KISII COUNTY GOVERNMENT

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P.O. Box 4552 – 40200
Kisii, Kenya.

COUNTY ASSEMBLY

TENDER. NO KCA/GS/010/2019-2020

SUPPLY, INSTALL, CONFIGURE AND COMMISSION A UNIFIED COMMUNICATION SYSTEM (VOIP SOLUTION) AT THE KISII COUNTY ASSEMBLY OFFICES.

(OPEN TENDER)

Issued by the Public Procurement Oversight Authority in January, 2007

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Introduction

1.1 This Standard Tender Document has been prepared for use by public entities in Kenya

1.2 The following general directions should be observed when using the document.

(a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options

(b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.

1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.

(b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

(KCA/GS/010/2019-2020-SUPPLY, INSTALL, CONFIGURE AND COMMISSION A UNIFIED COMMUNICATION SYSTEM (VOIP SOLUTION) AT THE KISII COUNTY ASSEMBLY OFFICES)

NOTE: Please provide your details below for purposes of communication in case you download this tender document from Kisii County Assembly website: www.kisiiassembly.go.ke

Name of the firm:..

Postal Address:...

Telephone Contacts:...

Company email address:..

Contact Person:...

Once completed please submit this form to the email below;

supplychain@kisiiassembly.go.ke

SECTION I INVITATION TO TENDER

DATE: 23RD /12/2019

TENDER REF NO: KCA/GS/010/2019-2020

TENDER NAME: SUPPLY, INSTALL, CONFIGURE AND COMMISSION OF A UNIFIED COMMUNICATION SYSTEM (VOIP SOLUTION) AT THE KISII COUNTY ASSEMBLY OFFICES.

1.1 The Kisii County Assembly invites sealed bids from eligible candidates for Supply Delivery and Installation of Auditorium Seats at the Kisii County Assembly Chambers

1.2 Interested and eligible service providers can access and participate in the tendering by clicking on the **IFMIS NEGOTIATION NUMBER 765991** Suppliers to log in the IFMIS SUPPLIERS PORTAL: supplier.treasury.go.ke for them to participate in the tendering process

1.3 A complete set of tender documents may be obtained from the Kisii County Assembly website: **www.kisiiassembly.go.ke.**

1.4 Bidders must fill and return a soft copy of their application in the **IFMIS ONLY.**to be uploaded on or before **6TH/01/2020**

1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

For

Clerk-Kisii County Assembly

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall not exceed Kshs. 0/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

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

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 **Language of Tender**

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

2.8 **Documents Comprising of Tender**

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

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

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

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

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

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender’s performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1.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.

2.12.2The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

(a) a detailed description of the essential technical and performance characteristic of the goods;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

(c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

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

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

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

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

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

2.14.8 The tender security may be forfeited:

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

(b) in the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.27

or

(ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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

2.16 **Format and Signing of Tender**

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” (**Monday, 25ND November, 2019 At 11:00 Am**)

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

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

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (**Monday, 6TH January, 2020at 11:00 Am**).

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

2.19 Modification and Withdrawal of Tenders

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

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

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (Monday, 6TH January, 2020at 11:00 Am*)* and in the location specified in the Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

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

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

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) **Post-qualification**

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

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

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

(b) **Award Criteria**

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

(c) **Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

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

2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	**Tender is open to all tenderers eligible as described in the invitation to tender and capable of Supplying, Installing, Configuration and Commissioning of a Unified Communication System (VOIP Solution) At The Kisii County Assembly Offices**
2.14.1	**Must Provide a valid tender security of 2 percent of the tender sum.**
2.18.1	**Monday, 6TH January, 2020at 11:00 Am**
2.29.1	*As in 2.18.1 above*

EVALUATION CRITERIA

The following requirements must be met by the tenderer not withstanding other requirements in the tender documents:-

a) Mandatory Requirements (MR)

NO	Requirements	Responsive or not responsive
MR1	Must Submit a valid copy of certificate of Registration/Incorporation	
MR2	Must Submit a valid copy of Tax Compliance Certificate	
MR3	Must Provide a valid tender security of 2 percent of the tender sum.	
MR4	Copies of Tender Documents to be Submitted: soft copy only at IFMIS portal	
MR5	Form of tender and confidential business questionnaire MUST be dully filled, signed and stamped	
MR6	Must submit a valid copy of current business license/permit	

MR7	Must have Serialized ALL the pages Numerically.	
MR8	Must Submit a valid copy of KRA pin certificate	
MR9	Bidder MUST submit details of the seat Manufacturers and the seat Brochures (stamped and duly authorized).	
MR10	Provide a copy of site visit certificate provided by the client	
MR11	Must submit certificate of registration with Communication Authority	
MR12	Certified Certificate Of Registration With NCA	

At this stage, the tenderer's submission will either be responsive in all the mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

a) Technical Scores (T.S.)

This section (Technical Evaluation) will carry a total of 70% of the whole evaluation

No.	Evaluation Attribute	Weighting Score	Max. Score
T.S.1	Number of years in Provision of Maintenance service for the type(s) of machines tendered for. (kindly indicate)	• 5 years and above (10 marks) • Below 5 years, prorated- <u>Number of years x 10</u> 5	10
T.S.2	Reference of at least three corporate firms that the bidder has offered a similar service Attach **reference letter and LPO or contacts of similar nature and size**	• 3 or more Clients with references (15 marks) • Below 3 references prorated at: <u>Number of Clients' x 15</u> 3	15
T.S.3	5 No. list of permanent employees proposed to the assignment Indicate the qualifications and responsibilities	Each employee meeting Qualification 2 marks Maximum 12 marks	10
T.S.4	Please indicate minimum time required to provide the maintenance services after a contract is signed. Attach a work schedule in line with the units and office location provided	• Seven days and below – 5 marks • 7 – 14 days –5 marks • More than 14 days – 2 marks	5

No.	Evaluation Attribute	Weighting Score	Max. Score
T.S.5	Physical Facilities • Provide details of physical address and contacts – attach evidence e.g. title deed, lease, utility bills	• Details of physical address and contacts with copy of title or lease documents or latest utility bill – 4 marks • Not provided – 0 mark	5
T.S.6	Implementation strategy and methodology of the project	Detailed work plans-5 marks •Detailed Quality Assurance plans methodologies -5 mks •Delivery schedule in Gantt-chart-5 mks Detailed plan on how interlink the solution to an existing one at the Kisii County Executive offices- 10 Marks If not – 0marks	25
T.S.7	4 Brochures of the proposed products for the solution(must meet set criteria)	Brochures meeting product specification provided 10Marks each If not 0 marks	10
T.S.8	Certified audited accounts for the last three (3) years. Proof of financial stability	Evidence provided 10 Marks If not 0	10
T.S. 9	TRAINING REQUIREMENTS The Supplier shall provide technical training on the IP PBX system for five (2) technical staff members before the actual implementation of the IP PBX system. The training so provided shall be of highest standard, preferably conducted at The supplier should outline the training content, profile of trainer and expected trainees certification	Well outlined Training plan 5 marks Profile for trainer 5 Marks	10

Only bidders who score 75% and above will be subjected to financial evaluation. Those who score below 75% will be eliminated at this stage from the entire evaluation process and will not be considered further.

FINANCIAL EVALUATION.

The formulae for determining the Financial Score (Sf) shall, be as follows:-

Sf = 100 X FM/F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:

S = St x T % + Sf x P

Note: The weight given to the financial score will be 40

P= 40

The firm achieving the highest combined technical and financial score will be awarded the tender

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

(a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 **Patent Rights**

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

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination 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 Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

3.9 **Packing**

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

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

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

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

3.12 **Payment**

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

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

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

(a) Information that complement provisions of Section III must be incorporated and
(b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	**SPECIAL CONDITIONS OF CONTRACT**
3.7.1	**The successful bidder will furnish the procuring entity with a performance security equivalent to 2% of the bid price within 15 days from the date of notification of award**
3.12.1	**Within 30 Days after submission of an invoice for the cover or as may be agreed with the client.**
3.18.1	**resolve amicably by direct informal negotiation**

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period of each product
(ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 PARTICULARS

SYSTEM DESCRIPTION AND COMPOSITION

The Voice over Internet Protocol (IP) PBX System shall be a complete telephony system that will provide telephone calls over IP data networks. All conversations shall be sent as data packets over the network. The technology shall include advanced communication features but will also provide significant scalability and robustness that Kisii County Assembly's seeks. The IP PBX shall also be able to connect to TELKOM /SAFARICOM /AIRTEL/ ORANGE/ YU lines via a PSTN/GSM/E1 trunk interface.

WARRANTY

ALL equipment should have a Warranty Period of AT LEAST 1 year. Other items like cabling and consumables should be factored in the overall cost of the solution. Brochures MUST be provided for evaluation purposes (this should cover all the Network Equipment and other components as per requirement and Post Implementation training of the solution will be carried out. The following is the description of the major components of the proposed IP PBX system

The provided solution should be able to provide the following features;

FEATURES

Calling line ID including customization, Call Routing, Least Cost Routing, Call Forwarding on Busy and on No Answer, Call Transfer, Data Network Integration and Click to Dial, Advanced Music on Hold with an option to program music of minimum 2 minutes and capability to have external music on hold interface, Call Waiting, Call Transfer when not online, Call Conferencing with support for multiple 3 party conference and support for meet-me conference (Min. 6 users), Do Not Disturb, Find Me/Follow Me, On the Fly Recording Call Return and Voicemail Call back

PRIMARY SERVICES

a) Centralized Call Processing

b) The IP PBX system shall be able to support initially 400 IP users with expansion capacity of up to 1,000.

The IP PBX system shall be able to support 20 trunk lines.

d) The system shall be able to support full outlook and e-mail integration including voice mail to Email.

e) The system shall have support for business critical applications and unified communication applications which shall include IP Contact Centre/Call Centre, unified messaging.

f) The system shall have support for integrated services such as conferencing, one number follow me, personal call directory, recorded announcement, network-wide attendant and messaging.

g) The system shall have an IP PBX based unified communication security solutions that offer comprehensive threat protection, strict policy enforcement, robust access control, and privacy of confidential data.

h) As the Supplier plans for the security of the system, they should bear in mind the current security software used at Kisii County Assembly i.e. antivirus, firewall etc.

i) The Supplier shall indicate the licensing regime applicable to the IP PBX system. KCA shall prefer cost effective licensing which will allow for grow-as you-want - Licensed per extension one-off payment.

j) The system shall be able to interoperate with IP Phones, PSTN Gateways, SIP Trunks, IP Trunks, Analogue Trunks and Microsoft products such as Exchange 2016 or lower versions. The system shall have a CTI server to be able to provide call management on every desktop. The system shall make it possible for the following feature to be integrated:

- Pop-up of incoming calls with caller ID on ISDN line, List of incoming/outgoing and answered/unanswered calls.

- Click to dial Integration with MS outlook to dial from Outlook contacts.

Support in future, unified messaging to have Voicemail as wav (or equivalent) file in email client Support in future, supervision feature to have status Free/Busy/forwarded etc) of all users.

k) The system shall have multi-party conference with clock to conference and multiparty video conferencing.

l) The system shall be flexible enough to allow Kisii County Assembly configure any preferred numbering plan, including capability to support all extension on Direct Inward Dialing (DID) numbering.

SECONDARY SERVICES

- Cell Phone Integration
- Extension Groups
- Time of Day Routing
- Extension Call Recording
- Voice call recording for help desk purposes.
- Extension Range Flexibility
- Voicemail Bypass
- Intuitive VoIP Ready
- Announcement Interface

PHONE SETS

The system shall be able to support extensive user equipment including cordless, soft phones, IP, digital and analogue phone set support to meet diverse end-user requirement. Specifically the system shall be able to support the following; Digital Sets, Analogue Sets, IP phones (IP Key phones / Soft phones), SIP Phones (SIP desk phones / soft phones), DECT Phones and V-WLAN WIFI Sets.

a) The Digital/IP sets shall have large display and permanently-labeled feature buttons: eg. Speaker, Mute, Volume, Headset, Contacts, Home, History, Message, Phone.

b) The Supplier shall supply IP Phone sets capable of being powered through Power over Ethernet (PoE).

d) The Supplier shall also supply all associated accessories for each IP phone

OPERATIONS AND MANAGEMENT CONSOLE SOFTWARE

The system shall have a secure Web based IP PBX management system for easy system administration. –

a) It shall also be password protected and accessible over the network.

b) Multiple Country number selection.

c) Talk Time Management

d) Call Account Management

e) Call Detail Records - Call Logs

EXISTING NETWORK

Depending on the architecture and configuration of the IP PBX arising from the network design the supplier will be expected to carry a comprehensive site survey to establish the exact number of POE port density requirements and Factor all requirements in the quotation

INTERACTIVE VOICE RESPONSE SYSTEM (IVRS)

The system should be supplied with an Interactive Voice Response system to give callers automated support or guide them on accessing various services offered by the Assembly

REDUNDANCY REQUIREMENTS

In order to meet availability that is commensurate to world best practices, KCA proposes a redundancy arrangement utilizing the existing UC communication infrastructure

MECHANICAL ASPECTS

The use of plug-in replaceable units or modules shall be favored. Such plug-in devices shall be mechanically secured in their positions to prevent being dislodged by shaking or vibrations. Electronic equipment located outside, if any, shall be protected against direct exposure to rain and sunlight radiation. All the equipment shall meet its appropriate technical specifications.

LINKING OF EXISTING BUILDINGS

Kisii County Assembly has in place four buildings with separate Local Area Networks. We intend to have the four LANs to be connected through a fiber optic cable as part of this contract. Bidders are requested to survey and take the necessary requirements.

SECTION VI - SCHEDULE OF REQUIREMENTS

SCOPE OF WORK

Kisii County Assembly Kisii County Assembly's requires the services of an experienced Service Provider to supply, install, configure and commission a Unified Communication System (VOIP solution) at the Kisii County Assembly's offices throughout the Wide Area Network.

In order for Kisii County Assembly's to get maximum benefit from this exercise, the successful bidder will be expected to:

- Conduct a site survey to establish the organization's requirements.
- Prepare a proposal for provision of a Unified Communication Solution for the organization.
- Supply, install, configure and commission a Unified Communication System at the Kisii County Assembly offices deployed through the Wide Area Network to the various blocks.
- Provide comprehensive onsite user training to selected personnel within the Assembly.
- Integrate the solution with an existing solution at the Kisii County Executive Offices.

The scope shall cover site survey, design, supply, delivery, installation, configuration, testing and commissioning of a Unified Communication System. The system shall cover the Kisii County Assembly offices and shall include supply, installation, configuration and commissioning of Standard and Executive IP Phones as follows;

4. SITE SURVEY

Bidders MUST carry out a site survey. A site survey certificate will be issued after the exercise which MUST be submitted together with the bid. Kisii County Assembly wishes to interlink the solution to an existing one at the Kisii County Executive offices. Bidders must demonstrate how the system they intend to supply will integrate with the existing system/equipment

A site survey is required by bidders in order to assess Kisii County Assembly's present infrastructure and any gaps that may exist that may hamper the successful implementation of this project.

SYSTEM DESCRIPTION AND COMPOSITION

The Voice over Internet Protocol (IP) PBX System shall be a complete telephony system that will provide telephone calls over IP data networks. All conversations shall be sent as data packets over the network. The technology shall include advanced communication features but will also provide significant scalability and robustness that KCA seeks. The IP PBX shall also be able to connect to TELKOM /SAFARICOM /AIRTEL/ ORANGE/ YU lines via a PSTN/GSM/E1 trunk interface

GENERAL REQUIREMENTS FOR THE IP COMMUNICATION SYSTEM

The system being offered must be configured as a reliable, powerful and convenient IP communication system. It must be scalable and thus capable of meeting both current and future requirements for the integration of voice communications in the IP-based system architecture.

The offered IP communication system must offer a comprehensive package of features for voice and data. The following features, in particular, must be included:

- ✓ Support of Unified Communications applications by web based portal solutions
- ✓ Integration of mobile telephony
- ✓ Provision of voicemail services, messaging functions and presence displays for all VoIP subscribers
- ✓ Coordinated set of functions across all applications,
- ✓ Support for presence-based communication services and mobility functions based on a single-server solution
- ✓ Comprehensive solutions to increase productivity as well as customer and employee satisfaction
- ✓ Reduced operating costs
- ✓ Easy installation and convenient administration
- ✓ Integrated services, based on the Linux operating system
- ✓ Open interfaces for the integration of external applications
- ✓ IP- Networking of more than one systems to a network solution

High usability combined with easy of use and support for convenient features are mandatory.

The following function blocks must be supported:

- ✓ Calling, Dialing, Setting Up Connections
- ✓ Call Signaling, Calling Line ID
- ✓ During the Call
- ✓ Speeding Up the Communication Flow
- ✓ Conferencing

- ✓ Controlling Availability
- ✓ Easy Operation
- ✓ Working in a Team
- ✓ Call Distribution
- ✓ Security at the Phone

The IP communication system being offered must support future-oriented and innovative communication solutions for IP infrastructures. The system must provide options to integrate a variety of communication services in a personal communications portal. This includes

- ✓ Displaying presence information of the VoIP subscribers
- ✓ Personalized voicemail (inbound / outbound)
- ✓ Personalized communication profile for controlling availability with rule-based forwarding of calls based on the entered presence status
- ✓ Management of telephone conferences
- ✓ Computer-aided telephony functions
- ✓ Automatic call distribution and contact Centre solutions

The IP communication system must also provide integration options that support the mobility of voice communications across different networks. This includes

- ✓ Mobile convenience
    - Mobility solutions for access from a mobile phone to the telephony functions,including, e.g., call transfer, toggle/connect between two calls, and initiating a conference
    - One Number Service for office and GSM phones
- ✓ Mobility on the company premises
- ✓ WLAN for mobile users
- ✓ Hot desk in office environments
- ✓ teleworking for remote users

ALL-IN-ONE- SYSTEM

The IP communication system delivered as a hard- and software **integrated All-in-One** solution must offer services for setting up and operating a data network. The server must therefore support the following:

- ✓ URL blockers to restrict access to the Internet
- ✓ An intrusion detection system (IDS) to detect attacks on the computer system or network
- ✓ NAT function for translating IP addresses
- ✓ Integrated firewall function
- ✓ VPN / IPSec functionality for networking via VPN
- ✓ Internet access with up to 50 Gbit/sec.

REQUIRED COMPLIANCE WITH REGULATIONS AND GUIDELINES

The IP communication system must comply with the regulations of the Federal Office for Information Security (BSI) in Germany and be based on the recommendations of the ITU/TS and ETSI. The IP communication system must be in conformance with the EU Guideline 1999/5/EG CE and be identified accordingly.

The manufacturer must have a certificate to prove that the system was manufactured in accordance with the Environment Management System (ISO 14001). Furthermore, the manufacturer must also be able to prove that a quality assurance system based on the DIN EN ISO 9001 Standard has been introduced and applied in the Development, Production, Sales and Customer Service divisions.

TERMINAL DEVICES

The IP terminals being offered must be easy to use via an intuitive dialog-oriented user interface. Functions that are frequently used by subscribers must be assignable to functional keys of the terminal device as required.

The offering must include a comprehensive product range of various IP-capable voice terminals, adapters to connect analog phones and PC-based soft clients. The IP phones must be optionally capable of accepting slide-in modules or adapters so that add-on equipment such as headsets and active speakers can be connected to them.

INTERFACES AND SYSTEM TECHNOLOGY

In order to connect the IP communication system to the network of the service provider, configurable ports of type S0 (Basic Rate Interface), S2M (Primary Rate Interface) or Internet ports must be available to the Internet Service Provider (ITSP) on the network side. All the main features and functions of the DSS1 protocol and Session Initiated Protocol (SIP) must be supported. In addition, the system must also be upgradable to handle any new protocol guidelines that are approved.

To reduce communication costs, time-based intelligent carrier selection and breakout functions with 'Least Cost Routing' must be supported. Individual systems must include an option to select the optimum carrier as needed on a call-by-call basis.

OPERATIONAL SAFETY, MAINTENANCE AND ADMINISTRATION

To administer the IP communication system, web-based administration tools must be provided for the management functions of the system.

These management functions must be easily and conveniently accessible so that administration can be performed without any special system knowledge.

The system must also provide for error management. Automated and independently running monitoring and diagnostic programs must be provided to monitor and check not only the system components but also the peripheral interface modules. When errors occur, the system must be capable of diagnosing and independently recovering from the problem and also be able to issue corresponding system messages locally and to transmit such messages to a remote service Centre.

WARRANTY

ALL equipment should have a Warranty Period of AT LEAST 1 year. Other items like cabling and consumables should be factored in the overall cost of the solution. Brochures MUST be provided for evaluation purposes (this should cover all the Network Equipment and other components as per requirement and Post Implementation training of the solution will be carried out. The following is the description of the major components of the proposed IP PBX system

The provided solution should be able to provide the following features.

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PRIMARY SERVICES

- ✓ Centralized Call Processing.
- ✓ The IP PBX system shall be able to support initially 400 IP users with expansion capacity of up to 1,000
- ✓ The IP PBX system shall be able to support 20 trunk lines.

- ✓ The system shall be able to support full outlook and e-mail integration including voice mail to Email.
- ✓ The system shall have support for business critical applications and unified communication applications which shall include IP Contact Centre/Call Centre, unified messaging.
- ✓ The system shall have support for integrated services such as conferencing, one number follow me, personal call directory, recorded announcement, network-wide attendant and messaging.
- ✓ The system shall have an IP PBX based unified communication security solutions that offer comprehensive threat protection, strict policy enforcement, robust access control, and privacy of confidential data.
- ✓ As the Supplier plans for the security of the system, they should bear in mind the current security software used at KCA i.e. antivirus, firewall etc.
- ✓ The Supplier shall indicate the licensing regime applicable to the IP PBX system. KCA shall prefer cost effective licensing which will allow for grow-asyou-want - Licensed per extension one-off payment.
- ✓ The system shall be able to interoperate with IP Phones, PSTN Gateways, SIP Trunks, IP Trunks, Analogue Trunks and Microsoft products such as Exchange 2016 or lower versions. The system shall have a CTI server to be able to provide call management on every desktop. The system shall make it possible for the following feature to be integrated:
- ✓ Pop-up of incoming calls with caller ID on ISDN line, List of incoming/outgoing and answered/unanswered calls.
- ✓ Click to dial.
- ✓ Integration with MS outlook to dial from Outlook contacts
- ✓ Support in future, unified messaging to have Voicemail as .wav (or equivalent) file in email client.
- ✓ Support in future, supervision feature to have status Free/Busy/forwarded etc) of all users.
- ✓ The system shall have multi-party conference with clock to conference and multiparty video conferencing.

- ✓ The system shall be flexible enough to allow KCA configure any preferred numbering plan, including capability to support all extension on Direct Inward Dialing (DID) numbering.

SECONDARY SERVICES

- Cell Phone Integration
- Extension Groups
- Time of Day Routing
- Extension Call Recording
- Voice call recording for help desk purposes.
- Extension Range Flexibility
- Voicemail Bypass
- Intuitive VoIP Ready
- Announcement Interface

PHONE SETS

The system shall be able to support extensive user equipment including cordless, soft phones, IP, digital and analogue phone set support to meet diverse end-user requirement. Specifically the system shall be able to support the following; Digital Sets, Analogue Sets, IP phones (IP Key phones / Soft phones), SIP Phones (SIP desk phones / soft phones), DECT Phones and V-WLAN WIFI Sets.

a) The Digital/IP sets shall have large display and permanently-labeled feature buttons: eg. Speaker, Mute, Volume, Headset, Contacts, Home, History, Message, Phone.

b) The Supplier shall supply IP Phone sets capable of being powered through Power over Ethernet (PoE).

d) The Supplier shall also supply all associated accessories for each IP phone

STANDARD PHONE

The standard phone required is a desktop phone with the following minimum equipment features:

- ✓ Graphical display, 2 lines (192*48 pixel), monochrome

- ✓ Notification LED (red/green/amber)
- ✓ 4 free programmable feature keys with LED (red/green/amber)
- ✓ Pre-programmed: Call Log, Directory, Forward, Redial
- ✓ 5 fixed feature keys, 3 with LED (red or green) Hold, Transfer, Conference, Settings, Messages
- ✓ 4-way navigator, plus OK-key
- ✓ 3 audio keys (Mute/Speaker/Headset) with LED (red or green)
- ✓ Volume control +/-
- ✓ Open listening / Hands-free talking (Full-duplex)
- ✓ Headset port (DHSG/EHS)
- ✓ 10/100 Base-T Ethernet Switch
- ✓ IEEE 802.3af PoE, class 1
- ✓ Wall mountable

EXECUTIVE DESKPHONE

The executive desk phones to be supplied must meet the following equipment features:

- ✓ Tiltable graphical display, 3,7" (240*120 pixel), monochrome
- ✓ LED backlight (white)
- ✓ Notification LED (red/green/amber)
- ✓ 4 context sensitive soft keys with LED (red/green/amber)
- ✓ 2 fixed feature keys (Menu/Out-of-office)
- ✓ 16 free programmable feature keys with LED (red/green/amber)
- ✓ 4-way navigator, plus OK-key
- ✓ 3 audio keys (Mute/Speaker/Headset) with LED (red or green)
- ✓ Volume control +/-
- ✓ Open listening / Handsfree talking (Full-duplex)
- ✓ Headset port (DHSG/EHS)
- ✓ 10/100/1000 Base-T Ethernet Switch
- ✓ Optional Circuit conversation integration
- ✓ IEEE 802.3az Energy Efficient Ethernet
- ✓ IEEE 802.3af PoE, class 2
- ✓ Key Module optional

OPERATIONS AND MANAGEMENT CONSOLE SOFTWARE

The system shall have a secure Web based IP PBX management system for easy system administration.

a) It shall also be password protected and accessible over the network.

b) Multiple Country number selection.

c) Talk Time Management

d) Call Account Management

e) Call Detail Records - Call Logs

EXISTING NETWORK

Depending on the architecture and configuration of the IP PBX arising from the network design the supplier will be expected to carry a comprehensive site survey to establish the exact number of POE port density requirements and Factor all requirements in the quotation.

INTERACTIVE VOICE RESPONSE SYSTEM (IVRS)

The system should be supplied with an Interactive Voice Response system to give callers automated support or guide them on accessing various services offered by the Assembly.

REDUNDANCY REQUIREMENTS

In order to meet availability that is commensurate to world best practices, KCA proposes a redundancy arrangement utilizing the existing UC communication infrastructure.

MECHANICAL ASPECTS

The use of plug-in replaceable units or modules shall be favored. Such plug-in devices shall be mechanically secured in their positions to prevent being dislodged by shaking or vibrations. Electronic equipment located outside, if any, shall be protected against direct exposure to rain and sunlight radiation. All the equipment shall meet its appropriate technical specifications.

NETWORK RESTORATION

The Vendor is expected to ensure that all network ports are fully functional with all switches supporting POE.

TRAINING REQUIREMENTS

The Supplier shall provide a professional certification on Certification Partners Convergence Technologies Professional (CTP) or an equivalent certification relevant to Unified communication systems for two (2) technical staff members after the actual implementation of the Unified communication system. The training so provided shall be of highest standard, preferably conducted at the manufacturers training facility for the communication system. In additional to this training the Supplier shall provide on-the-job training to all KCA technical staff to be assigned to the Unified Communication System project during the implementation of the system.

DOCUMENTATION

The Supplier shall supply, together with the equipment, a set of documentation to be used for purposes of operation and maintenance of the IP PBX systems.

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer……………………………..

Tender Number……………………………….

Page …………………. of …………………..

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable
1.	IP PBX		1			
2.	Executive Phones		5			
3.	Standard Phones		40			
4.	48 port switch		4			
5.	Installation, Configuration, Testing and commissioning including one year support	-	1			
6.	Training	-	1			
	Total					
	VAT					
	Grand Total					

Signature of tenderer ____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII - STANDARD FORMS

Notes on the sample 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. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4. 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.

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

6. Bank Guarantee for Advance Payment Form -When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7. Manufacturers Authorization Form -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _______________
Tender No. ________________

To: _______________________
____
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ………………………………. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (…………………………………………… (*insert equipment description*) in conformity with the said tender documents for the sum of ………………………………………………………. (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

4. We agree to abid by this Tender for a period of …… [*number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _________________ day of ____________________ 20 __________

_________________________________ _________________________________
[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of ____________________________

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

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

Part 1 – General: Business Name ……………………………………………………………………………………………… Location of business premises. …………………………………………………………………………………… Plot No……………………………………………… Street/Road ………………………………………….. Postal Address ……………………….. Tel No. …………………. Fax ………………. E mail ……………. Nature of Business …………………………………………………………………………………………….. Registration Certificate No. …………………………………………………………………………………… Maximum value of business which you can handle at any one time – Kshs. ………………………………… Name of your bankers ……………………………………….. Branch ………………………………………

	Part 2 (a) – Sole Proprietor Your name in full ………………………………………………….. Age ……………………….. Nationality ………………………………… Country of origin ……………………………………. • Citizenship details ………………………………………………………………… ……………………. •
	Part 2 (b) Partnership Given details of partners as follows: Name Nationality Citizenship Details Shares 1. ………………………………………………………………………… ……………… 2. ………………………………………………………………………… ……………… 3. ………………………………………………………………………… ……………….. 4. …………………………………………………………………………

	………………..
	Part 2 (c) – Registered Company Private or Public ………………………………………………………………………………………. State the nominal and issued capital of company- Nominal Kshs. ……………………………… Issued Kshs. ………………………………… Given details of all directors as follows Name Nationality Citizenship Details Shares 1……… 2. …….. 3. ……………………………………………………………………………………………………… 4. ……………………………………………………………………………………………………… 5……….
Date ………………………………………………….. Signature of Candidate ………………………………..	

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.3 **TENDER SECURITY FORM**

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

*[signature of the bank]*____________________________

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the ___________ day of ____________ 20 _________ between ……………… [*name of Procurement entity)* of ………. [*country of Procurement entity]* (hereinafter called "the Procuring entity) of the one part and …………………….. [*name of tenderer]* of ………….. [*city and country of tenderer]* (hereinafter called "the tenderer") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _______ the _______________ (for the Procuring entity

Signed, sealed, delivered by _______ the _______________ (for the tenderer in the presence of _____________________

(Amend accordingly if provided by Insurance Company)

8.5 **PERFORMANCE SECURITY FORM**

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

WHEREAS …………………………………… [*name of tenderer*] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. ______________________ [*reference number of the contract]* dated _________ 20 _______________ to supply …………………………………………… [*description of goods]* (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the __________ day of ____________ 20 _________

Signed and seal of the Guarantors

____
[name of bank or financial institution]

____
[address]

____
[date]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To ………………………………
[*name of Procuring entity]*

[name of tender] …………………..

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

____
[name of bank or financial institution]

____
[address]

____
[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

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

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

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

____

[*signature for and on behalf of manufacturer]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
____
____

To:_____________________
____
____
____

RE: Tender No.______________________

Tender Name____________________

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.
____
____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*____
   ____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF……….….20……...

BETWEEN

…………………………………………….APPLICANT

AND

…………………………………RESPONDENT *(Procuring Entity)*

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

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ………… day of ………....20….………

SIGNED
Board Secretary