DIGITAL+ANALOG) to have flexible configuration and save on the resources of universal slots.		
The system shall have built-in web based software programming tool for system administration.		
System should have two Ethernet ports for LAN and WAN to separate out local and VOIP traffic on external network.		
It should be suitable for DTMF as well as the FSK type of telephone instruments.		
The system shall have features as CLI based routing, call duration control, least cost routing i.e. time, number or combination of both.		
Support for presence management - use presence states		
Support web conferencing without software licensing		
Support Auto-attendant		
Support integration with outlook		

System should support Voice mail system with this features		
Selectively allocate voicemails to users with the flexibility of customizable mailbox size and greetings for All/Selective users		
Notification of a new voicemail via email alert or a phone call		
Tag voicemails while Forwarding Messages to Another Mailbox		
Message wait indication via ring, change in dial-tone, voice message or message wait lamp		
Dial-by-Name to reach the intended user directly without knowing/remembering extension number		

6.3 WORKING EQUIPMENT

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

6.4 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

6.5 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.

6.6 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 Local Service Order (LSO).
- b) An agreement will be drawn detailing the levels of engagement between the parties.
- c) 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.
- d) The service provider shall operate as per specified guidelines and follow all documentation procedures as mentioned by the Commission.
- e) 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.
- f) 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.

6.7 TERMS OF PAYMENT

- a) The successful bidder will be paid on submission of certified invoices, worksheets/job cards and any other supporting documentation or as agreed during the Negotiation Meeting between the parties.
- 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]* 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 _____ 2018
 [signature] [In _____ the _____ capacity of]

Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE

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

Bill 1: Network Hardware

No.	Item Description	QTY	Unit Price	Total Price
1.	Network Switches (24 port)	2		
2.	Access Point 1: Indoor Access Point dual-band 802.11abfb/ac/ax; multi-gigabit Ethernet backhaul and onboard BLE/Zigbee, 8x8:8 stream (5GHz) and 4x4:4 streams (2.4GHz), OFDMA, MU-MIMO, BeamFlex +, dual ports, 802.3at PoE	2		
3.	Power over Ethernet (PoE) Injector (10/100/1000 Mbps) for Access Point 1 , UK Plug	4		
4.	Access Point 2: Indoor Access Point 4 stream AP (2x2:2 2.4 Ghz, 2x2:2 5Ghz); Wi-Fi 6 (802.11ax); onboard BLE/Zigbee; BeamFlex +; PoE	5		
5.	Power over Ethernet (PoE) Injector (10/100/1000 Mbps) for Access Point 2 , UK Plug	10		
6.	Access Point 3: Outdoor Access Point 802.11ac Wave 2 Outdoor Wireless Access Point, 901-T610-WW01, 4x4:4 Stream, MUMIMO, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, POE in, IP-67 Outdoor enclosure (OR an equivalent outdoor	3		

	AP compatible with SmartZone 144 and EoL not less than 5 years)			
7.	Mounting Kit for Access Point 3 : Outdoor Access Point (OR mounting kit for an equivalent outdoor AP compatible with SmartZone 144 and EoL not less than 5 years)	3		
8.	Power over Ethernet (PoE) Injector (10/100/1000 Mbps) for Access Point 3 , UK Plug	5		
9.	Wireless Controller	1		
10.	Network Management PC	1		
11.	UPS	2		
	Sub-total (Kshs.)			

Bill 2: Network Licenses and Cabling

ITEM	DESCRIPTION	QTY	Unit Price	Total Price
1.	SmartZone 144 (P01-S144-XX00) Supporting up to 50 Aps	1		
2.	SmartZone 144 Single AP License Upgrade SKU.	10		
3.	End User WatchDog Support for SmartZone 144, 3 Year	1		
4.	Network Monitoring Tool License 3 years	1		
5.	Factory manufactured UTP CAT 6 RJ45-RJ45 patch cords, 1m	48		
6.	Factory manufactured UTP CAT 6 RJ45-RJ45 patch cords, 3m	30		
7.	UTP CAT 6, 24 Port Patch Panels	2		
8.	22 U Rack	1		
9.	4 Pair, UTP cable, CAT 6, 305 meters per roll with specifications as described on the tender document	6		
10.	Cable - 2U with cover for Patch panels	2		
11.	CAT 6 Face plate complete with dual RJ 45 key stones 45° exit.	30		
	Sub-total (Kshs.)			

Bill 3: Miscellaneous & Training - Network				
1.	Configuration of VLANS	LOT		
2.	Training of 5 staff in ICT department	LOT		
	Sub-total (Kshs.)			

Bill 4: Voice Infrastructure & Installation

SUPPLY, DELIVER, INSTALL, TEST & COMMISSION THE FOLLOWING				
ITEM	DESCRIPTION	QTY	Unit Price	Total Price
	SERVER ROOM			
1	Factory manufactured UTP CAT 6 RJ45-RJ45 patch cords, 1m	72		
2	Factory manufactured UTP CAT 6 RJ45-RJ45 patch cords, 3m	30		
3	Edge switch as described on the active components on the tender document	1		
4	UTP CAT 6 , 48 Port Patch Panels	1		
5	UTP CAT 6 , 24 Port Patch Panels	1		
6	Security Appliances as described under security appliance on the tender document	2		
7	Expansion of HiPath 4000 PABX system equipped with capacity and licenses as described on the specifications on the tender document	1		
8	Consumables	lot		
9	Cable – 2U with cover for Patch panels	1		
	OFFICES			
11	4 Pair, UTP cable, CAT 6, 305 meters per roll with specifications as described on the tender document	4		
12	CAT 6 Face plate complete with dual RJ 45 key stones 45° exit.	17		
14	Attendant consoles with headsets and key module as described on the tender document	1		
	SECURITY RESIDENCE			
15	4 Pair, UTP cable, CAT 6, 305 meters per roll with specifications as described on the tender documents	2		
16	20mm conduits	3		
17	Minitrunks	3		

18	20mm bends	6		
19	Couplers	3		
20	Patrice box	3		
21	CAT 6 Face plate complete with dual RJ 45 key stones 45° exit.	3		
22	Factory manufactured UTP CAT 6 RJ45-RJ45 patch cords, 3m	3		
	TRAINING CENTER			
23	20mm conduits	25		
24	20mm bends	4		
25	Couplers	48		
26	CAT 6 Face plate complete with DUAL RJ 45 key stones 45° exit.	5		
27	Factory manufactured UTP CAT 6 RJ45-RJ45 patch cords, 3m	1		
28	Cabinets	4		
	Training \$ Commissioning			
29	Provide training to telecom staff for a period of five days	lot		
	Sub-total (Kshs.)			

Summary of Bills

No.	Bill Description	Amount (Kshs.)
1.	Bill 1: Network Hardware	
2.	Bill 2: Network Licenses and Cabling	
3.	Bill 3: Miscellaneous & Training - Network	
4.	Bill 4: Voice Infrastructure & Installation	
	GRAND TOTAL (Kshs.)	

Signature and Stamp of tenderer _____

Please Note:-

- In case of discrepancy between the cost per item and total, the unit cost per item shall prevail.
- The Grand Total 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 after the services have been satisfactorily offered and on submission of certified invoices.**

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. 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:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
--------------------------	---------------------------	-----------------------------------	----------------------	----------------------

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:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
--------------------------	---------------------------	-----------------------------------	----------------------	----------------------

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

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] dated20...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)

APPENDIX A: SAMPLE LETTER OF NOTIFICATION OF AWARD

REPUBLIC OF KENYA



PARLIAMENT OF KENYA

M/S
P. O. Box
Nairobi

Dear Sir/Madam,

RE: TENDER NO. PJS/012/2020-2021 FOR SUPPLY, INSTALLATION AND CONFIGURATION OF WIRELESS NETWORK INFRASTRUCTURE

Your Bid dated amounting to Kenya Shillings only for Supply, Installation and Configuration of Wireless Network Infrastructure 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 two years 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/ACCOUNTING OFFICER, 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

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day 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**