



**TOURISM REGULATORY AUTHORITY  
(TRA)**

**TENDER NO. TRA/12/2019 -2020**

**SUPPLY INSTALLATION AND CONFIGURATION OF STRUCTURED  
CABLING AND IP BASED TELEPHONE SYSTEM**

**CLOSING DATE;**

**11<sup>th</sup> December 2019 AT 10.00 A.M.**

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## SECTION I

### INVITATION FOR TENDERS

Tender reference No. **TRA/12/2019-2020**

**Tender Name; SUPPLY INSTALLATION AND CONFIGURATION OF  
STRUCTURED CABLING AND IP BASED TELEPHONE SYSTEM**

- 1.1 Tourism Regulatory Authority invites sealed tenders for **Supply Installation and Configuration of Structured Cabling and IP Based Telephone System**
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents (and additional copies) at (name, address and physical location of the procuring entity including relevant office) during normal working hours.
- 1.3 A complete set of tender documents may be DOWNLOADED **free of charge** from TRA website; [www.tourismauthority.go.ke](http://www.tourismauthority.go.ke) or [tenders.go.ke](http://tenders.go.ke).
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for ( **12** ) **months** from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at UTALII HOUSE, OFF UHURU HIGHWAY 4<sup>TH</sup> FLOOR or to be addressed to  
**The Director General,  
Tourism Regulatory Authority,  
Utalii House, off Uhuru Highway  
P.O BOX 25357-00100  
NAIROBI.**  
so as to be received on or before; **11<sup>th</sup> December 2019 AT 10.00  
A.M.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **TRA boardroom at Utalii House**

**DIRECTOR GENERAL**

**SECTION II**  
**INSTRUCTIONS TO TENDERERS**  
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## **INSTRUCTIONS TO TENDERERS.**

### **1. General**

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
  - (a) copies of certificates of registration, and principal place of business;
  - (b) total monetary value of construction work performed for each of the last five years;
  - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
  - (d) major items of construction equipment owned;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
  - (g) authority to seek references from the Tenderer's bankers.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2. Tender Documents**

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 herebelow:-
- (a) These instructions to Tenderers
  - (b) Form of Tender
  - (c) Conditions of Contract and Appendix to Conditions of Contract
  - (d) Specifications
  - (e) Drawings
  - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing through email; **tenders@tourismauthority.go.ke**. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

## **3. Preparation of Tenders**

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-
- (a) The Tender;
  - (b) Tender Security;

- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
  - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 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.

#### **4. Submission of Tenders**

- 4.1 The tender duly filled and sealed in an envelope shall;-  
be addressed to the Employer at the address;  
**The Director General,  
Tourism Regulatory Authority,  
Utalii House, Off Uhuru Highway  
P.O BOX 25357-00100 NAIROBI**

- [b] Bear the name and identification number of the Contract as defined in the invitation to tender; and
  - [c] Provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.
- Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

## **5. Tender Opening and Evaluation**

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and



- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
  - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
  - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
  - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
  - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

## **6. Award of Contract**

6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract 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 action.

6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

6.5 Within **14 days** after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

6.6 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.

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

6.8 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.

## **7. Corrupt and fraudulent practices**

7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

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

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

**SECTION III**  
**CONDITIONS OF CONTRACT**

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## SECTION III - CONDITIONS OF CONTRACT

### 1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

**“Bills of Quantities”** means the priced and completed Bill of Quantities forming part of the tender[where applicable].

**“Schedule of Rates”** means the priced Schedule of Rates forming part of the tender [where applicable].

**“The Completion Date”** means the date of completion of the Works as certified by the Employer’s Representative.

**“The Contract”** means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

**“The Contractor”** refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

**“The Contractor’s Tender”** is the completed tendering document submitted by the Contractor to the Employer.

**“The Contract Price”** is the price stated in the Letter of Acceptance.

**“Days”** are calendar days; **“Months”** are calendar months.

**“A Defect”** is any part of the Works not completed in accordance with the Contract.

**“The Defects Liability Certificate”** is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

**“The Defects Liability Period”** is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

**“Drawings”** include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

**“Employer”** Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

**“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

**“Site”** means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

**“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**“Employer’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

**“Specification”** means the Specification of the Works included in the Contract.

**“Start Date”** is the date when the Contractor shall commence execution of the Works.

**“ A Subcontractor”** is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

**“Temporary works”** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

**“ A Variation”** is an instruction given by the Employer’s Representative which varies the Works.

**“The Works”** are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

## **2. Contract Documents**

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

## **3. Employer’s Representative’s Decisions**

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

#### **4. Works, Language and Law of Contract**

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

#### **5. Safety, Temporary works and Discoveries**

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

#### **6 Work Program and Sub-contracting**

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

#### **7 The site**

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

## **8 Instructions**

- 8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

## **9 Extension of Completion Date**

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or



- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

## **10 Management Meetings**

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

## **11 Defects**

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## **12 Bills of Quantities/Schedule of Rates**

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

## **13 Variations**

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

## **14 Payment Certificates and Final Account**

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates. (as may be agreed in the contract)
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his

application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

## **15. Insurance**

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

## **16. Liquidated Damages**

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

## **17. Completion and Taking Over**

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

## **18. Termination**

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

## **19. Payment Upon Termination**

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant,

machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

## **20. Corrupt Gifts and Payments of Commission**

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavor to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## **21. Settlement of Disputes**

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

## **APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

Name: **TOURISM REGULATORY AUTHORITY**

Address: **P.O BOX 25357 -00100 NAIROBI**

Name of Employer's Representative: **CHIEF ICT OFFICER**

Telephone: **0701444777**

The name (and identification number) of the Contract is **TRA/12/2019-2020**

The Works consist of **SUPPLY INSTALLATION AND CONFIGURATION OF STRUCTURED CABLING AND IP BASED TELEPHONE SYSTEM.**

The Start Date shall be **AS MAY BE AGREED WITH THE PROJECT MANAGER**

The Intended Completion Date for the whole of the Works shall be

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The following documents also form part of the Contract: **as indicated in the tender document**

The Site Possession Date shall be **AS MAY BE AGREED WITH THE PROJECT MANAGER**

The Site is located at **UTALII HOUSE 4 & 5<sup>TH</sup> FLOOR.**

The Defects Liability Period is **6 MONTHS.**

Amount of Tender Security is Kshs...**NOT APPLICABLE**

**Performance security is 5% of the contract sum**

The name and Address of the Employer for the purposes of submission of tenders is ;

**The Director General,  
Tourism Regulatory Authority,  
Utalii House, off Uhuru Highway  
P.O BOX 25357-00100  
NAIROBI.**

The tender opening date and time is **11<sup>th</sup> December 2019 at 10.00 A.M**

## **SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES**

### **MINIMUM TECHNICAL SPECIFICATIONS FOR SUPPLY INSTALLATION AND CONFIGURATION OF STRUCTURED CABLING AND IP BASED TELEPHONE SYSTEM**

#### **INTRODUCTION**

#### **DESCRIPTION OF SITE**

The site of the proposed works is Tourism Regulatory Authority Head Quarters and Nairobi Region Office both based at Nairobi, Utalii House.

#### **ACTIVITY OBJECTIVE**

- a) To implement a structured cabling at Headquarters and Nairobi Regional office that can support data and voice services in line with technical specifications attached.

#### **SCOPE OF WORK OR SERVICES OF THE ASSIGNMENT**

1. Conduct site visit to ascertain conformity with the requirements.
2. Supply, Installation and configuration, testing and commissioning of the IP Telephony System including internal cabling works (where there is none) at Headquarters and Nairobi Regional office.
3. Supply and installation of telephone headsets in line with attached technical specifications.
4. Install a system that shall perform as a single image on the IP telecommunication System providing feature transparency, integrated voice mail, automated attendant and automated call distribution.
5. Installation of a 3 Channel SIP trunk at Headquarters.
6. Where the proposed PoE port density exceeds the existing LAN capability, the Bidder shall install and configure an expanded network that is consistent with the existing LAN infrastructure.
7. The bidder shall configure an Interactive Voice Response (IVR) feature in the system.
8. Supply and configure a GSM gateway which shall be used to route call straight to mobile networks.
9. The Bidder shall liaise with the Authority technical team to configure Voice VLANS in the existing switches.
10. The bidder shall train Office Administrators at Headquarters and Nairobi Regional office on operations and management of the system.
11. Bidders shall undertake to comprehensively training of two technical staff on end to end operations, configuration and troubleshooting of the system.
12. The system shall have a secure Web based IP PABX management system for easy system administration.
13. The Bidder shall offer after sale technical support during the warranty period and afterwards on need basis.
14. Supply of a 24/48 data Port full power over Ethernet plus (POE +) capability network switch as per the attached technical specifications.
15. Installation, testing and commissioning of cabling at the offices in accordance with the specifications.
16. Installation of the trunking system where applicable.
17. Installation of data points at the respective offices.
18. Provision of curved floor trunking where necessary.
19. Configure and set up the structured cabling system to be used on a LAN in the building.
20. Provide the test results, warranty certificate, reports and as installed drawings.

## TECHNICAL SPECIFICATIONS

This document provides the minimum technical specifications that would accommodate TRA communication infrastructure for a long period.

### a) Desktop IP Phones

DESKTOP IP PHONES	
<b>Audio Features</b>	HD voice: Speaker and headset Full-duplex hands-free speakerphone with AEC
<b>Phone Features</b>	VoIP accounts, Call hold, mute, DND, One-touch speed dial, hotline Call forward, call waiting, call transfer, Group listening, Redial, and call return, auto answer, 3-way Conference call, Direct IP call without SIP proxy.
<b>Directory</b>	Local phonebook up to 1000 entries. Call history: dialed/received/missed/forwarded
<b>PBX Features</b>	Anonymous call, anonymous call rejection, Message Waiting Indicator (MWI) Voice mail, call park, call pickup, Intercom, music on hold, emergency call, call completion, call recording.
<b>Display and Indicator</b>	132 x 64-pixel graphical LCD with backlight Dual-color (red or green) illuminated LEDs for line status information Intuitive user interface with icons and soft keys Caller ID with name, number
<b>Feature keys</b>	6 features keys: message, headset, redial, transfer, mute, hands-free speakerphone, 6 navigation keys, Volume control keys
<b>Interface</b>	2 x RJ45 10/100M Ethernet ports, Power over Ethernet (IEEE 802.3af), 2 x RJ9 (4P4C) handset port.
<b>Other Physical Features</b>	Wall mountable, External universal AC adapter, AC 100~240V input and DC 5V/600mA output
<b>Network and Security</b>	SIP v1, IP assignment: static/DHCP, UDP/TCP/DNS-SRV (RFC 3263), LLDP/CDP/DHCP VLAN

### b) Private Branch Exchange (PBX)-Headquarters.

RECOMMENDED MINIMUM TECHNICAL SPECIFICATIONS PRIVATE BRANCH EXCHANGE (PBX) & 4 CHANNEL GATEWAY	
Extensions	Minimum of 100 extensions
Concurrent calls	Minimum 30 Concurrent Calls
FXS ports	Up to 16 FXS Ports
FXO/BRI port	Up to 16 FXO/BRI Ports 16
GSM/3G/4G PORTS	6 GSM/CDMA/3G/4G Channels
MAX E1/T1/J1 Ports	1
Network	Support Static Route, Secure SIP calling (TLS encryption), Support Multiple VPN protocols including OpenVPN, L2TP, N2N, SSTP
Protocol	SIP, UDP, TCP, TLS, SRTP
Ethernet interfaces	2 × 10/100 Mbps
External storage	SD Card, USB
Power	AC 100-240V 50/60HZ 1.8A max
Security	Built-in firewall, TLS, SRTP, and
Phone provisioning	Automatically provision of phones.
Other features	Automated Attendant (IVR),Blacklist/Whitelist, Call Back, Call Detail Records (CDR),Call Forwarding,Conference,Call Parking, Music on Hold, Ring Group, Time Condition, Video Calls, (DND)
SIP Trunks	Minimum 30 Channels



**c) Private Branch Exchange (PBX) & GSM Gateway-Regional Offices**

<b>RECOMMENDED MINIMUM TECHNICAL SPECIFICATIONS PRIVATE BRANCH EXCHANGE (PBX) &amp; FOUR CHANNEL GATEWAY</b>	
Users	Eight Users
Concurrent calls	Eight (8) Concurrent Calls
FXS ports	Up to 12 FXS Ports
FXO/BRI port	Up to 4 FXO/BRI Ports
GSM/3G/4G PORTS	2 GSM/CDMA/3G/4G Channels
4G port (data)	1
VOIP Trunks	1
Protocol	SIP, UDP, TCP, TLS, SRTP
Ethernet interfaces	2 × 10/100 Mbps
App support	Mobile Client, Phone Provisioning, LDAP Server, Conference Panel, VPN Server, Billing App, Hotel App, char utile h+ Integration, Queue Metrics Integration.
Mounting	Desktop & Wall-mount
External storage/interface	SD Card, USB
Power	DC 12V 3.33A
Security	built-in firewall, TLS, SRTP, and
Phone provisioning	Automatically provision of phones.
Other features	Automated Attendant (IVR),Blacklist/Whitelist, Call Back, Call Detail Records (CDR),Call Forwarding,Conference,Call Parking, Music on Hold, Ring Group, Time Condition, Video Calls, (DND)
<b>2 CHANNEL GATEWAY</b>	
GSM channels	Two 3G/4G Network
Network type	850/900/1800/1900MHz
Protocol	SIP (RFC3261), IAX2, UDP,TCP,TLS,SRTP
LAN	1 (10/100 Mbps)
Network	Static IP, DHCP Client, Firewall, VLAN, DDNS, QoS, Open VPN
Power	AC 100~240V/50~60Hz 0.5A MAX

**d) Secretarial Set & Expansion Module**

<b>RECOMMENDED MINIMUM TECHNICAL SPECIFICATIONS SECRETARIAL SET &amp; EXPANSION MODULE</b>	
<b>Audio</b>	HD Speaker and HD headset, Full-duplex hands-free speakerphone with AEC
<b>Key Features Supported</b>	Call hold, mute, DND, One-touch speed dial, Redial Call forward, call waiting, call transfer, call hold, call return, Auto answer, Local 3-way conferencing, Hotline, Call History
<b>Directory</b>	Local phonebook up to 1000 entries, Call history: dialed/received/missed/forwarded
<b>PBX Features</b>	Busy Lump Field (BLF),Hot Desking Anonymous call, anonymous call rejection Message Waiting Indicator (MWI) Voice mail, call Recording, call pickup Intercom, paging, music on hold, emergency call Call completion, call recording, Distinctive Ringtone
<b>Display and Indicator</b>	132 x 64-pixel Graphic LCD LED for call and message waiting indication Intuitive user interface with icons and soft keys Caller ID with name, number
<b>Feature keys</b>	10 line keys with LED, 10 line keys can be programmed up to 27 various features.
<b>Interface</b>	1xRJ9 (4P4C) handset port, 1 x RJ9 (4P4C) headset port, 1 x RJ12 (6P6C) EHS port, 1XRJ12 (6P6C) EXT port, Supports up to 6 Expansion Modules.
<b>Power</b>	External universal AC adapter,AC 100~240V input and DC 5V/600mA output
<b>Network and</b>	SIP v1, IP assignment: static/DHCP, UDP/TCP/DNS-SRV (RFC 3263), LLDP/CDP/DHCP VLAN,

<b>Security</b>	Phone Lock
<b>EXPANSION MODULE</b>	
<b>Display</b>	160x320 graphic LCD, LCD Backlight, Two accessible pages, LCD accessible icons
<b>Keys &amp; Indicator</b>	20 physical, dual-color LED programmable keys, 18 additional keys available, programmable keys enable users to partake in, advanced call functions such as: BFL list, multi-person conferencing, call forwarding, LDAP, XML browser functionality
<b>Physical Features</b>	Adjustable angles, Expansion modules can be powered by the host phone. Supports up to six modules.

#### e) Estimated Quantities

Lots	Station	IP PBX	Desktop Headset	Secretarial sets	Expansion module	2 Channel Gateways	SIP Trunk
<b>LOT 1</b>	TRA Headquarters	1	27	1	1	-	1(Supporting 30 Channels)
	Nairobi Region office	1	8	1	1	1	-
	3M Patch Cords	35	-	-	-	-	-

#### f) Price Schedule

Bidder must itemize all charges for individually identifiable components of the proposed IP PABX system including all associated installation, programming and any cabling. The table below serves as a guide and is not exhaustive the bidder must itemize all items Hardware/ Software / Patch cords. The schedule is clustered in lots.

<b>LOT 1</b>						
Item	Description	Make	Model Number	Qty	Unit price (Ksh)	Total Cost (Ksh)
1.	IP PBX-Hqs					
2.	IP PBX –Regional Offices					
3.	2 Channel Gateway					
4.	Desktop Headset					
5.	Secretarial Set					
6.	Secretarial set Expansion Module					
7.	Patch Cords (3M)					
8.	SIP Trunk					
9.	Installation & Configuration Cost					
10.	Training -Technical Staff and other Staff.					

**NB:** Indicated is the minimum technical specifications and bidders are eligible to propose a better design/Solutions as far as it's within the range of the above technical specifications.

## **STRUCTURED CABLING TECHNICAL SPECIFICATIONS**

### **1. Regulations to Govern the Local Area Network (Lan) Setup**

Materials, products and installations must comply with the mandatory provisions of all applicable industrial standards. viz ISO/IEC, CCK, ATM CENELEC 11801, ANSI/ EIA/TIA 56, Latest IEEE regulations, KBS, Electric Power Act and rules made there under:

### **2. Existing Infrastructure**

The contractor shall not interfere with the existing infrastructure and in case of such interference the contractor shall make it good to the approval/ satisfaction of the Authority at his cost.

### **3. Drawings**

- a) The client is expected to do conduct a site survey and come up with working drawings showing the location of identifiers for all Horizontal cabling routes and Terminations, backbone routing, Data Outlets/ Connectors and Active components etc.
- b) The drawings shall be supplied to the Authority for approval.

### **4. Data Points**

There shall be at least two data points in each office but this could increase depending on needs of each office.

### **5. Cabling**

- a) All cables must pass through conduits or trucking.
- b) All cables and connectors shall be well labeled.
- c) No distortion due to kinks, sharp bends or excessive hauling tension shall be allowed.
- d) Cables shall be run in a manner eliminating any possibility of strain on the cable itself or on the terminations.
- e) Cables shall have no joints or splices.
- f) Cables shall be kept at a minimum distance of 150mm from items liable to become hot or cold.
- g) Bending radii shall be not less than eight times the overall cable diameter.
- h) The manufacturers hauling tension shall not be exceeded.
- i) All cable ties and fixings shall be tightened to support the cable loom without distortion of the cable sheath.
- j) The enhanced UTP 4 pair shall be of CAT 6A grade and exceed ANSI/TIA/EIA-568-Aj and ISO/IEC 11001 standards.
- k) CAT 6A structured cabling shall be used throughout the entire installation.

### **6. Patch Panel**

- a) Shall conform to ANSI/TIA/EIA-568A and rack mounted.
- b) Shall be equipped with RJ45 contacts of CAT 6A sockets with capacity of 24/48 ports.
- d) Except for patch cords used to connect Network Interface Cards (NIC) to the RJ45 sockets, all patch cords shall be labeled at each extremity with PVC support and intelligible marking.
- e) For other components the label shall be of stiff plastic PVC type.

### **7. Equipment Cabinets**

- a) Bidders to provide 22U Network Cabinets in line with the technical specifications attached.

### **8. Labeling**

- a) Horizontal and backbone cables shall be labeled at each end. The cable or its label shall be marked with its identifier.
- b) A unique identifier shall be marked on each faceplate to identify it as connecting hardware.

**9. Testing**

Testing of entire cabling system as per ANSI/TIA/EIA-568B for CAT 6A Ethernet cables shall be performed and documented prior to system handover.

**10. Reports**

Final reports shall be created and submitted to the Authority after completion of work. Format shall be computer based and both soft and hard copies shall be part of the As-built package with minimum requirements including:

- a) Cable records complete with identifiers, cable type, and length, termination position at both ends, manufacturer and part number.
- b) Connecting hardware records complete with identifier, type of hardware and position.
- c) Connecting hardware positions complete with identifiers, type of position and cable identifier attached to it.

**11. Warranty**

The cabling installation shall carry a warranty of at least a minimum of 1 year and the contractor shall issue the Authority with certificate.

**12. Schedule and Unit Rates**

**a) Combined Schedule for all Offices**

Item	Description	Quantities	Unit Price (Ksh)	Total Cost
	CAT 6A UTP cable (305 M)			
	Carbon Coated Metal Trunking			
	Network Patch Panels (Siemons or approved equivalent)			
	Cable Manager			
	Termination, Testing and Labeling			
	3M,CAT 6A UTP factory termination patch cord, siemons or approved equivalent to .be used by other devices			
	1M, CAT 6A UTP factory termination patch cord, siemons or approved equivalent to be used in cabinet			
	Dual,RJ45, UTP Network outlet complete with faceplate and labeling system as siemons or approved equivalent.			
	Single, RJ45,UTP Network outlet complete with faceplate and labeling system as siemons or approved equivalent.			
	22U Free Standing Cabinets 19" Compliant 600x600. Full Vented Top Frame with Rear Cable Entrance 2 x 4-inch, Top Fan Tray with Guard & Filter (Low Noise),2 x Lift Off Type Side Door with Quick			
	<b>Grand Total</b>			

**b) Schedule for Headquarters Only**

<b>Item</b>	<b>Description</b>	<b>Quantities</b>	<b>Unit Price (Ksh)</b>	<b>Total Cost</b>
	CAT 6A UTP cable (305 M)			
	Carbon Coated Metal Trunking			
	Network Patch Panels (Siemons or approved equivalent)			
	Cable Manager			
	Termination, Testing and Labeling			
	3M,CAT 6A UTP factory termination patch cord, siemons or approved equivalent to .be used by other devices			
	1M, CAT 6A UTP factory termination patch cord, siemons or approved equivalent to be used in cabinet			
	Dual,RJ45, UTP Network outlet complete with faceplate and labeling system as siemons or approved equivalent.			
	Single, RJ45,UTP Network outlet complete with faceplate and labeling system as siemons or approved equivalent.			
	22U Free Standing Cabinets 19" Compliant 600x600. Full Vented Top Frame with Rear Cable Entrance 2 x 4-inch, Top Fan Tray with Guard & Filter (Low Noise),2 x Lift Off Type Side Door with Quick			
	<b>Grand Total</b>			

**c) Schedule for Nairobi Regional Offices only**

<b>Item</b>	<b>Description</b>	<b>Quantities</b>	<b>Unit Price (Ksh)</b>	<b>Total Cost</b>
	CAT 6A UTP cable (305 M)			
	Carbon Coated Metal Trunking			
	Network Patch Panels (Siemons or approved equivalent)			
	Cable Manager			
	Termination, Testing and Labeling			
	3M,CAT 6A UTP factory termination patch cord, siemons or approved equivalent to .be used by other devices			
	1M, CAT 6A UTP factory termination patch cord, siemons or approved equivalent to be used in cabinet			
	Dual,RJ45, UTP Network outlet complete with faceplate and labeling system as siemons or approved equivalent.			
	Single, RJ45,UTP Network outlet complete with faceplate and labeling system as siemons or approved equivalent.			
	22U Free Standing Cabinets 19" Compliant 600x600. Full Vented Top Frame with Rear Cable Entrance 2 x 4-inch, Top Fan Tray with Guard & Filter (Low Noise),2 x Lift Off Type Side Door with Quick			
	<b>Grand Total</b>			

### 13. Local Area Network (LAN) Switch – PoE

ITEM	MINIMUM SPECIFICATIONS
<b>Product Description</b>	48 Port Access Switch
<b>Sub type</b>	Gigabit Ethernet
<b>Interface/ No of Ports</b>	48 x PoE+ Ethernet 10Base-T, Ethernet 100Base-TX, Ethernet 1000Base-T with 10 G Small Form-Factor Pluggable (SFP) Modules X 2
<b>RAM</b>	4GB
<b>Status Indicators</b>	Port transmission speed, port duplex mode, system, status, PoE
<b>Data Transfer Rate</b>	4 X 10G uplink. 10 Gigabit Ethernet (Transmission Rate: 10/100/1000Mbps)(Modular uplink models)
<b>Data Link Protocol</b>	1 Gigabit Ethernet
<b>Empty Slots</b>	1 X Expansion Slot
<b>Remote Management Protocol</b>	SNMP 1, SNMP 2, RMON 1, RMON 2, RMON 3, RMON 9, Telnet, SNMP 3,SNMP 2c, FTP, TFTP, SSH
<b>Features</b>	Supports Layer 3 capabilities, including OSPF, EIGRP, ISIS, RIP, and routed access Plug and Play (PnP) enabled Stacking bandwidth 160 Gps, Switching Capacity 176 Gbps
<b>Form Factor</b>	Rack-mountable - 1RU, Stackable
<b>Accessories</b>	USB Console cable for management, Stackable Minimum 4 levels
<b>Power &amp; FAN</b>	Field-Replaceable Units (FRU) Redundant power supply, fans, and modular uplinks PWR-C5-1KWAC Two (2) UK three pin power cable, Six (6) five meter fibre patch cords Two (2) 10 meter fibre patch cord (LC to SC), Two (2) 1 Gig Small Form-Factor Pluggable (SFP) Modules. 4 Small Form-Factor Pluggable (SFP) blanks for unused port.
<b>Warranty &amp; Maintenance</b>	1 Years Standard Manufactures Warranty. Comprehensive maintenance for a period of twelve months during the Defects liability period and as per the manufacture's maintenance requirements and schedules.
<b>Preferred Make</b>	CISCO 9200-48P or Equivalent Attach Original Manufacture Brochures with detailed Technical Specifications.
<b>Manufacturer Authorizations Letter</b>	Mandatory: Bidders are expected to submit aa Authentic Manufacturer Authorization Letter that is verifiable.

**GENERAL REQUIREMENTS**

**Key Project Personnel**

*(Failure to fill this form will lead to automatic disqualification.)*

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

S/Num	Position	Name	Membership with Professional Body	Academic Qualifications	Professional Certification	Years of Experience in similar Projects
1	Director/ Project Manager					
2	Network Expert/Lead Technical Staff					

I .....Certify that the above information is correct.  
 Title.....Signature.....Date.....

*NB: Prepare a matrix guided with the above information and Certified by Authorized Person  
 Attach Certificates for each of the above*

**Work performed on works of a similar nature, complexity and volume over the last 5 years.**

S/Num	Project Name & Brief Description	Name of Client	Completion date (If Completed)	Expected date of Completion (If Ongoing)	Value of Contract
1					
2					
3					
4					
5					

I .....Certify that the above information is correct.  
 Title.....Signature.....Date.....

**NOTE**

- i. *Prepare a matrix guided with the above information.*
- ii. *Attach Signed & stamped recommendation letters/Completion Certificates for each client.*

## **PROPOSED WORKS PROGRAMME**

*Bidders to Propose a detailed Activity schedule detailing specific activities and expected completion date of each activity in the project. Use the matrix below. Indicate the optimum time for implementation of the system.*

ACTIVITY/S	Time in Weeks			
	Week 1	Week 2	Week 3	Week 4
Detailed survey				
Delivery of items				
Project inception				
Cabling & Termination				
Installation and Configuration of PBX				
Installation of Desktop IP Phones				
Training of Technical Staff				
Training of end Users				
Commissioning of the System				
<b>NB: The list is not exhaustive</b>				

## **TENDER EVALUATION CRITERIA**

### **1. Stage 1: Preliminary Evaluation**

This stage of evaluation shall involve examination of the mandatory conditions and any other conditions stated in the bid document. These conditions may include the following:

- a) Dully filled Form of Tender
- b) Dully filled Confidential Business Questionnaire
- c) Certificate of incorporation / company registration
- d) Valid Tax Compliance Certificate
- e) Business Permit/ Trade License
- f) Authentic proof of registration with Communications Authority of Kenya (CAK).
- g) Authentic Manufacturer Authorization (MAF) Letters that are verifiable for Router/Switches/Telephone Equipment's.
- h) Dully filled Anti-Corruption declaration commitment.
- i) Dully filled and signed Site Visit Form (Site Visit is Mandatory).
- j) Tender Security (Bid Bond).

The tenderers who do not meet any of the above mandatory requirements shall be considered **NON-RESPONSIVE** and their **TENDERS WILL NOT BE EVALUATED FURTHER**.



## 2. STAGE TWO: BIDDER CAPABILITY TO HANDLE THE PROJECT

- a) Key Project personnel and their competency
- b) Bidders capability to handle the Project as demonstrated in the experience schedule.
- c) Bidders Financial capacity to handle the Project as demonstrated in Audited Financial reports.

DESCRIPTION	MAX SCORE	BIDDER SCORE
<b>Dully filled qualification forms for managerial and key personnel and lead technical staff indicating competency and capacity to deliver service.</b>	8 Marks	
Dully filled and Certified Key Project Personnel Forms  Director/Project Manager - 4 Mk. Network Expert/Lead Technical Staff- 4 Mk.		
Evidence of registration with the relevant Professional body. Project Manager 1 Mk Network Expert/Lead Technical Staff 1 Mk	2 Marks	
<b>Qualifications of Key Personnel (Provide Evidence)</b>		
<b>Director/Project Manager</b>	6 Marks	
Demonstratable& relevant experience in the respective field 1-3 Yrs – 1 Mks 4-6 Yrs - 2 Mks Over 6 Years 3 Mks		
Academic Qualifications of the Director/Project Manager. O Levels – 1Mk Diploma Level –2 Mks Degree Level - 3 Mks Attach Evidence		
<b>Network Expert/Lead Technical</b>	9 Marks	
Years of experience in similar projects in designing and implementing scalable networks for Governmental or equivalent Institutions. Less than 2 Yrs -1 Mks 4- 6 Yrs -3 Mks Over 6 Years -5 Mks		
Professional certification in the area of specialization. Relevant industry certifications (CCNA certification, Siemon training and/or certification or any other Relevant). 1 Certificate -1 Mks 2 Certificate -2 Mks 3 Certificate -3 Mks 4 Certificate -4Mks <i>(1 Mark for each attached certification up to a maximum of four certificates).</i>		
<b>BIDDING FIRM EXPERIENCE ON SIMILAR PROJECTS (PROVIDE EVIDENCE).</b>		
<b>Major contracts completed in the last five (5) years similar to the proposed works. Maximum five (5) Projects.</b>		
List projects done on or after 2014 to date of similar to scope of works and magnitude. 1 Project – 3 Mks 2 Projects – 6 Mks 3 Projects – 9Mks	15 Marks	

4 Projects – 12Mks 5 Projects – 15 Mks		
<b>Proof of Satisfactory Service.</b>		
On the above-named projects attach certified letters of reference/completion certificate, indicating summary of services rendered, value of contracts, contact person, address and telephone numbers. 1 Letter/Completion certificate – 1 Mks 2 Letters/Completion certificates – 2 Mks 3 Letters/Completion certificates– 3 Mks 4 Letters/Completion certificates – 4 Mks 5 Letters/Completion certificates – 5 Mks	<b>5 Marks</b>	
<b>Bidder Financial Status</b>		
Attach Audited & Certified financial reports (last three (3) years) for each 2018 Audited Financial Accounts ----- 5 Marks 2017 Audited Financial Accounts ----- 3 Marks 2016 Audited Financial Accounts ----- 1 Marks	<b>5 Marks</b>	
<b>Total Score</b>	<b>50 Marks</b>	
<b>NB:</b> <i>The tenderers who do not score 40 and above in the above requirements shall not proceed to the next stage of evaluation.</i>		

### 3. STAGE 3: DETAILED TECHNICAL EVALUATION.

In this section, the information provided by the bidders will be analysed in detail against the technical specifications, performance characteristics or specific requirements of each or selected equipment/ devices proposed by the tenderer. Detailed analysis of brochures/catalogues/data sheets of equipment/ devices proposed by the tenderer shall be carried out to ascertain whether they are equivalent to the technical specifications/ performance characteristics/ specific requirements in the Tender Document.

	<b>Description of Item</b>	<b>Max Score</b>	<b>Bidder Score</b>
1.	Filled Technical Schedule of items to be supplied and Provision of brochures/catalogues/data sheets for: i. Desktop IP Phones -1 Mks ii. Private Branch Exchange (HQ) -1 Mks iii. Private Branch Exchange & GSM Gateway-Regional Office -1 Mks iv. Secretarial Set & Expansion Modules -1 Mks v. Local Area Network (LAN)Switch -1 Mks	<b>5</b>	
2.	Detailed analysis of brochures/catalogues/data sheets of equipment/ devices proposed by the tenderer are found to be equivalent to the technical specifications/ performance characteristics/ specific requirements in the Tender Document i. Desktop IP Phones -5 Mks ii. Private Branch Exchange (HQ) -5 Mks iii. Private Branch Exchange & GSM Gateway-Regional Office-5 Mks iv. Secretarial Set & Expansion Modules -5 Mks v. Local Area Network (LAN)Switch -5 Mks	<b>25</b>	

#### **STAGE 4: FINANCIAL EVALUATION**

- i. Bidders must submit prices in accordance with the requirements stated in the Pricing Table.
- ii. Financial Bids to be put separately in a sealed envelope and opened after technical evaluation.
- iii. Only bidders who satisfy all the technical requirements will have their financial bids opened.
- iv. The lowest responsive bid submitted after analysis shall have their tender considered for award.
- v. Financial Bids to be put separately in a sealed envelope and opened after technical evaluation.

#### **FINANCIAL ANALYSIS**

The formula for determining the financial score is as follows: -

$$\mathbf{SF=FM/F*100}$$

Where: -

**SF** - **Financial Score**

**FM** - **Lowest Bid**

**F** - **Financial bid under consideration**

The weight given to the technical evaluation (i.e. bidder competence & technical) is 80% and for financial evaluation is 20%.

The lowest financial bid will be given maximum financial score.

The bidder with the lowest evaluated bid shall be recommended for award.

***Total Combined Score = Bidder Competence Score (50%) + Technical Score (30%) + Financial Score (20%).*** The tender will be awarded to the bidder with the highest total combined score.

#### **5. STAGE 5 - DUE DILIGENCE**

The evaluation committee may conduct a post qualification evaluation to the most responsive bidder on projects done and also to ascertain the above information given. In the event the committee finds that the most responsive bidder does not qualify as per set criteria above, the next most responsive bidder sequentially will be considered for award.

**SECTION V**  
**STANDARD FORMS**

**List of Standard Forms**

- (i) Form of Invitation for Tenders**
- (ii) Form of Tender**
- (iii) Letter of Acceptance**
- (iv) Form of Agreement**
- (v) Form of Tender Security**
- (vi) Performance Bank Guarantee**
- (vii) Performance Bond**
- (viii) Qualification Information**
- (ix) Tender Questionnaire**
- (xi) Confidential Business Questionnaire**
- (xii) Details of Sub-Contractors**
- (xiii) Request for Review Form**

# FORM OF INVITATION FOR TENDERS

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name of Contractor]  
\_\_\_\_\_ [address]  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs:

Reference: \_\_\_\_\_ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from \_\_\_\_\_

\_\_\_\_\_ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs \_\_\_\_\_

All tenders must be accompanied by \_\_\_\_\_ number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to

\_\_\_\_\_ [address and location]

at or before \_\_\_\_\_ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

\_\_\_\_\_ Authorised Signature

\_\_\_\_\_ Name and Title

## FORM OF TENDER (mandatory to be filled)

TO: \_\_\_\_\_[Name of Employer] \_\_\_\_\_[Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Tenderer] of  
\_\_\_\_\_ [Address of Tenderer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

**LETTER OF ACCEPTANCE**  
**[letterhead paper of the Employer]**

\_\_\_\_\_ [date]

To: \_\_\_\_\_  
[name of the Contractor]

\_\_\_\_\_  
[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated \_\_\_\_\_  
for the execution of \_\_\_\_\_  
*[name of the Contract and identification number, as given in the Tender documents]*  
for the Contract Price of Kshs. \_\_\_\_\_ *[amount in*  
*figures]* Kenya Shillings \_\_\_\_\_ *(amount in words)* ] in  
accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in  
accordance with the Contract documents.

Authorized Signature .....

Name and Title of Signatory .....

Attachment : Agreement

## FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between \_\_\_\_\_ of [or whose registered  
office is situated at] \_\_\_\_\_  
(hereinafter called “the Employer”) of the one part AND  
\_\_\_\_\_ of [or whose registered  
office is situated at] \_\_\_\_\_  
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_ *(name and identification number of Contract )* (hereinafter called “the Works”) located at \_\_\_\_\_ *[Place/location of the Works]* and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs \_\_\_\_\_ *[Amount in figures]*, Kenya Shillings \_\_\_\_\_ *[Amount in words]*.

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender
  - (iii) Conditions of Contract Part I
  - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.



4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

# FORM OF TENDER SECURITY

WHEREAS .....(hereinafter called “the Tenderer”) has submitted his tender dated ..... for the construction of .....  
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called “the Bank”), are bound unto .....(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, 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 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, 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]

\_\_\_\_\_  
[witness]

\_\_\_\_\_  
[seal]

# PERFORMANCE BANK GUARANTEE

To: \_\_\_\_\_ (Name of Employer) \_\_\_\_\_ (Date)  
\_\_\_\_\_ (Address of Employer)

Dear Sir,

WHEREAS \_\_\_\_\_ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. \_\_\_\_\_ (*amount of Guarantee in figures*) Kenya Shillings \_\_\_\_\_ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings \_\_\_\_\_ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

## PERFORMANCE BOND

By this Bond, We \_\_\_\_\_ of (or whose registered office is situated at] \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ as Obligee (hereinafter called “the Employer”) in the amount of Kshs. \_\_\_\_\_ [amount of Bond in figures] Kenya Shillings

\_\_\_\_\_ [amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for the execution of

\_\_\_\_\_ [name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term “Balance of the Contract Price”, as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor;  
or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED ON \_\_\_\_\_ SIGNED ON \_\_\_\_\_

On behalf of \_\_\_\_\_ On behalf of \_\_\_\_\_  
*[name of Contractor]* *[name of Surety]*

By \_\_\_\_\_ By \_\_\_\_\_

In the capacity of \_\_\_\_\_ In the capacity of \_\_\_\_\_

In the presence of; Name \_\_\_\_\_ In the presence of; Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# QUALIFICATION INFORMATION

## 1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: \_\_\_\_\_

Principal place of business \_\_\_\_\_

Power of attorney of signatory of tender \_\_\_\_\_

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of Contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
(etc.)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager			
(etc.)			

1.6 Financial reports for the last 3 years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

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1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

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1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

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1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

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1.10 Proposed program (work method and schedule) for the whole of the Works.

## **2 Joint Ventures**

- 2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.
- 2.1 The information required in 1.11 above shall be provided for the joint venture.
- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.3 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:
  - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
  - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.



# TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;  
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);  
.....
3. Telephone number (s) of tenderer;  
.....
4. EMAIL of tenderer;  
.....
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;  
.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);  
.....  
.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_ (*Name of Employer*)

# **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever applies 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; Country/Town.....

Plot No..... Street/Road .....

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: KSH  
.....

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*

*Give details of partners as follows:*

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....

**PART 3 - DECLARATION FORM (Must Be Filled by Tenderers)**

Date \_\_\_\_\_

**To:**

The Director General,  
Tourism Regulatory Authority,  
Utalii House Building, 5th Floor  
P. O. Box 25357-00100  
**Nairobi, Kenya.**

Dear Sir,

The firm i.e. (give full name of firm) \_\_\_\_\_ declares the following:

- a) That I/ We have not been debarred from participating in public procurement by any body, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any partner and/or associates of the firm has not been debarred from participating in public procurement by virtue of the Public Procurement & Disposal Act.
- d) That I/We have not been convicted of any criminal offence relating to professional conduct or the making of false statement or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of this procurement proceeding.
- e) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- f) That I/ We are not associated with any other Tenderer participating in this Tender.
- g) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

## TRA OFFICES SITE VISIT FORM

This form **MUST** be dully signed upon visit of respective TRA offices to verify cleaning requirements.

	TRA OFFICE (to be cleaned)	DATE OF VISIT	TRA OFFICER SIGNATURE VERIFYING VISIT	NAME & DESIGNATION OF TRA VERIFYING OFFICER	TRA OFFICE STAMP OF VERIFYING OFFICER
1.	NAIROBI HEAD OFFICE (4 <sup>TH</sup> & 5 <sup>TH</sup> FLOOR) UTALII HOUSE				
2.	NAIROBI REGIONAL OFFICE				

## **DETAILS OF SUB-CONTRACTORS**

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: .....

[i] Full name of Sub-contractor  
and address of head office: .....

.....

(ii) Sub-contractor's experience  
of similar works carried out  
in the last 3 years with  
Contract value: .....

.....

.....

(2) Portion of Works to sublet: .....

(i) Full name of sub-contractor  
and address of head office: .....

.....

.....

(ii) Sub-contractor's experience  
of similar works carried out  
in the last 3 years with  
contract value: .....

.....

\_\_\_\_\_  
[Signature of Tenderer)

\_\_\_\_\_  
Date

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary