

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF SIAYA

TENDER DOCUMENT

FOR

PROVISION OF INTERNET SERVICES

TENDER NO.:

CGS/SCM/TOUR/OT/2021-2022/01

**CHIEF OFFICER
TOURISM, CULTURE, ICT, SPORTS & ARTS
P.O. BOX 803-40600
SIAYA**

**COUNTY SECRETARY
COUNTY GOVERNMENT OF SIAYA
P.O. BOX 803-40600
SIAYA**

July, 2021

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SECTION I – TENDER NOTICE

TENDER NO: CGS/SCM/TOUR/OT/2021-2022/01 FOR PROVISION OF INTERNET SERVICES

The **County Government of Siaya (CGS)** invites sealed bids from eligible candidates for **Provision of Internet Services**. The resultant contract will be for an initial period of one (1) year, renewable annually for a further two (2) years, on mutual consent of both parties, subject to satisfactory performance.

Interested eligible candidates may obtain the tender document free-of-charge by downloading it from the CGS website (www.siaya.go.ke) or and the Public Procurement Information Portal (www.tenders.go.ke). Those who download the tender document and intend to submit a bid should email their names and contact details to: procurement@siaya.go.ke for records and communication on any tender clarification or addenda.

Prices quoted should be net inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing/opening date of the tender. **Tenders must be accompanied by a Tender Security of Kenya Shillings Two Hundred Thousand (Kshs. 200,000)** in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Asset Disposal Regulations, 2020, payable to the County Secretary, CGS.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender identification number and name and be deposited in the Tender Box provided at the main entrance of **ALEGO USONGA SUB-COUNTY OFFICES** within Siaya Town or be addressed and posted to:

**The County Secretary
County Government of Siaya
P.O. Box 803 – 40600, SIAYA**

so as to be received **on or before Wednesday 4th August, 2021 at 12.00 noon**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Alego Usonga Sub-County Offices**, within **Siaya Town**

Director, Supply Chain Management
For: COUNTY SECRETARY

26/06/2021

SECTION II - INSTRUCTION TO TENDERERS

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GENERAL INFORMATION

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall 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 relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 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 the 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 price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - (i) Instructions to Tenderers
 - (ii) Appendix to Instructions to Tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements
 - (vi) Technical Specifications
 - (vii) Form of Tender
 - (viii) Price Schedules
 - (ix) Contract Form
 - (x) Confidential Business Questionnaire Form
 - (xi) Tender security Form
 - (xii) Performance security Form
 - (xiii) Declaration Form
 - (xiv) Manufacturers' Authorization
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the 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 candidates 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.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender 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 and 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 Tenders

- 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 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.11.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished in accordance with paragraph 2.12
 - (d) Confidential Business Questionnaire
 - (e) Declaration Form.

2.8 Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form 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 the 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 2.20.5
- 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 15% 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 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's 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 Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be stated as an absolute value and shall be an amount of not more than two percent of the tender as valued by the procuring entity.

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 2.12.8

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance company guarantee as may be approved by the Public Procurement Regulatory Authority.
- d) Letter of credit.
- e) A guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.4 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender after the deadline for submitting tenders but before the expiry of the period during which tenders shall remain valid.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.28 or
 - (ii) To furnish performance security in accordance with paragraph 2.29.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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 Tenders

- 2.14.1 The tenderer shall prepare an original and a copy 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender
 - (b) Bear Tender identification number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE, (DATE AND TIME INDICATED IN THE INVITATION TO TENDER).**”
- 2.15.3 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”.
- 2.15.4 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 not later than **(DATE AND TIME INDICATED IN THE INVITATION TO TENDER)**
- 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 2.5.3 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 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 tenders, is received by the Procuring entity prior to the deadline prescribed for 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 fax or email 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 2.12.8.
- 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 within fourteen days of termination and such notice shall contain the reasons for termination.

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 **(DATE AND TIME INDICATED IN THE INVITATION TO TENDER)** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 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 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 of the tender 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.

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 sureties 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 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 non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, 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 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 consider, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4.
- (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.

- (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. Tenders 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 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.
- 2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.
- 2.22.6 To qualify for contract awards, the tenderer shall have the following: -
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
 - (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the 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 verify and 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 consider the tenderer 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 2.11.2 , 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 2.22 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.

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 were not successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 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 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.27.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.27.1 or paragraph 2.26.2 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 tender 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	Particulars of appendix to instructions to tenderers												
2.1	Particulars of eligible tenderers: The tender is open to ICT Solution Providers incorporated in Kenya by the Registrar of Companies who have appropriate and valid accreditations												
2.1.3	Qualification Information Statement: Not required												
2.2.2	Price to be charged for tender documents. Prospective Tenderers may download complete tender document free of charge from the County Government of Siaya website (www.siaya.go.ke)												
2.2.3	Reviewing the tender documents: Prospective Tenderers can access and review the tender document free of charge from County Government of Siaya website (www.siaya.go.ke)												
2.7.1	Documents Comprising the Tender: Also includes all documents listed under 2.20.1 and 2.22 of this Appendix to Instructions to Tenderers.												
2.9.5	Contract Price Variations: Any contract Price variations shall be as allowable in the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Asset Disposal Regulations, 2020.												
2.10	Particulars of other currencies allowed. None												
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Only ICT Solution Providers incorporated in Kenya are eligible ii) Qualification Requirements are as per 2.20.1 and 2.22 of this appendix to Instructions Tenderers												
2.12.1	Particulars of tender security if applicable. Tender Security in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Asset Disposal Regulations, 2020, amounting to Kenya Shillings One Hundred Thousand (Kshs. 100,000) valid for an additional thirty (30) days after the expiry of the tender validity period i.e. valid for 120 days after the date of tender opening.												
2.12.3	Denomination of Tender Security: The tender security shall be denominated in Kenya Shillings and no other currency shall be allowed												
2.12.4	Form of Tender Security: A guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Asset Disposal Regulations, 2020.												
2.14.2	Signing of Tenders: <ul style="list-style-type: none"> ▪ The tender shall be signed only by a person(s) duly authorized to bind the tenderer and a Power of Attorney for the Person(s) shall be submitted. ▪ The tender document should additionally be serialized. 												
2.16.3	Bulky tenders which do not fit in the tender box may be delivered to the Supply Chain Management Office.												
2.20.1	Tenderers are required to submit the following MANDATORY DOCUMENTS which will be used during PRELIMINARY EXAMINATION to determine responsiveness, notwithstanding any other requirement in the tender document: - <table border="1" data-bbox="300 1756 1517 2036"> <thead> <tr> <th data-bbox="300 1756 411 1792">No.</th> <th data-bbox="411 1756 1517 1792">Parameter</th> </tr> </thead> <tbody> <tr> <td data-bbox="300 1792 411 1850">1</td> <td data-bbox="411 1792 1517 1850">Copy of certificate of Incorporation under the Company's Act and must have been in existence for the last five (5) years.</td> </tr> <tr> <td data-bbox="300 1850 411 1908">2</td> <td data-bbox="411 1850 1517 1908">Certificate of Confirmation of Directors and Shareholding (CR12) issued within the last 12 months from the date of Tender Opening. <i>(This may be verified with the Registrar of Companies)</i></td> </tr> <tr> <td data-bbox="300 1908 411 1966">3</td> <td data-bbox="411 1908 1517 1966">Copy of Valid Tax Compliance Certificate issued by the Kenya Revenue Authority <i>(Will be verified on the KRA TCC Checker)</i></td> </tr> <tr> <td data-bbox="300 1966 411 2002">4</td> <td data-bbox="411 1966 1517 2002">Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided.</td> </tr> <tr> <td data-bbox="300 2002 411 2036">5</td> <td data-bbox="411 2002 1517 2036">Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided</td> </tr> </tbody> </table>	No.	Parameter	1	Copy of certificate of Incorporation under the Company's Act and must have been in existence for the last five (5) years.	2	Certificate of Confirmation of Directors and Shareholding (CR12) issued within the last 12 months from the date of Tender Opening. <i>(This may be verified with the Registrar of Companies)</i>	3	Copy of Valid Tax Compliance Certificate issued by the Kenya Revenue Authority <i>(Will be verified on the KRA TCC Checker)</i>	4	Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided.	5	Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided
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	6	Must submit a Duly Completed, Signed and Stamped Confidential Business Questionnaire in format provided																										
	7	Must Submit a Tender Security in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Asset Disposal Regulations, 2020, amounting to Kenya Shillings Two Hundred Thousand (Kshs. 200,000) valid for an additional thirty (30) days after the expiry of the tender validity period i.e. valid for 120 days after the date of tender opening																										
	8	Must submit Audited Financial Statements for the last three consecutive years (i.e. 2018, 2019 & 2020) with an average turnover of at least Kshs. 100 million and signed by auditor(s) approved by Institute of Public Accountants of Kenya (ICPAK) and at least one director / shareholder of the firm. <i>Attach current Annual Practicing License of either the Auditor or the Audit Firm.</i> This may be verified with ICPAK																										
	9	Submit a written Power of Attorney for the person(s) duly authorized to bind the tenderer. The County Government of Siaya will determine whether the tender document has been properly signed																										
	10	Proof of Registration within Siaya County. Submit a valid relevant current Trading License / Single Business Permit issued by the County Government of Siaya																										
	11	Submit a duly completed, signed and stamped Declaration form attached to this tender document																										
	12	Manufacturers Authorization: Provide proof of authorization & Support, by the equipment manufacturers to sell/service the products in Kenya. A letter of Authorization /Tenderer recommendation should be signed by the manufacturers or the authorized dealers																										
	13	Must provide proof of being Licensed Internet Service Provider by Communication Authority of Kenya tier 1 or 2.																										
	14	Submit copies of a valid Application Service Provider and Network Facilities provider License to provide internet services provided by the Communication Authority of Kenya under the Unified Licensing Framework (ULF)																										
	15	Certified copy of Certificate of Compliance from Communication Authority of Kenya																										
	16	Properly bound, good-presented document. The tender document shall be paginated / serial numbered. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1, 2, 3..... n where n is the last page). Table of contents should also be provided and the document accordingly arranged.																										
	NOTE: FAILURE TO COMPLY WITH ANY OF THE MANDATORY REQUIREMENTS SHALL LEAD TO DISQUALIFICATION. ONLY BIDDERS WHO ARE SUCCESSFUL AT THIS STAGE WILL PROCEED TO THE NEXT STAGE OF EVALUATION.																											
2.20.2	Arithmetic Errors: The tender sum as submitted and read out during tender opening shall be final and shall not be the subject of any corrections, adjustments or amendments.																											
2.21	Conversion to a single currency: Tender Prices shall be in Kenya Shillings and no other currencies are allowed. There will therefore be no conversions																											
2.22	<p>EVALUATION AND COMPARISON OF TENDERS / TECHNICAL EVALUATION</p> <p>Tenders that are found Responsive at the Preliminary Evaluation Stage will be subjected to Detailed technical Evaluation as per the criteria below notwithstanding any other requirement in the tender documents.</p> <p>i) Vendor Evaluation</p> <table border="1" data-bbox="300 1724 1516 2083"> <thead> <tr> <th data-bbox="300 1724 411 1780">No.</th> <th data-bbox="411 1724 1209 1780">Parameter</th> <th data-bbox="1209 1724 1364 1780">Maximum Score</th> <th data-bbox="1364 1724 1516 1780">Cut off Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="300 1780 411 1825">1</td> <td data-bbox="411 1780 1209 1825">Organization Structure</td> <td data-bbox="1209 1780 1364 1825">10</td> <td data-bbox="1364 1780 1516 1825">6</td> </tr> <tr> <td data-bbox="300 1825 411 1881">i.</td> <td data-bbox="411 1825 1209 1881">Submit a detailed Company Profile with details of current staff establishment and shareholding (2 marks if provided if not 0 mark)</td> <td data-bbox="1209 1825 1364 1881"></td> <td data-bbox="1364 1825 1516 1881"></td> </tr> <tr> <td data-bbox="300 1881 411 1926">ii.</td> <td data-bbox="411 1881 1209 1926">Must have staff Establishment of at least 10 Personnel – 8 marks</td> <td data-bbox="1209 1881 1364 1926"></td> <td data-bbox="1364 1881 1516 1926"></td> </tr> <tr> <td data-bbox="300 1926 411 1982">2</td> <td data-bbox="411 1926 1209 1982">Relevance of specialized knowledge and experience on similar engagements done in the region/country</td> <td data-bbox="1209 1926 1364 1982">11</td> <td data-bbox="1364 1926 1516 1982">7</td> </tr> <tr> <td data-bbox="300 1982 411 2083">i</td> <td data-bbox="411 1982 1209 2083">Evidence of five (5) SLAs and Annual Technical Support Service Contract currently under implementation or implemented within the last one (1) year – 2 marks each</td> <td data-bbox="1209 1982 1364 2083"></td> <td data-bbox="1364 1982 1516 2083"></td> </tr> </tbody> </table>				No.	Parameter	Maximum Score	Cut off Score	1	Organization Structure	10	6	i.	Submit a detailed Company Profile with details of current staff establishment and shareholding (2 marks if provided if not 0 mark)			ii.	Must have staff Establishment of at least 10 Personnel – 8 marks			2	Relevance of specialized knowledge and experience on similar engagements done in the region/country	11	7	i	Evidence of five (5) SLAs and Annual Technical Support Service Contract currently under implementation or implemented within the last one (1) year – 2 marks each		
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Instructions to tenderers	Particulars of appendix to instructions to tenderers			
	ii	Warranty terms and conditions at least 3 years – <i>1 Mark</i>		
	3	Reference Sites	20	15
		<p>Evidence of at least Four (4) similar projects implemented within the last Five (5) Years. Submit as evidence either completion certificates, Project Specific Reference / Recommendation Letters, Recognition and Awards which should demonstrate similar experience in installation, configuration, testing, commissioning and maintenance of MPLS and Internet provision and the firm’s capability to offer seamless services.</p> <p><i>(Details to be Presented in a table format and evidence attached)</i></p> <ul style="list-style-type: none"> • Four firms and above 20 marks, • Below Four firms $\frac{20}{4} \times \text{number of firms}$ 		
	4	<p>Competence: Evidence of technical professionals with relevant certifications proposed as the project team structure to deliver the project, Composition and structure of the team proposed. The proposed roles of the management and the team of key personnel should be suitable for the provision of the necessary services. Proposed Key Personnel should have the Qualifications indicated below. Submit CURRICULUM VITAE {CV}, relevant academic certificates and where applicable, relevant professional certifications in areas of expertise.</p>	38	38
	i.	<p>Project Manager – 8 Marks</p> <ul style="list-style-type: none"> ▪ Master degree in a related ICT field – <i>3 Marks</i> ▪ General Experience: Minimum experience of 10 years in ISP related field – <i>3 Marks</i> ▪ Experience in information system management – <i>2 Mark</i> ▪ Experience in managing projects for MDAs, Government institutions – <i>1 Mark</i> ▪ Have managed a similar project before – <i>1 Mark</i> 		
	ii.	<p>Two (2) Senior Network Engineers – 9 Marks Each per network Engineer Total 18 Marks</p> <ul style="list-style-type: none"> ▪ Bachelor’s degree in IT or related field, 2 professional qualifications (CCNP, CCNA or any other recognized 2qualification) – <i>2 Marks</i> ▪ Network Administration experience 5 years in an ISP – <i>2 Marks</i> ▪ Information Security Expert (CISM/CISSP) or any other recognized 2 security professional qualification – <i>2 Marks</i> ▪ Specific experience (Installation, configuration and support of MPLS Solution) 5 years - <i>2 Mark</i> ▪ Experience in managing projects for MDAs, Government institutions – <i>1 Mark</i> 		
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	5	General Organizational Capability which is likely to affect implementation Supply, installation, configuration, testing and commissioning lead time	6	3

Instructions to tenderers	Particulars of appendix to instructions to tenderers			
	i.	<ul style="list-style-type: none"> • Installations and configuration within 30 days – 6 Marks • Installations and configuration within 45 days – 4 Marks • Installations and configuration beyond 60 days – 1 Mark 		
	6	Methodology and Work Plan: Adequate demonstration of the Implementation methodology	15	10
	i	Provide a detailed description of the methodology of how the organization/firm will achieve the Terms of Reference, keeping in mind the appropriateness to local conditions and environment – 4 Marks		
	ii	Adequacy of Risk Management plan, describe the potential risks for the provision of internet services, Describe measures that will be put in place to mitigate these risks – 2 Marks		
	iii	Change over process from the existing solution to the new solution with little or no downtime – 2 Marks		
	iv	Presentation clear and in the sequence of activities and the planning logical, realistic and promise efficient implementation to the project – 2 Marks		
	v	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic – 2 Marks		
	vi	Is the scope of task well defined and does it correspond to the TOR – 2 Marks		
	vii	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract – 1 Marks		
	TOTAL		100	80

THE MINIMUM TECHNICAL SCORE TO PROCEED TO TECHICAL EVALUATION SHALL BE 80%. Bidders shall in addition meet the set pass mark for each Criteria.

ii) Technical Specifications

This will be the second stage of Technical Evaluation. Bidders will be required to respond to Table under 6.5 of Technical Specifications in Section VI – Description of Services. Bidders MUST MEET ALL REQUIREMENTS, provide all the required information, and submit all required documentation. Bidders who meet the requirements shall be marked YES and thus proceed to the next stage of evaluation while those who do not meet shall marked NO and shall eliminated at this stage from the entire evaluation process and will not be considered further

Parameter	Yes /No (Pass/Fail)
Technical Specifications	

iii) Financial Evaluation

Bidders determined responsive after technical evaluation will be subjected to financial evaluation as below: -

(a) Financial Ratios: The last audited financial statements will provide details for determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios are as below. ***Tenderers shall submit as part of their tender document a sheet showing calculations of the financial ratios***

(i) Current Ratio = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$
Should meet the threshold of at least 1:1

(ii) Solvency ratios (i.e., Debt to Assets Ratio) = $\frac{\text{Total Debt}}{\text{Total Assets}}$
Should meet the threshold of at least 1:1

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	<p>(iii) Turnover in the Last Financial Year of at least 50% of Tender Value.</p> <p>(iv) Cash Assets: The Tenderer should have at least 20% of the total tender value in cash assets in the last financial year Balance Sheet provided as part of the audited financial statements</p> <p>(v) Profitability Margin = $\frac{EBIT}{Gross\ Revenue/Sales}$ Should meet the threshold of at least 10% (<i>EBIT – Earnings Before Interest and Taxes</i>)</p> <p>(b) Financial Comparison: Bidders whose Financial Ratios are found acceptable will be subjected to Financial Comparison and award will be made to the lowest responsive bidder</p>
2.24 (a)	<p>Particulars of post – qualification if applicable. The CGS may conduct post-qualification as it deems necessary in accordance with ‘‘The Public Procurement & Disposal Act 2015 Section 83 (1), which provides that ‘‘<i>An evaluation committee may, after tender evaluation, but prior to the award of the tender, conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this Act</i>’’</p>
2.24.4	<p>Award Criteria:</p> <ul style="list-style-type: none"> ▪ <i>Award shall be to the lowest evaluated bidder</i> ▪ <i>The CGS reserves the right at the time of contract award, to award the contracts in whole or in part by increasing or decreasing scope originally specified in the Schedule of requirements without any change in unit price or other terms and conditions</i>
2.27	<p>Particulars of performance security if applicable.</p> <p>Performance Security shall be required only for Contracts above <u>Kshs. 5 Million</u> as per the requirements of Reg. 135(1) of the Public Procurement and Asset Disposal Regulations, 2020. The performance Security shall be in the form of an unconditional Bank Guarantee amounting to 2% of the contract sum</p>
Other’s as necessary	

SECTION III - GENERAL CONDITIONS OF CONTRACT

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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 Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization procuring the services under this Contract
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract
- (h) "Day" means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, 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 contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 The Contractor 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 SCC

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 guarantee.
- c) 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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.8.2 Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charges 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 quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

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

3.10. Assignment

3.10.1 The Contractor 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 Contractor terminate this Contract in whole or in part:

- (a) if the Contractor 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 Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 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 un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Procuring entity may at 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 prejudice 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 entities 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 an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes 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. Applicable Law

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

3.17 Force Majeure

- 3.17.1 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.

3.18 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 Email 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.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 INTRODUCTION

The County Government of Siaya intends to identify and contract a reputable and competent firm to provide reliable internet services for a period of twelve (12) months renewable for a further two (2) year subject to satisfactory performance.

5.2 SCOPE OF THE SERVICES

Schedule for provision of wide area network and internet services

5.2.1 The MPLS MUST support the following applications and services:

- Windows and web-based business applications which include ERP, Active Directory Window System, VOIP
- Internet & Email

5.2.2 COUNTY requires 100 MB TxRx Internet via an international undersea Fiber that will be used for browsing within the HQ and an independent secondary backup link of 20 MB (Twenty) capacity but not on the same medium.

The service provider should provide:

- Internet services AND backup internet links.
- MPLS Installation.
- Bandwidth/access services and support of the installed MPLS equipment to facilitate reliable connectivity between County HQ and its Sub County offices with Voice over IP VIA VLANs.

5.2.3 The bidder should include design details and a detailed road map on how to scale to the next phase of interconnecting the other branch offices. The stations and offices to be connected are as listed below:

5.3 LOCATIONS

The services are required at the following locations:

No	Region/Field office	Office Location
1	Head Office	Siaya Town.
2	Bondo Sub County	Bondo town
3	Rarieda Sub County	Aram
4	Gem Sub County	Yala
5	Ugunja Sub County	Ugunja
6	Ugenya Sub County	Ukwala

5.4 PERSONNEL REQUIREMENTS

The provision of the services shall require the service provider to avail trained personnel to support the Client on need basis.

The personnel shall not include anyone on attachment from the service provider.

SECTION VI – DESCRIPTION OF SERVICES

6.1 INTRODUCTION

The present ICT Infrastructure Multiprotocol Label Switching (MPLS) (MPLS WAN) on which the County depends on for its operations is inadequate in terms of bandwidth performance, management and simplicity; to meet the County requirements for effective management and service operations of all its key offices and functions.

This is due to usage and also changing its business processes through automation; using web-based ERP system; hence the need for technologically advanced network solutions, additional and reliable bandwidth and backup links.

This means that the existing solution of MPLS WAN; will therefore need to be well maintained and supported

6.2 SITE VISIT

Bidders are encouraged to visit the County premises at their own expense and examine the County Prospective equipment sites in order to obtain all information necessary for the preparation of their bid.

6.3 OBJECTIVE

The overall objectives of this project is to ensure that data captured in various offices is transferred to County head office on-line and in real time; and to provide management with accurate information.

The proposed solution should provide reliable, internet connectivity to County and its Sub County offices, secure and integrated wide area network to interconnect County HQ to Sub Counties located across the county.

6.4 TECHNICAL SYSTEM REQUIREMENTS:

The CGS intends to acquire the services of an Internet Service Provider (ISP) in installation, configuration, bandwidth provision and technical support of/for a Wide Area Network (WAN) setup and Internet link for its headquarters and sub-county offices. The CGS intends to achieve this by acquiring, installing and configuring the following: -

6.4.1 Internet Services

- Primary Internet Access @ 120 Mbp/s uplink and downlink at the HQ.
- Secondary BackUp Internet Access @20 Mbp/s uplink and downlink at the HQ.
- Service availability level of 99.9%
- Traffic Monitoring for all offices is MANDATORY. The County will require a url to access the monitoring tool.

6.4.2 MPLS IP Network

- Traffic Monitoring.
- Traffic sizing and prioritization of protocols.
- Integrated Voice over IP network.
- Meantime for repair.
- Latency across the network.

- Service Level Agreement (SLA) for the service

6.4.3 MPLS Security

- Network Security and Advanced Security Services provision.
- Content filtering.
- Advanced Malware Protection.
- Intrusion prevention.
- User and device quarantine solution.
- Identity-based policies.
- Web and Email filtering systems MANDATORY.

6.4.4 MPLS Performance Management

- Web caching and link aggregation.
- Application level (Layer 7) traffic analysis and shaping.

6.4.5 MPLS Monitoring and Management

- Web based management/configuration.
- Real-time diagnostic and troubleshooting over the web.
- Automatic security patches and firmware upgrades provision.
- Network asset discovery and user identification.
- Network Event logs, monitoring, alerts and Centralized policy management provision

6.4.6 MPLS Support And Management

The successful bidder will be expected to provide support services of the network as follows:

- Management & support services for the installed SDWAN
- Maintenance of Network devices and VLANs
- Status monitoring is a MUST for the COUNTY IT team
- Performance monitoring is a MUST for the COUNTY IT team
- Fault escalation and management

6.5 MANDATORY TECHNICAL EVALUATION CRITERIA

All Requirements must be responded to by the bidder. Vendors should provide comments to the requirements based on the following codes.

NOTES:

- (1) In the **VENDOR COMPLIANCE LEVEL** Column, bidders should indicate: -
- **FS - (Fully Supported)** the solution fully supports the requirement without any modifications.
 - **PS - (Partially Supported)** the solution supports the requirement with use of a system or workflow workaround or enhancement.
 - **NS - (Not Supported)** the solution is not capable of supporting the requirement and cannot be modified to accommodate the requirement
- (2) In the **VENDOR DESCRIPTION** columns, bidders should provide clear and concise explanation of their solution's conformance to the requirement. Bidders can also refer to additional supporting information One- or two-word responses (e.g. —Yes,|| —No,|| —Will comply,|| etc.) will be considered insufficient to confirm responsiveness to respective requirement provided elsewhere in their proposal documents. Bidders should refrain from providing false information. Information provided will be subject to verification during the proof of concept solution demonstrations. Bidders are encouraged to also indicate if they have any additional comments about a particular requirement, which should be documented

Bidders must **meet all requirements**, provide all the required information, and submit all required documentation. Bidders who meet the requirements shall be marked **YES**, those that do not meet are marked **NO**.

No.	Attribute	Criteria	Vendor Compliance Level (FS, PS, NS)	Vendor Description
1.	Equipment	The Bid MUST provide Customer Premise Equipment (CPE) necessary for connectivity that will be placed within the customer premises.		
2.	National Network Footprint	Bidders must demonstrate that they have an existing national network footprint especially in areas where COUNTY sites are located.		
3.	Compatibility with the existing Local Area Network (LAN)	The proposed CPEs should be compatible with the existing Local Area Network (LAN).		
4.	Service Level Agreement (SLA)	Bidders MUST provide a copy of their Service Level Agreement (SLA) specifying service guarantees, technical support response time guarantees, and reimbursements where applicable, and support availability.		

No.	Attribute	Criteria	Vendor Compliance Level (FS, PS, NS)	Vendor Description
5.	Internet Gateways	The provider MUST have redundant Internet gateways through submarine cables with at least two geographically and logically independent routes with automated failover.		
6.	Backhaul Link	The provider MUST provide a redundant link to COUNTY Hq. The redundant link must not be on the same medium with the main link		
7.	Network Monitoring Tools	The Provider MUST provide Network monitoring tools to be used by Technical support staff at the COUNTY. These tools must be able to provide detailed reports including port, IP and protocol, and applications		
8.	Multiprotocol Label Switching (MPLS) Service	<ul style="list-style-type: none"> ▪ Provision of Traffic Monitoring from the regions ▪ Integrated Voice over IP network ▪ Provision of Network Security and Advanced Security Services for both HQ and regions provision. ▪ Capability of Content filtering and bandwidth prioritization ▪ Provision of Advanced Malware Protection, Intrusion prevention. ▪ User and device quarantine solution. ▪ Web and Email filtering systems ▪ Creation of VLANs between the HQ and Regions 		
9.	Traffic Monitoring	Traffic Monitoring mechanism provided by the vendor and how to access the URL for monitoring tool.		

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
2. **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.
3. **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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Self-Declaration Form** - This form must be completed by the tenderer and submitted with the tender documents.
8. **Form of Written Power-of-Attorney** - This form must be completed by the tenderer and submitted with the tender documents.
9. **Manufacturer's Authorization** - This form must be completed by the tenderer and submitted with the tender documents.

1. PRICE SCHEDULE FORM

Bandwidth Options and Support Charges

1. The tenderer's should quote for dedicated and shared bandwidth as indicated in the table below
2. All the quotations should indicate clearly the proposed monthly access costs for both the dedicated and shared bandwidth
3. All the quotations should also indicate clearly any technical support and management charges.
This will include quarterly maintenance of links and network devices.

No.	Site/Route	Bandwidth Required (Mbps)	Support Charges (Kshs)	Dedicated Bandwidth	Shared Bandwidth
				Monthly access cost (Kshs)	Monthly access cost (Kshs)
1	Head Office - Primary Link	70			
	Link – Secondary Link	20			
2	Bondo	10			
3	Gem	10			
4	Rarieda	10			
5	Ugunja	10			
6	Ugenya	10			
EQUIPMENTS					
	Devices proposed	Unit Cost	16% VAT	Total Cost	Total Cost
	Six (6) Cisco Routers				
	Six (6) MikroTik RouterBoard RB1100AHx4				

SIGNATURE:

DATE:

STAMP:

2. FORM OF TENDER

To:
.....

Date:
Tender No.

[Name and address of procuring entity]

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (*Insert numbers*) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide _____
_____ in conformity with the said Tender document for the sum of Kshs.
_____ (amount in figures) _____
(amount in words) 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 Details of Services.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Instruction to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2012

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

3. 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 _____ and
has accepted a tender by the tenderer provision of the the services in the sum of _____
_____ [contract
price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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:
 - (f) the Tender Form and the Price Schedule submitted by the tenderer;
 - (g) the Schedule of Requirements
 - (h) the Description of Services
 - (i) the General Conditions of Contract
 - (j) the Special Conditions of Contract; and
 - (k) 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 Medical Insurance Scheme cover 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 services 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 _____

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 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

	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 <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	Part 2 (c) – Registered Company																									
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
Date.....	Signature of Candidate.....																									

5. TENDER SECURITY FORM

(Shall be in Letter Head of Issuing Bank or Insurance Company)

WHEREAS _____ (hereinafter called "the Tenderer")
has submitted his tender dated _____ for the provisions of
_____ (name of
Contract)

KNOW ALL PEOPLE by these presents that WE _____ having
our registered office at _____ (hereinafter called "the Bank" or "the
Insurance Company), are bound unto _____ (hereinafter called "the
Procuring Entity") in the sum of **Kenya shillings** _____ (**Kshs.**
_____) 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 or Insurance Company) this _____ Day of _____ 20_____

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers

Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 his first written demand, without the procuring Entity having to substantiate his demand, provided that in his 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 said date.

[Date]

[Signature of the Bank or Insurance Company]

[Witness]

[Seal]

6. 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 insurance 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 a 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 of money 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 of financial institution]

[Address]

[Date]

7. SELF-DECLARATION FORM

Date _____

To:

The County Secretary

County Government of Siaya

P.O. Box 803-40600

Siaya

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.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

8. FORM OF WRITTEN POWER-OF-ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to commit the bidder and receive on his behalf correspondence in connection with the Bid. The Tender document shall be signed by the Person(s) with the Power of Attorney.

.....
 (Name of Bidder's Representative in block letters)

.....
 (Address of Bidder's Representative)

.....
 (Signature of Bidder's Representative)

Alternate:

.....
 (Name of Bidder's Representative in block letters)

.....
 (Address of Bidder's Representative)

.....
 (Signature of Bidder's Representative)

*To be filled by all Bidders.

*Both representative and alternate must attach copy of National Identification card or Passport.

=====

*Where the representative is not a Director of the Firm, At least one Director must sign below.

Name of Director	Signature	Date
1		
2		
3		
4		

**To be filled by all Tenderers.*

9. MANUFACTURER’S AUTHORIZATION FORM

(Must be on Manufacturer’s or Producer’s letterhead)

To:

The County Secretary

**County Government of Siaya
P.O. Box 803-40600
Siaya**

WHEREAS *[insert: name of the manufacturer or producer]* (hereinafter, “we” or “us”) who are established and reputable manufacturers or producers of *[insert: name and/or description of the Goods requiring this authorization]* (hereinafter, “Goods”) having production facilities at *[insert: address of factory]* do hereby authorize *[insert: name and address of Tenderer]* (hereinafter, the “Tenderer”) to submit a tender, and subsequently negotiate and sign the Contract with you against Tender No.: _____ for _____ produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against these tender documents.

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

In the capacity of *[insert: title, position, or other appropriate designation]* and duly authorize to sign this Authorization on behalf of *[insert: name of manufacturer or producer]*

NOTE: Manufacturer’s Authorization must be ON LETTER HEAD and addressed to County Government of Siaya and must be tender and item specific and signed by an authorized signatory. – MANDATORY