



AGRICULTURE AND FOOD AUTHORITY

TENDER

FOR

**SUPPLY AND DELIVERY OF A UNIFIED COMMUNICATION SYSTEM /
VOICE OVER INTERNET PROTOCOL (VOIP) SOLUTION**

TENDER NO: AFA/T/05/2016-2017

RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITIES

**The Interim Director General
Agriculture and Food Authority
Tea House, Naivasha Road, off Ngong Road
P. O. Box 37962- 00100
NAIROBI**

Tel: (+254 2) 3872421/3872497/3874445/6

**Cell : (+254) 734 - 600994
(+254) 722 - 200556**

Website: www.agricultureauthority.go.ke

24th November 2016

AGRICULTURE AND FOOD AUTHORITY

Table of Contents

SECTION I	- INVITATION TO TENDER.....	3
SECTION II	- INSTRUCTIONS TO TENDERERS.....	4
SECTION III:	GENERAL CONDITIONS OF CONTRACT.....	17
SECTION IV	- SPECIAL CONDITIONS OF CONTRACT.....	23
SECTION V	- TECHNICAL SPECIFICATIONS.....	25
SECTION VI	- TERMS OF REFERENCE.....	26
SECTION VII	- PRICE SCHEDULE FOR GOODS.....	37
SECTION VIII	- STANDARD FORMS.....	37
8.1	FORM OF TENDER.....	38
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	39
8.3	TENDER SECURITY FORM.....	41
8.4	CONTRACT FORM.....	42
8.5	PERFORMANCE SECURITY FORM.....	44
8.6	BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	45
8.7	MANUFACTURER'S AUTHORIZATION FORM.....	46
8.8	LETTER OF NOTIFICATION OF AWARD.....	47
8.9	FORM RB 1.....	48



AGRICULTURE AND FOOD AUTHORITY

Agriculture and Food Authority invites interested and eligible bidders for the tender listed below;

No.	Tender Ref No.	Tender Name	Eligibility	Closing Date
1.	AFA/T/05/2016-2017	Supply and delivery of a unified communication system / voice over internet protocol (VOIP) solution	Youth, Women and Persons With Disabilities	8 th /12/2016 at 11.30 A M

Tender documents with detailed information may be viewed and down loaded from www.agricultureauthority.go.ke and **IFMIS GOK Tender Portal** supplier.treasury.go.ke websites free of charge. Those who download the documents from the websites must submit their contact details to **tenders@agricultureauthority.go.ke** for use in case of further communication/addendum to the tender.

Duly completed Tender documents in plain sealed envelopes clearly marked the Tender Number and Name and addressed to:

**The Interim Director General
Agriculture and Food Authority
Tea House, Naivasha Road, off Ngong Road
P. O. Box 37962- 00200
NAIROBI**

Or deposited in the Tender box located at the reception of the Tea House so as to be received on or before , **8th December, 2016 at 11.30 a.m. Local Time.**

Tenders will be opened immediately thereafter at the Agriculture and Food Authority Headquarters Tea House in the presence of candidates/representatives who wish to attend.

Late Tenders will be rejected.

For further inquiries, please call: 254 20 3872421/ 3872497/ 387445/6

Cell: 254 722 200556or 254 734 600994

INTERIM DIRECTOR GENERAL

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

		Page
2.1	Eligible tenderers.....	5
2.2	Eligible goods.....	5

2.3	Cost of tendering.....	6
2.4	Contents of Tender document.....	6
2.5	Clarification of documents.....	7
2.6	Amendment of documents.....	7
2.7	Language of tender.....	7
2.8	Documents comprising the tender.....	8
2.9	Tender forms.....	8
2.10	Tender prices.....	8
2.11	Tender currencies.....	9
2.12	Tenderers eligibility and qualifications	9
2.13	Goods' eligibility and conformity to tender documents.....	10
2.14	Tender security.....	11
2.15	Validity of tenders.....	12
2.16	Format and signing of tenders.....	12
2.17	Sealing and marking of tenders.....	12
2.18	Deadline for submission of tender	13
2.19	Modification and withdrawal of tenders.....	13
2.20	Opening of tenders.....	14
2.21	Clarification of tenders.....	14
2.22	Preliminary examination.....	15
2.23	Conversion to single currency.....	15
2.24	Evaluation and comparison of tenders.....	16
2.25	Contacting the procuring entity.....	16
2.27	Award of contract.....	16
(a)	Post qualification.....	16
(b)	Award criteria.....	17
(c)	Procuring entity's right to vary quantities.....	17
(d)	Procuring entity's right to accept or reject any or all tenders	17
2.28	Notification of award.....	17
2.29	Signing contract.....	18
2.30	Performance security.....	18
2.31	Corrupt or fraudulent practices.....	18

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

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

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

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

2.2 Eligible Goods

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

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

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

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

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

2.4. The Tender Document

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

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

(xiii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at The Entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entities response (Including an explanation of the query but without identifying the Source of inquiry) will be sent to all prospective tenderers that have Received the tender document
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 1.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of 1% of the tender price.

- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee , insurance company guarantee as may be approved by the authority ,a letter of credit or guarantee by a deposit taking Micro Finance Institution, Sacco Society, the youth Enterprise Development Fund or a woman Enterprise Society and shall be valid for thirty (30) days beyond the validity of the tender
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **8th December 2016 at 11:30 Am**

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **8th December 2016 at 11:30 Am**

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

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed

confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **8th December 2016 at 11:30 Am** and in the location specified in the Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by

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

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Tenders

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

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

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

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Open to all Youth, Women and Persons With Disabilities firms with Valid AGPO Certificate
2.12.3 (a)	Attach letter of manufacturers authority
2.13.3	Comply fully with the requirements
2.14.1	Fully filled Tender Security form
2.16.1	One Original and at least one copy of the tender

	document
2.18.1	Thursday, 8th December 2016 at 11:30 Am.
2.3.2	Not applicable

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	26
3.2 Application.....	26
3.3 Country of Origin.....	26
3.4 Standards.....	27
3.5 Use of Contract documents and information ..	27
3.6 Patent Rights.....	27
3.7 Performance security.....	27
3.8 Inspection and Tests.....	28
3.9 Packing.....	29
3.10 Delivery and documents.....	29
3.11 Insurance	29
3.12 Payment.....	30
3.13 Price.....	30
3.14 Assignments.....	30
3.15 Sub contracts.....	30
3.16 Termination for default.....	31
3.17 Liquidated damages.....	31
3.18 Resolution of Disputes.....	32
3.19 Language and law.....	32
3.20 Force Majeure.....	32

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>N/A</i>
3.12.1	<i>30 days after successful commissioning</i>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
 - (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

SECTION V1-TERMS OF REFERENCE

1. BACKGROUND

The Agriculture and Food Authority (AFA) is a state corporation established through an Act of Parliament specifically, under section 3 of the Agriculture and Food Authority Act of 2013. The Authority is the successor of former regulatory institutions in the sector that were merged into Directorates under the Authority, with the commencement of Crops Act, 2013 on 1st August 2014, including; Coffee Board of Kenya, Sugar Board of Kenya, Tea Board of Kenya, Coconut Development Authority, Cotton Development Authority, Sisal Board of Kenya, Pyrethrum Board of Kenya, and Horticultural Crops Development Authority. The former institutions have as from 1st August 2014 become; Tea Directorate, Sugar Directorate, Coffee Directorate, Horticultural Crops Directorate, Pyrethrum and other Industrial Crops Directorate, Fiber Crops Directorate, Nuts and Oil Crops Directorate and Food Crops Directorate. These Directorates, for all intents and purposes are recognized as part of AFA.

2. SCOPE OF WORK

AFA requires the services of an experienced Service Provider to supply, install, configure and commission a Unified Communication System (VOIP solution) at the AFA Head office for use throughout AFA Wide Area Network. In order for AFA to get maximum benefit from this exercise, the successful bidder will be expected to: -

- Conduct a site survey to establish the organization's requirements.
- Prepare a proposal for provision of a Unified Communication Solution for the organization.
- Supply, install, configure and commission a Unified Communication System at the AFA Head office deployed through the Wide Area Network to the directorates.
- Provide comprehensive onsite user training to selected personnel within the Authority.
- Develop and document a Maintenance Agreement (Service Level Agreement) for long term maintenance of the system and continuous user training.

The scope shall cover, detailed site survey, design, supply, delivery, installation, configuration, testing and commissioning of a Unified Communication System. The system shall cover the AFA Head Office and the directorates and shall include supply, installation, configuration and commissioning of Standard and Executive IP Phones as follows;

Standard IP Phones	Executive IP Phones	IP Soft Phones	Total
100	50	250	400

3. MANDATORY EVALUATION AND STATUTORY DOCUMENTS (Required to proceed to the Mandatory Technical Evaluation Stage):

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide a valid copy of AGPO Certificate	
MR 3	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA)	
MR 4	Submit filled Confidential Business Questionnaire provided in this tender document..	
MR 5	Confirm that there is an established Service or Call Centre in Nairobi and support Centers at the Branches for the service proposed in the tender from where service will be arranged.	
MR 6	Confirm visit of the sites to verify site details and sign site visit register before completing and submitting the tender.	
MR 7	Provide copies of audited accounts for the company for the last one year.	
MR 8	Provide filled and signed Tender Security Declaration Form as issued by the Public Procurement Regulatory Authority	
MR 9	Provide a warranty and free maintenance for a period of 12 months for new equipment bought for the installation	
MR 10	Provide proof of authorization & Support by the equipment manufacturers to sell/service the product in Kenya. A letter of Authorization /Tenderer recommendation should be signed by the manufacturer or the authorized dealer	

4. SITE SURVEY

Bidders **MUST** carry out a site survey. A site survey certificate will be issued after the exercise which **MUST** be submitted together with the bid. AFA has an existing CUCM BE6K installed at Sugar Directorate and running SRST sites. In addition AFA has in place Cisco IP Phones 7911 and Cisco Unified phones 8945. Bidders must demonstrate how the system they intend to supply will integrate with the existing system/equipment.

5. SYSTEM DESCRIPTION AND COMPOSITION

The Voice over Internet Protocol (IP) PBX System shall be a complete telephony system that will provide telephone calls over IP data networks. All conversations shall be sent as data packets over the network. The technology shall include advanced communication features but will also provide significant scalability and robustness that AFA seeks.

The IP PBX shall also be able to connect to TELKOM /SAFARICOM /AIRTEL/ ORANGE/ YU lines via a PSTN/GSM/E1 trunk interface.

A detailed proposal is required for the entire building's VOIP infrastructure. A **site survey** is **required** by bidders in order to assess AFA's present infrastructure and any gaps that may exist that may hamper the successful implementation of this project. The site survey report **MUST** be part of the documentation submitted by bidders. A site survey certificate will be provided to the organizations that will undertake the site survey and the same **MUST** be attached as part of the bid document. Any bid that fails to attach the site survey certificate will be considered **NON RESPONSIVE**.

For this solution, **ALL** equipment should have a Warranty Period of **AT LEAST 1** year. Other items like cabling and consumables should be factored in the overall cost of the solution. Brochures **MUST** be provided for evaluation purposes (this should cover all the Network Equipment and other components as per proposal offered) and Post Implementation training of the solution will be carried out.

The following is the description of the major components of the proposed IP PBX system.

5.1. Enterprise Call Manager Communication Server Software

The Supplier shall supply a complete switchboard and Call Manager Communication Software as part of the system capable of delivering the expected feature set. As a minimum the system shall be able to support the following features and services.

51.1 Features

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

5.1.2 Primary Services

- a) Centralized Call Processing
- b) The IP PBX system shall be able to support initially 400 IP users with expansion capacity of up to 1,000.
- c) The IP PBX system shall be able to support 20 trunk lines.
- d) The system shall be able to support full outlook and e-mail integration including voice mail to Email.
- e) The system shall have support for business critical applications and unified communication applications which shall include IP Contact Centre/Call Centre, unified messaging.
- f) The system shall have support for integrated services such as conferencing, one number follow me, personal call directory, recorded announcement, network-wide attendant and messaging.
- g) The system shall have an IP PBX based unified communication security solutions that offer comprehensive threat protection, strict policy enforcement, robust access control, and privacy of confidential data.
- h) As the Supplier plans for the security of the system, they should bear in mind the current security software used at AFA i.e. antivirus, firewall etc.
- i) The Supplier shall indicate the licensing regime applicable to the IP PBX system. AFA shall prefer cost effective licensing which will allow for grow-as-you-want - Licensed per extension one-off payment.
- j) The system shall be able to interoperate with IP Phones, PSTN Gateways, SIP Trunks, IP Trunks, Analogue Trunks and Microsoft products such as Exchange 2016 or lower versions. The system shall have a CTI server to be able to provide call management on every desktop. The system shall make it possible for the following feature to be integrated:
 - **Pop-up of incoming calls with caller ID on ISDN line, List of incoming/outgoing and answered/unanswered calls.**

- **Click to dial.**
- **Integration with MS outlook to dial from Outlook contacts.**
- **Support in future, unified messaging to have Voicemail as .wav (or equivalent) file in email client.**
- **Support in future, supervision feature to have status Free/Busy/forwarded etc) of all users.**

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

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

5.1.3. Secondary Services

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

5.1.4. Phone Sets

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

- a) The Digital/IP sets shall have large display and permanently-labeled feature buttons: eg. Speaker, Mute, Volume, Headset, Contacts, Home, History, Message, Phone. Executive phones will have a feature for video calls.
- b) The Supplier shall supply IP Phone sets capable of being powered through Power over Ethernet (PoE).

- c) The Supplier may propose to supply either two sets of IP Phone sets (50 Executive IP phones and 100 Standard IP Phones) or a single set of 150 advanced IP phones to be used by both Executive and standard users.
- d) The Supplier shall supply client software for 200 IP soft phones to be installed on desktop and laptop computers. The Supplier shall also supply all associated accessories for each IP soft phones that is: - mouth pieces, mikes, earpieces, headphones and holders.

5.1.5. Operations and Management Console Software

- a) The system shall have a secure Web based IP PBX management system for easy system administration. It shall also be password protected and accessible over the network.
- b) Multiple Country number selection.
- c) Talk Time Management
- d) Call Account Management
- e) Call Detail Records - Call Logs

5.2. AFFA Network

Depending on the architecture and configuration of the IP PBX arising from the network design submitted by contractor the supplier will be expected to carry a comprehensive site survey to establish the exact number of PoE port density requirements.

5.3. Automated Call Distributor

The system shall be able to support an automated call distributor with the following features;

- Automatic call attendant
- Call menu
- Call forwarding
- Call transfer
- Managing extensions
- Call parking
- Support auto attendant (16 ports) with the option to upgrade it to multiple trees, by way of software upgrade only with no additional hardware.

5.4. GSM Gateway

The system shall have a GSM Gateway which shall be used to route call straight to mobile networks.

5.5. Unified Messaging Gateway

The system shall have a Unified Messaging Gateway which shall be used to link with Microsoft Exchange 2013, higher or lower versions

5.6. Router SRST (Survival Remote Site Telephone) system

The system shall provide for Survival Remoter Site Telephone (SRST) for continuous communication services to branch offices in the event that the WAN link to a remote branch fails and connection to IP PBX Call processing system is lost.

5.7. Interactive Voice Response System (IVRS)

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

5.8. REDUNDANCY REQUIREMENTS

In order to meet availability that is commensurate to world best practices, AFFA proposes a redundancy arrangement as indicated in the high level configuration attached at annex of this document.

5.9. MECHANICAL ASPECTS

Standard racks and cabinets, in sheds of gray, silver or black, shall be employed for uniform appearance, minimization of interfaces and maintenance requirements and where appropriate, for protection of personnel or equipment.

The use of plug-in replaceable units or modules shall be favored. Such plug-in devices shall be mechanically secured in their positions to prevent being dislodged by shaking or vibrations.

Electronic equipment located outside, if any, shall be protected against direct exposure to rain and sunlight radiation. All the equipment shall meet its appropriate technical specifications.

5.10. LINKING OF TEA HSE I AND TEA HOUSE II

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

5.11. TRAINING REQUIREMENTS

The Supplier shall provide a professional certification on Certification Partners Convergence Technologies Professional (CTP) or an equivalent certification relevant to Unified communication systems for five (5) technical staff members before the actual implementation of the Unified communication system.

The training so provided shall be of highest standard, preferably conducted at the manufacturers training facility for the communication system. The training shall be coupled with tours of sites where similar solutions have been implemented.

In additional to this training the Supplier shall provide on-the-job training to all AFFA technical staff to be assigned to the Unified Communication System project during the implementation of the system.

5.12. DOCUMENTATION

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

6. GENERAL SPECIFICATIONS

VOIP equipment shall employ adopt commonly used specifications which include;

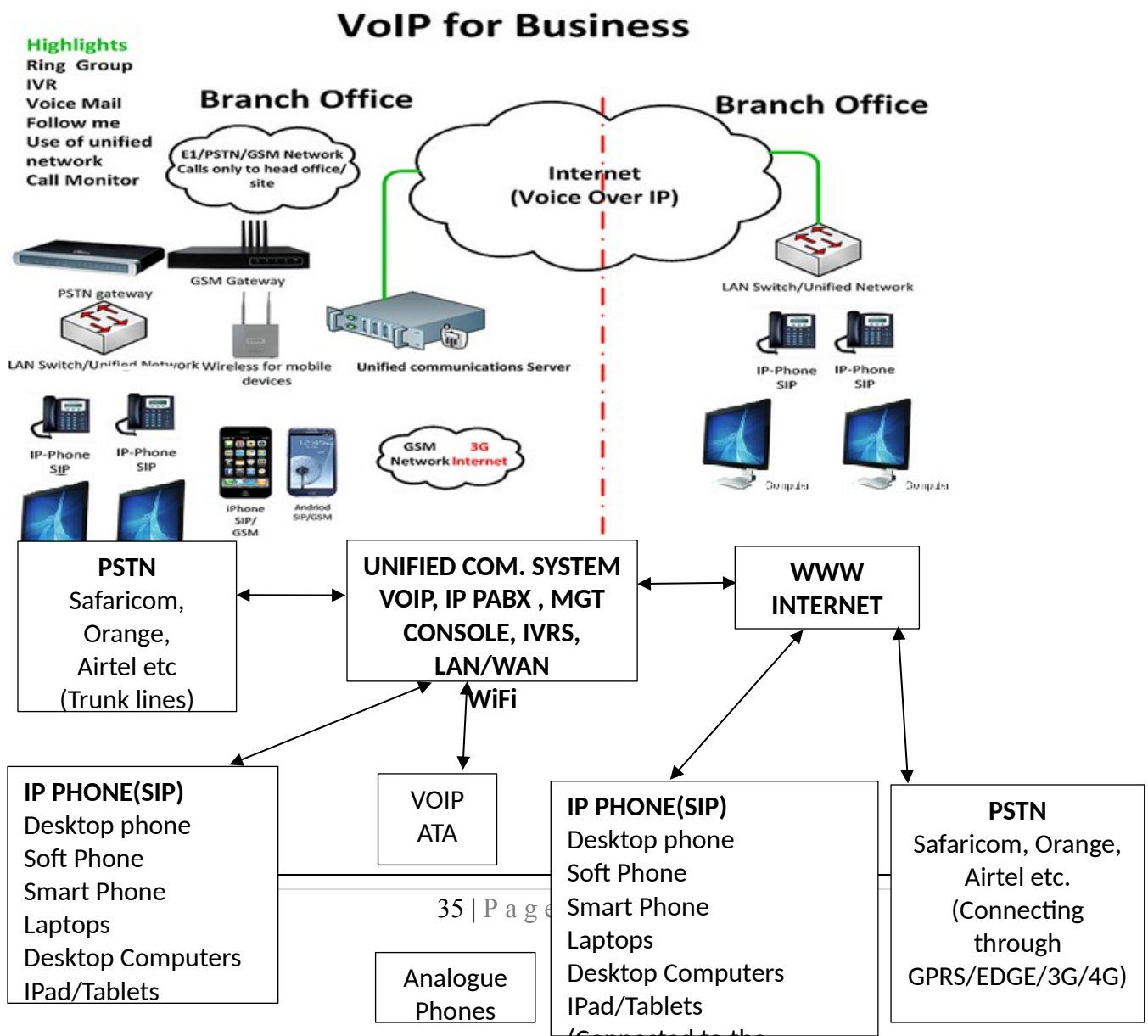
NO	AREA	SPECIFICATION	BIDDER'S RESPONSE
	General	<ul style="list-style-type: none">• H.323 or the Session Initiation Protocol (SIP) signaling protocols that sets up, maintain and terminate a VoIP call.• Media Gateway Control Protocol (MGCP) that provides a signaling and control protocol between VoIP gateways and traditional PSTN (Public Switched Telephone Network) gateways.	
	Security	<ul style="list-style-type: none">• H.323 protocol is secured by using TLS and S/MIME encryption for SIP.• Adequate physical security is in place to restrict access to key VoIP servers and components.• Firewalls designed for VOIP protocols are employed to secure the VOIP systems.• VOIP Terminals are secured through password authentication and user authorization. User accounts shall be administered and managed by the ICT units.• WiFi Protected Access (WPA) where mobile units are to be integrated with the VOIP system.• Disabling of HTTP and Telnet services• Where softphones are used, PCs should be adequately secured to protect from worms, viruses, and other malicious software.• Creating awareness to users on how to secure and use VOIP systems.	
	Protocols	<ul style="list-style-type: none">• Real- Time Transport Protocol.• Session Initiation Protocol.• ITU-T H.323	

		<ul style="list-style-type: none"> • Media Gateway control protocol • IPSec, TLS and S/MIME for encryption. 	
	Mobile Messaging Software Standards	<p>Mobile Messaging software shall enable the Authority to send SMS to customers or stakeholders from a Computer.</p> <p>Mobile Messaging software acquired will have the following minimum features:-</p> <ul style="list-style-type: none"> • Mobile Automatic filters-To sort inbound messages into appropriate response categories to ensure that text messages that are received are acknowledged in some form. • Address Book- store names, mobile numbers and notes. The database shall reside behind a highly secure firewall. Message History with status reports –keep a log messages and their status. • Group Messaging - The software should setup of groups in the address book and enable sending of SMS to everyone in that group • Report- The software should enable creation of reports and export to other documentations software's for report creation • Bulk Messaging - This feature allows you to send an individual message to multiple • Purge Failed Numbers- Allow the Authority to purge numbers based on a chosen number of consecutive SMS delivery failures. • Scheduling- Allows the Authority to send out the messages at a chosen date and time. Setup recurring and automated messages to be sent out at certain days and times of the week, month, or year • Compatibility Support for all Messaging to all Phone Models. • multi-part messages- to allow messages longer than 160 characters Support for • Unicode- To support extended 	

		<p>characters that are not supported by your native character set</p> <ul style="list-style-type: none"> • Support for WAP Push messages and Flash messages • Support for traffic limitations and throttling 	
	Other Provisions	<ul style="list-style-type: none"> • Traditional calling features including call by name, caller ID, last number redial, hold, call waiting, call forwarding, transfer, divert, park, retrieve, voice mail, return call and call conferencing • Call Coverage Make it easy to ensure that important calls are answered by administrative assistants or team members, via user-controlled Delegation and Team Calling respectively. • Telephone Directory. • Maintain Call history. • Local Number portability, that is, ability to maintain phone numbers when one changes service providers. 	•

Appendix on 5.1.3

VOIP Cell Phone Integration – This will enable smart phones to be used as extensions on the VOIP network and be reachable as long as they have a connection to the internet around the globe.





TECHNICAL MANDATORY REQUIREMENTS – PROVIDE A DETAIL

NO.	TECHNICAL REQUIREMENTS	yes	No -
1	Site survey certificate duly verified, stamped and signed by the client's representative.		
2	System description as per clause 5 under section IV on terms of response.		
3	Indicate primary services for the system as in clause 5.1.2, Section IV.		
4	Indicate compatibility with Cisco 7911 and Cisco 8945 IP phone in place at AFA		
5	Indicate support for different types IP phones as indicated in clause 5.1.4, Section IV.		
6	Provision of Secure web-based management system as indicated in		

	clause 5.1.5, Section IV.		
7	Automated call distributor as indicated in clause 5.3, Section IV.		
8	Provision of Survival Remote Site Telephone (SRST) as indicated in clause 5.6, Section IV.		
9	Provision of Interactive Voice Response (IVRS) as in clause 5.7, Section IV.		
10	Linking of Tea Hse I & II via fibre as in clause 5.10, Section IV.		
11	Certified Training for five members of staff as indicated in clause 5.11 Section IV, as well as on Job training/knowledge transfer.		

NB: Compliance to Technical Specifications

Response to compliance to all Technical Specifications is **MANDATORY**.

Bidders **MUST** respond to **ALL** the requirements on a clause by clause basis **stating clearly** how their solution meets the requirements. Responses to compliance to technical specifications in any other way other than **clause by clause** will be treated as **NON-RESPONSIVE**

TECHNICAL EVALUATION

	Particulars	
	The firms general experience in the field of the assignment. Provide evidence of similar assignment previous at least five of which three in public sector such as copies of LSOs, Contracts Recommendations letters highlighting the value of assignment, contact person and contact addresses	
	Adequacy of the proposed work plan, methodology in responding to the terms of reference provided.	
	Qualification, Experience and Competency of key staff for the assignment (provide cv, copies of academic and professional certificates)	

	Particulars	
	<p>Staff Qualification.</p> <p>Team leader(8marks)</p> <p>The Project Team leader must have at least a masters university degree in any of project Management, Business management, Computer Science or Information Technology and Bachalors Degree in Computer Science or Information Technology.</p> <p>(4marks)</p> <p>A relevant Professional IT certification and qualifications will be necessary for successfully performing the work required by AFFA as stated in the RFP.</p> <p>The project Team leader should have a combination of the following</p> <p>Cisco Certification CCNP Routing and Switching and Voice(2marks)</p> <p>Cisco Certification Service provider or equivalent (1marks)</p> <p>Cisco Certification CCIE or equivalent(1marks)</p> <p>Team Members at least Two (12marks)</p> <p>The Project Team members must have at least a university degree preferably in Computer Science or Information Technology, or a Business related Degree with a relevant IT certification and has demonstrated competence and professional</p> <p>(6marks)</p> <p>A relevant Professional IT certification and qualifications will be necessary for successfully performing the work required by AFFA as stated in the RFP.</p> <p>The project Team leader should have a combination of the following</p> <p>Cisco Certification CCNP Routing and Switching and Voice or equivalent (2marks)</p> <p>Cisco Certification Service provider or equivalent (2marks)</p> <p>Cisco Certification CCIE or equivalent(2marks)</p>	
	<p>Staff Experience</p> <p>Team leader(10marks)</p> <p>Three years' experience of implementing VOIP in a WAN environment</p> <p>(4 marks)</p> <p>Successful completion of at least three VOIP projects (3 marks)</p> <p>Three years' experience of configuring and integrating multimedia wide area networks (3 marks)</p> <p>Team Members at least two(10marks)</p> <p>Two years' experience of implementing VOIP in a WAN environment</p> <p>(4marks)</p> <p>Successful completion of at least two VOIP projects (3marks)</p> <p>Two years' experience of configuring and integrating multimedia wide area networks (3 marks)</p>	
	<p>TRAINING REQUIREMENTS</p> <p>The Supplier shall provide technical training on the IP PBX system for five (5) technical staff members before the actual implementation of the IP PBX system.</p> <p>The training so provided shall be of highest standard, preferably conducted at the manufacturers training facility for the IP PBX. The supplier should outline the training content, profile of trainer and expected trainees certification</p>	
	<p>DOCUMENTATION</p> <p>The Supplier shall supply, together with the equipment, a set of documentation (Technical and User Manuals) to be used for purposes of operation and maintenance of the IP PBX systems. The supplier is</p>	

	Particulars	
	expected to document any other innovative information based on emerging technologies to support the implementation	
	Total	

Technically responsive bidder must score 75% and above to qualify for financial evaluation

Weighting of Technical Score shall be 0.8

FINANCIAL PROPOSAL

Bidders must cost all the items and services applicable to the assignment as per the terms of reference of this tender in the table below

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price per item (cols. 4x5)	Unit price of other incidental services payable

<u>TOTAL</u> <u>S</u>						

Signature of tenderer _____

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

0.2

AWARD CRITERIA

The firm achieving the highest combined technical and financial score will be considered for award.

The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$S_f = 100 \times FM/F$ where Sf is the financial score;

Fm is the lowest priced financial proposal =20 and

F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

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

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

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

8.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name
Location of business premises.
Plot No.....Street/Road
Postal Address
Tel No.
Fax.....E-mail
Nature of Business
Registration Certificate No.(Attach Copy)
Maximum value of business which you can handle at any one time –
Kshs.
Name of your bankers
Branch
KRA Tax Compliance Certificate.....(Attach copy)
Business Permit No..... (Attach copy)

Part 2 (a) – Sole Proprietor

	Your name in full Age Nationality Country of origin • Citizenship details			
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private		or	Public
			
	State the nominal and issued capital of company-			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	Date Signature of Candidate			

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between *[name of Procurement entity]* of *[country of Procurement entity]* (hereinafter called "the Procuring entity) of the one part and *[name of tenderer]* of *[city and country of tenderer]* (hereinafter called "the tenderer") of the other part;
WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity's Notification of Award

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

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To

[name of Procuring entity]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 ____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:_____

RE: Tender No._____

Tender Name_____

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

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

(FULL PARTICULARS)_____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary



AGRICULTURE AND FOOD AUTHORITY (AFA)

SITE VISIT CERTIFICATE

THIS IS TO CERTIFY that:

I, _____ (name of bidder or representative) of the _____ (name of firm) in the _____ company of _____ (name of AFFA Representative) visited the site in connection with the Bid / Tender No. _____ for _____ the _____ (name of the Project.)

Having examined the bid documents, I certify that I have acquainted with the nature, geographical and exact location of the works; the general conditions of execution; the neighboring buildings and other constraints that might affect the construction methods; the obligation not to obstruct the traffic where requested, or the flow of any water; the physical conditions specific to the construction sites; the climatic conditions; local conditions; means of communication and transport; the possibility of supplying water, electricity and fuel; the availability of labor sufficient in number and quantity; all constraints and obligations resulting from social, tax and customs legislation; and all conditions and circumstances which might influence the execution or price of the works.

I further certify that I am satisfied with the description of the works and the AFFA Representative's explanations and that I understand perfectly the works to be undertaken as specified and implied in the execution of the Contract.

(Name and Signature of Bidder or his Representative)

Date: _____

(Name and Signature of the accompanying AFFA Representative): Affix Authority Stamp

Date: _____

Note 1: This form shall be completed by the Bidder and an AFFA Representative at the time of the visit to the site where the works are to be carried out.

SECOND SCHEDULE

Tender-Securing Declaration Form

(r.22)

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Bid Submission] Tender No.[Insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
 - a. have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - b. having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - i. fail or refuse to execute the Contract, if required, or
 - ii. fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - i. our receipt of a copy of your notification of the name of the successful Bidder; or
 - ii. twenty-eight days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bi, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration] Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on day of, [insert date of signing]