

COUNTY GOVERNMENT OF KISUMU



OPEN TENDER

**TENDER DOCUMENT
FOR**

**PROVISION OF WIRELESS NETWORK
INFRASTRUCTURE FOR COUNTY-
HEADQUATER OFFICES**

TENDER NO. CGK/CIT/2019-2020/001

NEGOTIATION NO: 783281

FEBRUARY, 2020

TABLE OF CONTENTS

Contents

TENDER DOCUMENT	1
SECTION I – INVITATION TO TENDER	3
VISION, MISSION, & CORE VALUES	4
HEALTH, SAFETY AND ENVIRONMENT POLICY STATEMENT.....	5
SECTION II INSTRUCTIONS TO TENDERERS	6
APPENDIX TO INSTRUCTIONS TO THE TENDERERS.....	15
SECTION III GENERAL CONDITIONS OF CONTRACT	22
SECTION IV SPECIAL CONDITIONS OF CONTRACT	26
SECTION V - DESCRIPTION OF SERVICES.....	27
SECTION VI - SCHEDULE OF REQUIREMENTS.....	29
SECTION VII - PRICE SCHEDULE OF REQUIREMENTS	30
SECTION VIII- STANDARD FORMS	31

SECTION I – INVITATION TO TENDER

TENDER REF NO.: CGK/CIT/2019-2020/001

**TENDER NAME: PROVISION OF WIRELESS NETWORK INFRASTRUCTURE
FOR COUNTY HEADQUATER OFFICES**

- 1.1 The County Government of Kisumu (hereinafter referred to as the procuring entity) invites sealed tenders from eligible candidates for the tender for **PROVISION OF WIRELESS NETWORK INFRASTRUCTURE FOR COUNTY HEADQUATER OFFICES**
- 1.2 Tendering will be conducted through the National Competitive (NCB) bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015.
- 1.3 Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the offices of the Head of Procurement & Supplies located on the 2ND floor of the County Government of Kisumu Headquarters, Prosperity House, Kisumu from **MONDAY TO FRIDAY (BETWEEN 0800 HOURS AND 1600 HOURS** inclusive) except on public holidays and Sundays.
- 1.4 The tender document can be viewed and downloaded from the CGK website www.kisumu.go.ke at no fee.
- 1.5 Enquiries can be made via email address: info@kisumu.go.ke
- 1.6 Bidders are advised to regularly visit the CGK website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the CGK website as they become available.**
- 1.7 There shall be **A MANDATORY PRE-PLANNED SITE VISIT ON MONDAY, 2nd March, 2020** starting from **1000 Hours**. Interested and eligible candidates shall be required to gather at the **ICT Conference Room located on the 8th Floor Wing “B”, County Government of Kisumu, HQs**. All bidders shall be required to sign an attendance register as evidence of having participated in the site visit.
- 1.8 The amount of Tender Security shall be **Kenya Shillings One Hundred and Fifty Thousand (Kshs. 150,000.00)** in the form of a Banker’s guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document.
- 1.9 All Tenders in **one original** plus [**Two-2 copies**], properly filled in, and enclosed in plain envelopes must be delivered to the address below and marked:

TENDER NO. CGK/CIT/2019-2020/001

PROVISION OF WIRELESS NETWORK INFRASTRUCTURE FOR STAFF OFFICES

“DO NOT OPEN BEFORE 1000 HOURS ON **FRIDAY, 13th March 2020”**

**THE HEAD OF PROCUREMENT & SUPPLIES
COUNTY GOVERNMENT OF KISUMU
P.O Box 2738-40100, Kisumu
E-mail: info@kisumu.go.ke**

Completed tenders shall be placed in Tender Box located at the County Headquarters, **Prosperity Building, Kisumu 2nd Floor, Main Reception Hall BEFORE 1000 HOURS ON **FRIDAY, 13th March 2020****

Bulky tenders shall be submitted at the office of **Head of Procurement & Supplies located on the 2nd floor Wing “C” at the County Government of Kisumu Headquarters, BEFORE 1000 HOURS ON **FRIDAY, 13th March 2020****

- 1.10 Prices quoted shall be in United States Dollars (US\$) or Kenya Shillings, should be net inclusive of all taxes and delivery and shall remain valid for 90 days from the opening date of the tender. Applicable exchange rate is the Central Bank of Kenya rate prevailing on the date of tender opening.
- 1.11 Tenders will be opened promptly after **1030HOURS ON **FRIDAY, 13th March 2020**** in the presence of Tenderers’ representatives who choose to attend the opening at the Procurement Conference Room to be communicated later.
- 1.12 Late Tenders, incomplete Tenders, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation.
- 1.13 Canvassing or lobbying for the tender shall lead to automatic disqualification.
- 1.14 **Tenders must submit hard and soft copy this should be done through Suppliers Portal**

**HEAD OF PROCUREMENT AND SUPPLIES
FOR: COUNTY SECRETARY**

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.

2.1	Eligible Tenderers
2.2	Cost of tendering
2.3	Contents of tender documents
2.4	Clarification of Tender documents
2.5	Amendment of tender documents
2.6	Language of tenders
2.7	Documents comprising the tender
2.8	Form of tender
2.9	Tender prices
2.10	Tender currencies
2.11	Tenderers eligibility and qualifications
2.12	Tender security
2.13	Validity of tenders
2.14	Format and signing of tenders
2.15	Sealing and marking of tenders
2.16	Deadline for submission of tenders
2.17	Modification and withdrawal of tenders
2.18	Opening of tenders
2.19	Clarification of tenders
2.20	Preliminary Examination
2.21	Conversion to other currencies
2.22	Evaluation and comparison of tenders
2.23	Contacting the procuring entity
2.24	Award of Contract.....
a)	Post-qualification
b)	Award criteria
c)	Procuring entities right to accept or reject any or all tenders
2.25	Notification of award
2.26	Signing of Contract
2.27	Performance security
2.28	Corrupt or fraudulent practices

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 procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the 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 procuring entity, 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 procuring entity shall allow the tenderer to review the tender document free of charge.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration 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 Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender documents"
- 2.4.2 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.

2.5 Amendment of documents

- 2.5.1 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 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 Procuring entity, 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 Procuring entity, 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

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
 - b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - c) Tender security furnished is in accordance with Clause 2.12
 - d) 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, pursuant to paragraph 2.22.
- 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 procuring entity 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 Pursuant to Clause 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.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction 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 not exceeding 2 per cent of the tender price.
- 2.12.3 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 2.12.7
- 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 County.
 - d) Letter of credit
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.8 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 2.26
 - or**
 - (ii) to furnish performance security in accordance with paragraph 2.27.
 - c. If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 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 2.12 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 Tender

- 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 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. 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 to tender and the words: “**DO NOT OPEN BEFORE 1000 HOURS ON FRIDAY, 13th March 2020**”

2.15.2 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”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **1000 HOURS ON FRIDAY, 13th March 2020**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity 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 procuring entity 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 procuring entity 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 in accordance with the provisions of paragraph 2.15. 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, pursuant to paragraph 2.12.7.

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

2.17.6 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend at the County Government of Kisumu

Headquarters, Kisumu **BEFORE 1000 HOURS ON FRIDAY, 13th March 2020**. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 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.

2.18.3 The procuring entity 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 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 shall be sought, offered, or permitted.

2.19.2 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. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity 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 Procuring entity 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, pursuant to paragraph 2.20, 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.

2.20.5 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 nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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 Procuring entity'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 paragraph 2.22.4 and 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 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

2.22.5

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderer offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment 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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.6 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.7 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 procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity 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 procuring entity 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 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.

2.24.2 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, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity 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 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

2.24.4 Subject to paragraph 2.25 the Procuring entity 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.

2.24.5 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.6 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.

c) Procuring entity's Right to Accept or Reject Any or All Tenders

2.24.7 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

2.25 Notification of award

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. 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 pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

2.26.3 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 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.27 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

2.28.2 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;

2.28.3 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<p>This invitation to tender is open to firms who shall demonstrate proven technical ability to carry out work of the complexity and size envisaged in this tender and who shall have appropriate available personnel, equipment, financial strength, managerial capacity and experience.</p> <p>There shall be a mandatory pre-planned site visit on MONDAY, 4th March, 2020 starting from 1000 Hours. Interested and eligible candidates shall be required to gather at the <i>Procurement Conference Room located in the New Service Area (Kapenguria) County Government of Kisumu, Mombasa</i>. All bidders shall be required to sign an attendance register as evidence of having participated in the site visit.</p>
2.12.1	<p>Tenderers shall be required to submit a Tender Security amounting to Kenya Shillings One Hundred and Fifty Thousand (Kshs. 150,000.00) in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Oversight County (PPOA), Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document</p>
2.15.1	<p>The Bidder will be required to submit 2 copies in addition to the original of their bid marked “ORIGINAL” and “COPY”.</p> <p>Tenders shall be submitted in a two-envelope system (Envelope A - Technical Submission and Envelope B - financial Submission).</p> <p>The two sealed envelopes shall then be sealed in an outer envelope bearing the tender number and tender name and a statement ‘DO NOT OPEN BEFORE 1000 HOURS ON FRIDAY, 13th March 2020</p> <p>Envelope A shall contain the Technical submission and shall be clearly marked “Envelope A – Technical Submission”.</p> <p>Only tenders that are responsive to the mandatory requirements and have attained the passmark of 75% in the technical evaluation shall have their financial submission opened.</p> <p>Envelope A shall contain NO indication of the tender price or other financial information of the bid and: -</p> <ol style="list-style-type: none"> 1. Shall have a table of contents pages clearly indicating Sections and Page Numbers. The various sections shall be highlighted and arranged in the format below (Mandatory) 2. Shall have pages in the whole document numbered in the correct

	<p style="text-align: center;">sequence. (Mandatory)</p> <p>The technical submission shall contain the following information:</p> <ol style="list-style-type: none"> i. Evidence of having attended the Pre-bid Meeting and carried out site survey (MANDATORY) ii. Particulars of Tendering Company to include Company background, Firm's Organization Structure, Certificate of Incorporation/Registration, Valid and current Single Business Permit and a Valid and Current Tax Compliance Certificate. (MANDATORY). iii. Original Tender Security amounting to Kenya Shillings One Hundred and Fifty Thousand (Kshs. 150,000.00) in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Oversight County (PPOA), cash, letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document (MANDATORY). iv. Duly filled and signed Confidential Business Questionnaire (MANDATORY). v. Duly filled and signed Declaration Form (MANDATORY). vi. Duly filled and signed Anti – Corruption Declaration Commitment Pledge Form (MANDATORY). vii. Proof of having carried out successful installation and configuration of wireless infrastructure implementations. Attach extracts of contracts, purchase orders and signed copies of completion of final certificates. This should include list of reference persons who can be contacted to verify the information (MANDATORY) viii. Bidder shall be a Cisco premier partner or above. Proof of Valid Cisco Premier Partnership or above. Shall be verified for authenticity (MANDATORY) ix. Proof of current and valid certification of personnel who will undertake the actual network upgrade implementation with the following qualification (MANDATORY). x. The lead engineer MUST either be a CCNP Routing & Switching or CCNP Wireless certified (certification shall be verified for authenticity). The lead engineer and the technical team must demonstrate an understanding of Cisco Identity Services Engine (ISE) and Cisco Prime Infrastructure (MANDATORY). xi. Provide detailed project plan for the entire project indicating key personnel for each implementation. Provide details of delivery and completion period from the time of receipt of order (MANDATORY)
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- xii. Written Undertaking that staff proposed for the work will be present for the whole duration of the project implementation **(MANDATORY)**.
- xiii. Undertaking to provide knowledge transfer to CGK technical team for all the elements installed **(MANDATORY)**
- xiv. Bidders must provide at least 4 detailed CVs of the technical staff to undertake the project. The proposed staff must have relevant Professional qualifications and experience. Attach all relevant professional qualification and shall be verified authenticity **(MANDATORY)**
- xv. Duration of Warranty (defects liability) period and the manufacturer's detailed Defects Liability Period County Plan. This must cover warranty obligations of the manufacturers and customer and clearly set conditions under which warranty claim is valid or void. Define clearly the County within warranty period **(MANDATORY)**
- xvi. Provide full documentation of the entire project implementation **(MANDATORY)**.
- xvii. Compliance to the Technical specifications as per the schedule of requirements **(MANDATORY)**.
- viii. Experience in works of similar nature and size in the covering years 2016, 2017 and 2018 including detailed names of purchasers sold at each site **(MANDATORY)**.
- xix. Attach relevant technical datasheets and information for items specified in the technical specifications) **(MANDATORY)**.
- xx. Any other item and information which the Tenderer considers may include in his technical proposal should be clearly marked "additional Information".

Envelope B shall contain: -

- i. Form of Tender
- ii. Schedule of prices

The inner and outer envelopes shall:

- a) be addressed to the County at the address given in the Invitation to Tender as follows:

**THE HEAD OF PROCUREMENT & SUPPLIES,
COUNTY GOVERNMENT OF KISUMU,
P.O Box 2738-40100, Kisumu**

Email: info@kisumu.go.ke

	<p>Note: The cover envelope shall not bear the name and identification of the Bidder</p> <p>b) bear tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE 1000 HOURS ON FRIDAY, 13th March 2020”</p> <p>The inner envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.</p> <p>If the outer envelope is not sealed and marked as required, the County will assume no responsibility for the tender’s misplacement or premature opening.</p>												
<p>2.22.1</p>	<p>Technical proposals shall be subjected to the following evaluation criteria:</p> <table border="1" data-bbox="558 684 1430 1963"> <thead> <tr> <th data-bbox="558 684 1317 783">Technical Evaluation Requirements</th> <th data-bbox="1317 684 1430 783">Max Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="558 783 1317 1123"> <p>Company’s Experience (10Marks)</p> <ul style="list-style-type: none"> At least three works of installation, integration and configuration of Cisco (or equivalent) Wireless infrastructure covering years 2016,2017 and 2018– 5 marks Reference letters addressed to CGK with names and addresses of clients who may be contacted for further information on these contracts – 5 Marks </td> <td data-bbox="1317 783 1430 1123"> <p>10</p> </td> </tr> <tr> <td data-bbox="558 1123 1317 1289"> <p>Detailed work plan and duration (Implementation Plan in Gantt Chart). The bidder MUST show how new network elements will be integrated into the existing infrastructure– 20 marks</p> </td> <td data-bbox="1317 1123 1430 1289"> <p>20</p> </td> </tr> <tr> <td data-bbox="558 1289 1317 1394"> <p>Adherence to technical specifications, attach proposed product data sheets and validated designs. (10 Marks)</p> </td> <td data-bbox="1317 1289 1430 1394"> <p>10</p> </td> </tr> <tr> <td data-bbox="558 1394 1317 1499"> <p>Onsite programme and after sales plan, this to include defects liability plan and warranty details (5 Marks)</p> </td> <td data-bbox="1317 1394 1430 1499"> <p>5</p> </td> </tr> <tr> <td data-bbox="558 1499 1317 1963"> <p>Qualifications and competence of firm and key staff for the assignment (Team Leader, Project Manager & Other Staff)</p> <p>The proposed staff must have necessary professional certification and a minimum of three years of experience in the industry</p> <p>a. Bidder shall be a Cisco Premier partner or above. The bidder shall be required to present their relevant Cisco credentials. The partnership shall be verified for authenticity – 10marks</p> <p>b. Staff qualifications and competence:</p> </td> <td data-bbox="1317 1499 1430 1963"> <p>45</p> </td> </tr> </tbody> </table>	Technical Evaluation Requirements	Max Score	<p>Company’s Experience (10Marks)</p> <ul style="list-style-type: none"> At least three works of installation, integration and configuration of Cisco (or equivalent) Wireless infrastructure covering years 2016,2017 and 2018– 5 marks Reference letters addressed to CGK with names and addresses of clients who may be contacted for further information on these contracts – 5 Marks 	<p>10</p>	<p>Detailed work plan and duration (Implementation Plan in Gantt Chart). The bidder MUST show how new network elements will be integrated into the existing infrastructure– 20 marks</p>	<p>20</p>	<p>Adherence to technical specifications, attach proposed product data sheets and validated designs. (10 Marks)</p>	<p>10</p>	<p>Onsite programme and after sales plan, this to include defects liability plan and warranty details (5 Marks)</p>	<p>5</p>	<p>Qualifications and competence of firm and key staff for the assignment (Team Leader, Project Manager & Other Staff)</p> <p>The proposed staff must have necessary professional certification and a minimum of three years of experience in the industry</p> <p>a. Bidder shall be a Cisco Premier partner or above. The bidder shall be required to present their relevant Cisco credentials. The partnership shall be verified for authenticity – 10marks</p> <p>b. Staff qualifications and competence:</p>	<p>45</p>
Technical Evaluation Requirements	Max Score												
<p>Company’s Experience (10Marks)</p> <ul style="list-style-type: none"> At least three works of installation, integration and configuration of Cisco (or equivalent) Wireless infrastructure covering years 2016,2017 and 2018– 5 marks Reference letters addressed to CGK with names and addresses of clients who may be contacted for further information on these contracts – 5 Marks 	<p>10</p>												
<p>Detailed work plan and duration (Implementation Plan in Gantt Chart). The bidder MUST show how new network elements will be integrated into the existing infrastructure– 20 marks</p>	<p>20</p>												
<p>Adherence to technical specifications, attach proposed product data sheets and validated designs. (10 Marks)</p>	<p>10</p>												
<p>Onsite programme and after sales plan, this to include defects liability plan and warranty details (5 Marks)</p>	<p>5</p>												
<p>Qualifications and competence of firm and key staff for the assignment (Team Leader, Project Manager & Other Staff)</p> <p>The proposed staff must have necessary professional certification and a minimum of three years of experience in the industry</p> <p>a. Bidder shall be a Cisco Premier partner or above. The bidder shall be required to present their relevant Cisco credentials. The partnership shall be verified for authenticity – 10marks</p> <p>b. Staff qualifications and competence:</p>	<p>45</p>												

	<p>i. Team leader with CCNP certifications from Cisco (CCNP Routing & Switching Certificate or CCNP Wireless) or demonstrate similar capacity across proposed technologies with professional level certification and demonstrated experience (submit project participants CVs). The certification shall be verified for authenticity – 10 Marks</p> <p>ii.The bidder must have dedicated project management team to do the implementation, and different services team to do the maintenance during warranty period. Organization chart must be submitted as evidence – 10 marks</p> <p>c. The following are minimum qualifications of the nominated project team are strongly preferred and will be an advantage for the proposed bidder (15 Marks assigned as below):</p> <p>i. Project Manager: PMP/Prince2 – 5 Marks</p> <p>ii. Wireless and Routing & Switching team:</p> <ul style="list-style-type: none"> • CCNP (R&S) or equivalent– 3 Marks • CCNP Wireless or equivalent - 3 Marks • Two (2) associate level engineers – 4 Marks <p>The certification shall be verified for authenticity - 5 marks assigned as below</p> <p>d. Bidder has to submit matrix of project showing each member skills, certificates, and description of his role in the project – 2.5 marks.</p> <p>e. CVs and Certificates of all the staff must be submitted with the tender submission – 2.5 Marks</p>	
	<p>Financial strength - (10Marks): Certified copies of Audited Financial for the last three years 2017, 2018 and 2019 (Financial strength shall be pegged on the following ratios: liquidity, gearing, and profitability ratios.</p> <ul style="list-style-type: none"> • Liquidity ratios CA/CL > 1:1 = 4 marks • Gearing ratios not more than 20% = 3 marks • Profitability ratios 20% and above = 3 marks <p>Marks will be awarded on the ratio indicated as an average for the three years as follows:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Full marks for meeting requirement <input type="checkbox"/> prorated marks for not meeting requirement 	10

	Bidders will be required to score a minimum of 75% to proceed to the next stage of evaluation (Financial Bids Opening and Evaluation)	
	Total	100
2.22.6	<p><i>Site Visit:</i></p> <p><i>As part of due diligence, the Procuring entity reserves the right, in determining to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily, to conduct site visits to the reference sites</i></p>	
2.24	<p><i>Award of contract is to the lowest evaluated bidder</i></p> <p><i>Candidates with a poor previous performance record will not be considered for award</i></p>	
2.27.	<p><i>Performance Security shall be 10% of the contract sum in form of a bank guarantee in the format provided in the tender document.</i></p>	

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

3.1	Definitions
3.2	Application
3.3	Standards
3.4	Use of contract documents and information
3.5	Patent Rights
3.6	Performance security
3.7	Inspections and tests
3.8	Payment
3.9	Prices
3.10	Assignment
3.11	Termination for default
3.12	Termination for insolvency
3.13	Termination for convenience
3.14	Resolution of disputes
3.15	Governing language
3.16	Force majeure
3.17	Applicable law
3.18	Notices

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

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Use of Contract Documents and Information

- 3.4.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.4.2 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
- 3.4.3 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

3.5 Patent Right's

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 services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 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.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
 - a) Cash.
 - b) A bank guarantees.
 - c) Such insurance guarantee approved by the County.
 - d) Letter of credit.
- 3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.
- 3.7.2 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 Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

- 3.9.1 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 procuring entity'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.

3.10 Assignment

- 3.10.1 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.

3.11 Termination for Default

- 3.11.1 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 provide any or all of the services 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.

- 1.11.2 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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

- 3.12.1 The procuring entity may at the any time 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 procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity 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 procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

- 3.14.1 The procuring entity'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.
- 3.14.2 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.

3.15 Governing Language

- 3.15.1 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.

3.16 Force Majeure

3.16.1 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.

3.17 Applicable Law.

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

3.18 Notices

3.18.1 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

3.18.2 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.
- 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	<i>Special conditions of contract</i>
3.3.1	<i>This contract is for PROVISION OF WIRELESS NETWORK INFRASTRUCTURE FOR COUNTY HEADQUATER OFFICES</i>
3.6	<i>Performance Security shall be 10% of the contract sum in the form of a bank guarantee in the format provided in the Tender Document- valid for six months after sign - off</i>
3.8	<i>Payment shall be after 30 days from receipt of invoice</i>
3.14	<i>Resolution of disputes shall be through arbitration. Appointment of an Arbitrator shall be in accordance with provisions of the Arbitration Act Cap 49 of the Laws of Kenya</i>
3.17	<i>Applicable laws shall be the laws of Kenya</i>
3.18	<i>For Notices, the address of the County shall be: THE HEAD OF PROCUREMENT & SUPPLIES COUNTY GOVERNMENT OF KISUMU, P.O BOX 2738-40100, KISUMU <i>Email:info@kisumu.go.ke</i></i>

SECTION V – TECHNICAL SPECIFICATIONS (DESCRIPTION OF SERVICES)

5.1 GENERAL INFORMATION

5.1.1 Identification

The formal identification for this document is the Technical Specification for the provision of wireless network connectivity for County Government of Kisumu offices. This document provides the technical requirements that shall be satisfied for the procurement of the services.

5.1.2 Purpose

The primary purpose of the project is to provide indoor enterprise wireless network infrastructure for the County Government of Kisumu offices.

5.1.3 Scope

The scope of the project shall include but not limited to the following:

- i. Mandatory survey and design of the wireless infrastructure set up, this includes (LAN, IP Telephony, CCTV cameras among others)
- ii. Design, configuration, deployment and integration of the access points to the existing wireless controller and CGK LAN.
- iii. Installation of wireless network equipment at the County Public Service Board and the Works Department
- iv. Implementation of adequate security measures utilizing the existing Cisco ISE deployed at CGK.
- v. Implementation and configuration of Access Points and controller monitoring onto the existing Prime Infrastructure.
- vi. Provision of structured cabling where applicable for Access point installations.
- vii. All Access points **MUST** be integrated with the existing Cisco ISE and Cisco Prime Infrastructure.

5.1.4 Locations

The wireless shall cover all the county departmental offices located at the Prosperity Building

5.2 INSTALLATION, INTEGRATION & COMMISSIONING

- i. Bidders are required to carry out a site survey of the CGK offices to understand the coverage and establish if there is any any additional requirements **(MANDATORY)**.
- ii. The successful bidder will be required to indicate the items warranty period where applicable.
- iii. All Access points **MUST** integrate with Wireless LAN controller, the Cisco Identity Services Engine and Cisco Prime Infrastructure for efficient management of the wireless network infrastructure.

- iv. The successful bidder shall be responsible for supplying, designing in conjunction with relevant CGK IT teams, installation, configuration and conducting tests to guarantee performance. The final acceptance testing will be carried out by CGK upon successful configuration.
- v. Each successful testing will be followed by a sign off by the IT Department Personnel and the CGK Acceptance Committee.
- vi. Bidder shall provide an estimated timeline, schedule & Project management approach for the completion of the whole project
- vii. Bidder must include within his proposal a certificate from the solution provider vendor stating that the bidder is certified to sell, install and supCounty the proposed solution (Manufacturer's Authorization)
- viii. The provided hardware and software must be purchased through the proper channels, and must be new, original and registered with CGK with back to back supCounty from the manufacture. The bidder must provide a letter from the manufacturer confirming the same.
- ix. Bidder must provide on-site installation for all components, installation of the network including all accessories & connectivity such as Cabling and Power supplies, delivery, unpacking and physically placement of all components, connection and installation of all components, power, testing of all components, and full operation of the network devices.
- x. Once the tender is awarded, the bidder has to register with the vendor all serial numbers through legal channel.
- xi. Detailed product data sheets of the equipment to be supplied MUST be attached
- xii. It shall be the bidders' responsibility to replace any faulty device within 24 hours of failure before the project is handed over to CGK.
- xiii. The access points must supCounty at least Four (4) SSIDs with the capability to provide guest traffic separation.

SECTION VI- SCHEDULE OF REQUIREMENTS

The table below details the specification for the wireless access points and the associated accessories.

Part Number	Item Description
AIR-AP3802E-E-K9	802.11ac W2 AP w/CA; 4x4:3; Mod; Ext Ant; mGig -E Domain with 25 Controller Licenses
CON-SNT-P3802EER	SNTC-8X5XNBD 802.11ac W2 AP w/CA; 4x4:3; Mod; Ext Ant
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)
AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)
SW3802-CAPWAP-K9	Cisco Aironet 3800 Series CAPWAP Software Image
AIR-ANT2524DW-R	2.4 GHz 2 dBi/5 GHz 4 dBi Dipole Ant., White, RP-TNC
TRN-CLC-000	10 Prepaid Training Credits: Redeem W/Cisco Learning Partners
	RJ45
	Minitrunking
	SIEMON CAT 6 UTP Cable
	Labour & Professional services

* Refer to solution specifications /scope of works

SECTION VII

PRICE SCHEDULE OF REQUIREMENTS

Part Number	Item Description	Duration	Quantity	Unit Price	Total
AIR-AP3802E-E-K9	802.11ac W2 AP w/CA; 4x4:3; Mod; Ext Ant; mGig -E Domain with 25 Controller Licenses	---			
CON-SNT-P3802EER	SNTC-8X5XNBD 802.11ac W2 AP w/CA; 4x4:3; Mod; Ext Ant	-			
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	---			
AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)	---			
SW3802-CAPWAP-K9	Cisco Aironet 3800 Series CAPWAP Software Image	---			
AIR-ANT2524DW-R	2.4 GHz 2 dBi/5 GHz 4 dBi Dipole Ant., White, RP-TNC	---			
TRN-CLC-000	10 Prepaid Training Credits: Redeem W/Cisco Learning Partners				
	RJ45				
	Minitrunking				
	SIEMON CAT 6 UTP Cable				
	Labour & Professional services				
	Grand Total				

SECTION VIII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VII - STANDARD FORMS

1. Form Of Tender
2. Price Schedules
3. Contract Form
4. Confidential Questionnaire Form
5. Tender Security Form
6. Performance Security Form
7. Bank Guarantee For Advance Payment
8. Declaration Form

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 of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
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 (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

PRICE SCHEDULE					
No	Item	Units	Qty	Unit Cost	Total Cost
1	Cisco 2702E Access Point with accessories + 1 year Smartnet	No			
2	Low Profile Antenna, 2.4 GHz 3dBi/5 GHz 5dBi, White, RP-TNC	No			
3	CISCO 5508 Wireless LAN Controller Licensing for additional Access Points (5 batch)	No			
5	Category 6 UTP Cat 6 UTP Ethernet Cable	Boxes			
6	Installation, configuration and integration	lot			
ESTIMATE TOTAL COST					

Signature of tenderer _____

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

8.2 CONTRACT FORM (For Information)

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 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) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 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 Procuring entity)

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

in the presence of _____.

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE (MANDATORY)

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. Email
Nature of Business
Registration Certificate No.....

Maximum value of business which you can handle at any one time –

Kshs.....

Name of your bankers

Branch.....

Account No.....

Continued in next page...

...continued from previous page

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 30%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 30%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

8.4 TENDER SECURITY FORM (MANDATORY)

Whereas[name of the tenderer](hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of[name and/or description of the services] (hereinafter called “the Tenderer”)

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at [name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum offor 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 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)

8.5 PERFORMANCE SECURITY FORM (For Information)

To:
[name of the 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 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]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT (For Information)

To.....
[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 institution], 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 thereunder 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 and 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] _____

DECLARATION FORM (MANDATORY)

Date _____

To _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

LETTER OF NOTIFICATION OF AWARD (FOR INFORMATION)

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

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary