

TEACHERS SERVICE COMMISSION



TENDER DOCUMENT

**SUPPLY, INSTALLATION AND COMMISSIONING OF AN
INTERNET-PROTOCOL BASED TELEPHONY (IPT)
SOLUTION FOR TEACHERS SERVICE COMMISSION**

(2 YEAR FRAMEWORK AGREEMENT)

TENDER NO. TSC / T / 038 / 2017-2019

Teachers Service Commission
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TENDER NO. TSC / T / 038 / 2017 - 2019

TENDER NAME: SUPPLY, INSTALLATION AND COMMISSIONING OF AN INTERNET-PROTOCOL BASED TELEPHONY (IPT) SOLUTION (2 YEAR FRAMEWORK)

- 1.1 Teachers Service Commission, (herein referred to as TSC) invites sealed bids from bidders who are technically and financially capable for **SUPPLY, INSTALLATION AND COMMISSIONING OF AN INTERNET-PROTOCOL BASED TELEPHONY (IPT) SOLUTION (2 YEAR FRAMEWORK)**
- 1.2 A complete set of tender documents may be obtained by interested candidates from the office of TSC upon payment of non-refundable fees of **Kshs. 1,000.00** in cash or Bankers Cheque payable to Teachers Service Commission.
- 1.3 Interested eligible candidates may obtain further information and inspect the tender documents at the office of the TSC located TSC from **MONDAY TO FRIDAY BETWEEN 8.00 a.m AND 4.00 p.m .**
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Tender Box at TSC House, Kilimanjaro Road, Upper Hill, Tender box on 3rd floor podium wing** so as to be received on or **before 20th December 2017 at 11:00am.** There will be a mandatory site survey visit and bidders are expected to make prior arrangements before 20th December 2017.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for a hundred and twenty (120) days from the closing date of the tender.
- 1.6 Tenderers shall be required to submit Tender Security **of 2% of the tender sum** in form of Banker's/Insurance guarantee in the format provided in the tender document and valid for **120 days.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at ***TSC Building 3rd floor podium wing on 20th December 2017 at 11.00am.***
- 1.8 Canvassing or lobbying for the tender shall lead to automatic disqualification.

NANCY NJERI MACHARIA
COMMISSION SECRETARY

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The Commission's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Commission 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed 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 equipment(s) are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

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.1,000.00**
- 2.3.3 The Commission shall allow the tenderer to review the tender document free of charge before purchase.

2.4 Contents of 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 Form
- (xiv) Declaration form

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 Tender 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 TSC 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 TSC. Written copies of the TSC 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 TSC 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 Tender Documents

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

2.6.2 All prospective tenderers that have obtained 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 Commission, 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 Commission, 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 the 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 2.12 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 2.13 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
- (e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, 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 where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EX-W (ex-works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderers 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 Commission'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 establish to the Commission's satisfaction;
- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
 - (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 Document

- 2.13.1 Pursuant 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 equipment which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment
 - 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 equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
 - c) a clause-by-clause commentary on the Commission'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 commentary 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 and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Commission 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) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.

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 Commission.

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 Commission 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
 1. or
 - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Commission, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Commission as non responsive.

2.15.2 In exceptional circumstances, the Commission 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 Tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Commission at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words **“DO NOT OPEN BEFORE 11:00 am ON 20th December,2017**

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 Commission 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 Commission at the address specified under paragraph 2.5.1 not later than **11:00 a.m ON 20th December,2017**

2.18.2 The Commission 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 Commission and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19 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 Commission 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

2.20 Opening of Tenders

2.20.1 The Commission will open all tenders in the presence of tenderers' representatives who choose to attend, at **11:00 am on 20th December, 2017 at the TSC Building podium Wing 3rd floor.**

The tenderers' representatives who are present shall sign a tender opening 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 Commission, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Commission 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 Commission 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 staff in the Commission's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Commission 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 Commission'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 Commission 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 Commission will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The Commission evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and;
- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Commission's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

1. Delivery and installation schedule offered in the tender;
2. Deviations in payment schedule from the specifications in the Special Conditions of Contract;
3. The cost of components, mandatory spare parts and service;
4. The availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

The Commission requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the Commission's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Commission may consider the alternative payment schedule offered by the selected tenderer.

(c) ***Spare parts and after sales service facilities***

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25 Contacting the Procuring Entity

2.25.1 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.

2.25.2 Any effort by a tenderer to influence the Commission's procuring section in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) **Post-Qualification**

2.26.1 In the absence of pre-qualification, the Commission 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.

2.26.2 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 Commission deems necessary and appropriate.

2.26.3 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 Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.26.4 The Commission 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.

2.26.5 To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured – as outlined in the Technical Specifications for Tenderers Reference.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

d) Shall not be debarred from participating in public procurement.

(c) **Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.26.6 The Commission 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 tenderer of the grounds for the Commission's action

2.26.7 The Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8 The Commission 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.

2.26.9 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.

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Commission will simultaneously inform the other tenderers that their tenders have not been successful

2.28 Signing of Contract

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

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

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

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Commission, 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 Commission.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Commission may make the award to the next lowest evaluated

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. **A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.**
- 2.30.2 The Commission 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.
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>This tender is open to bidders with proven financial and technical capability to provide an IP Telephony Solution</i>
2.7.1	The language to be used in all correspondence and documents related to the bids should be in English. Unless explicitly specified in the tender document, any printed literature provided by the tenderers in another language must be accompanied by an accurate English translation of the relevant passage.
2.10.2	Prices quoted on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises
2.10.3	Prices quoted shall be fixed during the tender's performance of the contract and not subject to variation on any account.
2.11.1	Prices shall be quoted in Kenya Shillings
2.14.1	A tender security in the form of a Bank/Insurance Guarantee is required. The amount of Tender security required is 2% of the contract price
2.15.1	Tender Validity shall be a period of 120 days from the date of opening
2.17.1	The tenderer shall submit the original and copy of the tender in separate envelopes duly marked "Original" and "Copy". The envelopes shall be sealed in an outer envelope.
2.17.2	The inner and outer envelopes shall be address to The Secretary, Teachers Service Commission, P.O Private Bag-00100, Nairobi bearing the tender number and name.

SECTION III – SCOPE OF WORK AND DELIVERABLES

3.1 Scope

TSC requires the services of an experienced IP Telephony solution service provider to be implemented at the TSC HQS LANs and 11 other counties. In order for the TSC to get maximum benefit from this exercise, the successful bidder will be expected to: -

- Configure the LANs to provide quality of service (QoS) for voice traffic.
- Use LAN switches supporting PoE for powering the IP Phones.
- Supply the required IP PBX/SBC gateways/Voice gateways and hardware at the headquarters and the counties, wherever applicable.
- Provide comprehensive onsite user training to selected personnel from the TSC Administration
- Geographical coverage – 11 counties to be covered.

The solution is expected to utilize the existing PBXs systems and therefore bidders are required to carry out a **Mandatory Site Survey** to ascertain and confirm the readiness of the existing PBX systems and other IT infrastructure for IPT solution. Once the IPT solution is implemented it is expected that a Call Management solution be provided for monitoring and managing of all calls both incoming and outgoing.

SCOPE OF WORKS (A)

Item No.	Feature	Minimum Requirements	Remarks
1.	Incidents, reporting and resolution	Bidders shall provide details of; <ul style="list-style-type: none"> • Incident reporting procedure, escalation, problem verification, restoration of service outage and restoration beyond normal business hours and routine maintenance. 	MANDATORY
2.	SLA components	Bidders shall provide an SLA proposal that addresses: <ul style="list-style-type: none"> • Escalation matrix • Contact persons • Response times • Proof of local support presence • Online support from OEM if necessary 	MANDATORY
3.	Change requirements	Bidders shall commit to the following change requirements: <ul style="list-style-type: none"> • Notification – 24 hours • Logical implementation – 2 to 5 business days 	MANDATORY
4.	Mean Time To Repair (MTTR)	Bidders shall commit to the following MTTR requirements: <ul style="list-style-type: none"> • Low/information – no timeline • Minor – 48 hours or less • Major – 12 hours or less • Critical – 8 hours or less 	MANDATORY
5.	Licenses	Bidders shall provide a detailed licensing framework in the financial proposal	MANDATORY
6.	Warranty	Bidders shall propose a warranty and support of at least one year	MANDATORY

3.2 SCOPE OF WORKS (B)

The following are the project features:-

Item No	Feature	Minimum requirements
1.	Design	Design IP telephony & networking Systems as per the requirements
2.	Scope of IP Telephony deployment	IP Telephony solution shall be installed in the following sites: <ul style="list-style-type: none"> • TSC HQS • Offices in 11 other Counties Bidders shall provide a detailed proposal on how they shall fulfill the requirements
3.	Extent of Installation	The Proposed system should comprise of Supply and Installation of: <ul style="list-style-type: none"> • IP Telephony Solution • Voice Logging • Voice Conferencing • POE Switches and its Accessories • Required Server hardware & voice/ media gateway(s) • Any other feature not highlighted above
4.	Support for Unified Communication	The Proposed Telephony system should have support for Unified Communications (UC) Features for future use and expansion.
5.	Hardware and Software	Bidders must supply required Software, Hardware (like server hardware, voice gateway(s), IP Phone receivers) and Accessories for the IP Telephony, call logging system and contact center
6.	Scalability	TSC requires a solution that is fully scalable from county Offices to the headquarters site from the current 11 Counties being covered to all the 47 sites. Thus the solution envisioned must transparently handle the planned growth.
7.	Bandwidth Optimization	Bidders are expected to provide details on how the IP Telephony solution will be optimized for bandwidth
8.	QoS support	Bidders are expected to provide details on how the IPT solution supports QoS during conference calls
9.	Training and knowledge transfer	The bidder should include a proposal for hands-on class training for equipment, administrators and end-users. <ul style="list-style-type: none"> -Training of 2 Secretariat staff per county -Training of 15 Technical staff at TSC HQS

	Site Visit: <i>The Commission reserves the right, in determining to its satisfaction whether the bidder can perform the contract satisfactorily, to conduct site visits to the reference sites.</i>
	Performance Security – <i>shall be 10% of the contract sum in form of a bank guarantee in the format provided in the tender document</i>

	SYSTEM FEATURES
	Call (dial) by name: Users whose terminal is equipped with a display and alphabetic keyboard should have the capability to call, to transfer, or forward calls to other internal or external parties by entering their NAME.
	Automated attendant:
	The proposed IP PBX system should be equipped with an automated attendant system that, under designated conditions, welcomes outside callers, and proposes (in an interactive manner) a way to reach a desired service or pre-defined party.
	Forwarding of voice mail messages: The box holder will be able to send a copy of previously received messages to other boxes (with or without requesting acknowledgement of receipt).
	System administration:
	The management platform must provide a client Graphical User Interface (GUI) as well as a web based interface to allow the administrator to manage the system from any PC with an Internet browser.
	The management platform must use a client-server architecture allowing different administration clients to be connected to the system.
	The management platform must allow the administrator to generate reports and graphics of the activity per period of time in terms of traffic, accounting and alarms and giving the possibility to generate statistics of all this analysis.
	All IP PBX management applications (Fault & alarms, Configuration, Accounting and performance) should belong to a single platform and a single image for data storage, minimizing operation expenses.
	It must provide:
	• A Directory module to manage the telephone directory. This must be LDAP compatible to be synchronized with other directory applications, must also allow web access and provide information on all desktops allowing click to call features to the users.
	• A monitoring module which allows the administrator to monitor the accounting thresholds of the users of cost centers in the graphical interface and must incorporate a means of generating an alarm or e-mail warning in case of threshold attainment problems
	The management platform should be able to use standard protocol SNMP to integrate tasks with enterprise global network management platforms (like CA Unicenter TNG, HP Openview, or IBM Tivoli).
	Management Task:
	The IP PBX system should provide a suite of applications and tools to permanently evaluate and report the operational health of the system. It should provide the following functions:
	• Software licensing check
	• Automatic recognition of plugged sets
	• User moving
	• Monitoring of all the events on the system
	• Capture of performance and level of use of the resources
	• Register and log all calls and give accounting information
	• Monitor and register all users, attendants, trunks activity to generate traffic and level of use analysis
	Some of these applications must be interactive. For example, any modification to the telephone data will automatically generate a change in the

management telephone data, and vice versa, any modification of the user terminal parameters will generate an update in the directory

Topology

The management server should provide an application that offers a topological view of the IP PBX system that constitutes the organization's network, as well as the links that exist between sites. The presentation should be the simplest possible, and consider the need for an automatic discovery utility that will automatically display the sub-networks and nodes that exist. This application must be completely customizable in terms of the screens and the icons that represent the objects.

The different objects that represent the organization's network must be synchronized with the alarms application in real time, and items that are affected by alarm-generating conditions must indicate the event, using the same severity and color format.

When a problem appears, the administrator will access the faulty element by a mouse-click, and will move through the system architecture, following the network hierarchy (node, cabinet, media-gateway, board, etc.) until the problem element is found. The administrator will be able to automatically launch system configuration and maintenance utilities while viewing this element.

Traffic History & Collection

The system administrator should have access to data regarding system traffic, use of telephone features, and overall system operation at all times. Collection of traffic data is required for measuring system use and to detect possible system sizing problems. Performance and traffic Analysis of the operation of the system. This must include at least the following information:

- Measurement of response time
- Measurement of the VoIP traffic
- Statistics on the quality of VoIP calls
- Statistics on the line-occupancy ratio for incoming calls
- Reports and graphics on attendant, trunks and users traffic
- Occupancy rates of the different internal and external links
- Average time spent waiting for an attendant

Traffic Reports: For system management reasons, it should be possible to generate the reports for different periods of time. These could be hourly, daily, monthly on demand or programmable.

The results should be protected, by period, on a storage device that permits the reloading and subsequent use of the information.

All results should be presentable in a graphical format

Audio Conference: The system must include self-service audio conferencing capabilities. User access must be provided via a web interface to create:

- Ad-Hoc/On Demand Conferences, allowing the users to start an audio conference at any time by just aggregating the participants from the buddy list or by calling them at any telephone number (internal or external) without access codes.
- Reservation less Conferences (conference rooms), that the user can create by himself that include a "number to call" and an "access code" that can be used at any time to establish a conference call. Participants just dial the number and access code, and the conference continues
- Scheduled Conferences that the user can schedule through the application user interface. The conference is scheduled for a specific date, time and duration. The application must generate an access code, a URL for this conference and provide a dial in number. By configuration, it must be possible to reserve the number of ports needed for the conference.

If enabled, participants must be able to ask the application to call them to join the conference by clicking on the URL provided by the application

Scheduled conferences must include recurrence (daily, weekly or monthly)

- Managed mastered conference This application allows N users (29 max.) to participate in a mastered conference call managed by a leader. They use the keys of their Reflexes set to lead the conference.

This operation is also used to transmit announcements on the phone set (during the call, the phone sets are automatically put on hands free) or on a sound system

SECTION 1V- SCHEDULE OF REQUIREMENTS

4.1 SCHEDULE OF REQUIREMENTS (A)

Item	Feature
TSC HQ Requirements	
1.	Release Upgrade of the existing Alcatel-Lucent EPABX system from Release 9 to release 12
2.	Connectivity of main HQ EPABX with 11 TSC County offices
3.	SIP Trunks at HQ systems (100)
4.	Migration of CPU to Appliance server with redundant server. (Alcatel based)
5.	174 IP user licenses for head office (QTY 174)
6.	25 senior executive video phone licenses for head office (QTY 25)
7.	73 senior executive phone handsets for head office (QTY 73)
8.	70 Basic IP phone handsets for head office (QTY 70)
9.	Upgrade of existing call billing software ALE4760 to latest call billing and Management software ALE 8770. This feature required for all the users.
10.	Upgrade of legacy operator consoles to PC based operator consoles with wireless headsets. (QTY 9)
11.	3 simultaneous meet me audio conferencing for minimum 29 users
12.	1 mastered conference for minimum 29 users
13.	Voice mail for all users with IMAP services to provide access to voice messages from e-mail clients.
14.	Peer to peer Video calls for all video phones between HQ and remote locations
15.	Contact center with 5 agents and 1 supervisor
16.	Executive IP handsets (5) for contact center agents and supervisor executive handset – (1)
17.	Contact center 42 inch wallboard (1)
18.	Call recording for contact centre
19.	48 ports PoE Switches 10/100/1000 (Qty 15)
County Requirements	
1.	Each of the 11 counties require 5 IP extensions. Total 55 add on IP Extensions
2.	One senior executive phone for each county. (QTY 11)
3.	Four dual port entry level IP phones for each county. (QTY 11X4=44)
4.	SIP Trunks 5 each sites for 11 counties (Qty 55)
5.	Redundant cabinet for each county (QTY 11)
6.	All the counties should connect through SIP trunks
7.	24 ports PoE Switches 10/100/1000 (Qty 11)
8.	6000W or Higher Pure Sine Wave Inverter/Charger with MINIMUM Eight (8) hrs backup (Qty 11)
9.	Electrical Installation Accessories

SCHEDULE OF REQUIREMENTS (B)

4.2 User Requirements

Sn.	Station	Total No. of IP Phones Required	No. of IP Phones Required			Remarks
			Video Phone	Executive IP Phone	Basic IP Phone	
1.	TSC HQS	174	25	79	70	
2.	Kiambu	5	~	1	4	
3.	Kisii	5	~	1	4	
4.	Bomet	5	~	1	4	
5.	Nandi	5	~	1	4	
6.	Kajiado	5	~	1	4	
7.	Uasin Gishu	5	~	1	4	
8.	Kisumu	5	~	1	4	
9.	Kwale	5	~	1	4	
10.	Nyeri	5	~	1	4	
11.	Samburu	5	~	1	4	
12.	Kitui	5	~	1	4	
TOTAL		229	25	90	114	

4.2.1 Summary of Requirements

Sn.	Description	Quantity	State Brand & Country of Origin
1.	Upgrade of the existing PABX system	Software	
2.	Appliance Server	1	
3.	Various categories of IP Phones & Licenses	229	
4.	Upgrade of legacy operator consoles to PC based operator consoles with wireless headsets	9	
5.	Contact center 42 inch wallboard	1	
6.	48 ports PoE Switches 10/100/1000	15	
7.	24 ports PoE Switches 10/100/1000	11	
8.	6000W or Higher Pure Sine Wave Inverter/Charger with MINIMUM Eight (8) hrs backup	11	
9.	Electrical Installation Accessories	LOT	
10.	CAT 6UTP Patch cords, factory made RJ 45 to RJ 45 (1 Meter)	55	
11.	CAT 6UTP Patch cords, factory made RJ 45 to RJ 45 (3 Meter)	55	

4.2.2 Solution Implementation

The implementation of the solution can be summarized as follows;

Item No	Expected Task
1.	Delivery of a IP Telephony Solution components (software and hardware)
2.	Installation, systems integration, testing and commissioning of IP Telephony Solution
3.	User and Technical Training on IP Telephony Solution (knowledge transfer)
4.	Documentation of the Implementation and development and delivery of the User Procedures of IP Telephony Solution
5.	Provision of warranty period and licensing services

SECTION V – GENERAL CONDITIONS OF CONTRACT

5.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Commission 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.

5.2 Application

5.2.1 These General Conditions shall apply in all Contracts made by the Commission for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

5.3 Country of Origin

5.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

5.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

5.6 Standards

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

5.7 Use of Contract Documents and Information

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

5.7.2 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

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

5.8 Patent Rights

5.8.1 The tenderer shall indemnify the Commission 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 country.

5.9 Performance Security

5.9.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Commission the performance security where applicable in the amount specified in Special Conditions of Contract.

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

5.9.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the Commission and shall be in the form of

- a) Cash
- b) Bank guarantee
- c) Such insurance guarantee approved by the TSC
- d) Letter of credit

5.9.4 The performance security will be discharged by the Commission 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

5.10 Inspection and Tests

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

5.10.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Commission.

5.10.3 Should any inspected or tested equipment fail to conform to the Specifications, the Commission 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 Commission.

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

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

5.11 Packing

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

5.11.2 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

5.12 Third-Party Products/Optional Software.

5.12.1 The vendor must explicitly list and describe the name of any third-party products that are part of the proposed solution to the TSC. For each third-party product there must be comments about whether the vendor's contract will encompass the third-party product and/or whether the TSC will have to contract on its own for the product.

5.13 Delivery and Documents

5.13.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Commission in its Schedule of Requirements and the Special Conditions of Contract

5.14 Insurance

5.14.1 The equipment 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.

5.15 Payment

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

5.15.2 Payments shall be made promptly by the Commission as specified in the contract

5.16 Prices

5.16.1 Prices charged by the tenderer for equipment delivered and installation 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.

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

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

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

5.18 Assignment

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

5.19. Subcontracts

5.19.1 The tenderer shall notify the Commission 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

5.20. Termination for Default

5.20.1 The Commission 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 equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Commission
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

5.20.2 In the event the Commission 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 Commission for any excess costs for such similar equipment.

5.21. Liquidated Damages

5.21.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the Commission 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.

5.22. Resolution of Disputes

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

5.22.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

5.23. Language and Law

5.23.1.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

5.24. Force Majeure

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

5.25 Notices

5.25.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

5.25.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION VI - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
5.9.1	Performance Bond shall be 10% of the contract sum
5.12.1	The vendor shall provide for System upgrade patches compatible with the existing Operating Systems at no extra cost The contractor shall be required to partner with a local firm preferably within the Country for purposes of offering after sales support
5.15.1	Payments shall be made 30 days after certification of invoice
5.22.1	Resolution of disputes shall be through arbitration. Appointment of an Arbitrator shall be in accordance with the provisions of the Arbitration Act Cap 49 of the Laws of Kenya Appointment of arbitrator to be conducted as per the Arbitration Act

SECTION VII ~ TECHNICAL SPECIFICATIONS

- 7.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 7.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 7.1.3 All the service elements 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 Commission reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products
- 7.1.4 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

7.2 BACKGROUND

The Teachers Service Commission is the agency responsible for the nation's teaching staff. The TSC undertakes various functions aimed at enhancing welfare of the members of the TSC in the country as guided by the executive law.

7.2.1 Existing System Overview

Teacher service Commission is using Alcatel-Lucent PABX system in their premises.

Make & Model of existing System: Alcatel-Lucent Omni PCX Enterprises.
Year of Make: 2009
Release: Release 9.0

7.2.2 Current Configuration

The existing system has 440 digital users with prosperity Alcatel-Lucent Digital handsets. It has 2 ISDN PRI Boards and 24 Analog trunk ports.

7.3 OBJECTIVE OF THE TENDER

- 7.3.1 Teachers' Service Commission (TSC) wants to connect its Headquarters of Nairobi with 11 counties. Each Tenderer must fulfil the requirements as outlined in the Sections below.

PRELIMINARY CRITERIA – PHASE 1

Preliminary Requirements

S/No	Documents to be Submitted	Yes/No
1.	Copy of valid Certificate of Registration/Incorporation	
2.	Copy of PIN/ VAT Certificate	
3.	Copy of valid Tax Compliance Certificate	
4.	Dully filled, signed and stamped Confidential Business Questionnaire	
5.	Valid Copy of Business Permit	
6.	Dully filled and signed Form of tender	
7.	Original copy of the Tender Security (Bid bond) of 2% of the contract price inform of a Bank guarantee or bankers cheque from a reputable bank in Kenya or Insurance guarantee approved by the PPRA and must be valid for 150 days from the date of tender opening.	
8.	Dully filled and signed Site visit form by the appointed TSC representative.	
9.	Manufacturer's Authorization letter	
10.	Brochures of proposed solution	
11.	Fill,sign and stamp the declaration Statement of no-n engagement in any corrupt or fraudulent practice(form attached)	
12.	Fill,sign and stamp the declaration of a non-debarment from participating in procurement proceedings(form attached)	

7.4 PRELIMINARY -TECHNICAL RESPONSIVENESS CHECKLIST- PHASE 2

Note to Bidders: The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to the requirements.

7.4.1 In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column "**DETAILED DESCRIPTION**".

7.4.2 The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

7.4.3 Bidders shall use the following options to indicate the "**DEGREE OF SUPPORT OF COMPLIANCE**" their solution provides for each of items listed in this section:

1. **FS** - (Fully Supported) the application fully supports the requirement without any modifications.
2. **PS** - (Partially Supported) the application supports the requirement with use of a workaround.

3. **CR** (Customization required) the application will be customized to meet the requirement(s).
4. **NS** - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

7.4.4 -Where customizations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements.

7.4.5 -A clause-by-clause commentary on the 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 is required.

7.4.6 -For each **SPECIFICATION**, bidders are requested to provide a clear and concise explanation in the **DETAILED DESCRIPTION** section or provide a cross-reference to where that explanation or supporting information can be found in other part of the technical proposal.

7.4.7 -Please fill in the **COMPLIANCE** column as appropriate to indicate one of the responses listed above for each item and add as many comments, diagrams, maps and/or screenshots in the **DETAILED DESCRIPTION** column

7.5 IP TELEPHONY SOLUTION

-The objective of this tender is to connect the Teachers' Service Commission Headquarters of Nairobi with 11 counties. The system must allow, at least the following specifications:

PRELIMINARY TECHNICAL SPECIFICATIONS (MANDATORY)

Item	VOIP Terminals	Bidder's Response
Basic SIP phone	State Brand and Model (Attach Brochure)	
	Supports power over Ethernet (PoE).	
	Dimensions (WxLxH):	
	Phone only: 197 x 54 x 205 mm	
	2-level adjustable foot stand: 40° or 60°	
	Weight:	
	Phone only : 800 gr	
	Display:	
	Resolution:132 x 64 pixel monochrome display	
	Size (mm): 61x31.5 with backlight	
	5 lines	
	Audio:	
	Hands-free mode	
	Audio codec: G. 711(A-law and μ -law), G723.1, G.729AB	
	Supports VAD, CNG, AEC, AJB	
	Connectivity:	
• LAN: 2 x RJ45 10/100M Ethernet ports		
• 1 x 3.5 mm headset port		
• 1 x RJ9 handset port		

	<ul style="list-style-type: none"> • 1 x RJ9 headset port 	
	<ul style="list-style-type: none"> • 1 x USB port (DC 5V/1A output) 	
	Keys:	
	<ul style="list-style-type: none"> • Application keys: 2 SIP account keys, Redial key, Conference key, Transfer key, Hold key 	
	<ul style="list-style-type: none"> • Audio keys: hands free key with LED, mute key, volume control keys (+/-) 	
	<ul style="list-style-type: none"> • Indication keys: Message key, headset key, Call indication 	
	<ul style="list-style-type: none"> • Navigation keys: 4-way navigation, cancel key 	
	Power:	
	Supports 802.3AF Power over Ethernet - Class 0 (Maximum power for the device in use without USB charging <= 3 W)	
	Settings:	
	Brightness / Contrast	
	Ringing mode : normal/silent/progressive/beep	
	Ringing melody (8 options)	
	Accessories:	
	External power supply adapter	
	Headset (catalog availability)	
	Wall mounting kit for compliancy with standard TIA-570-C, section 8)	
	Warranty and support: The bidder must provide at least 1 year manufacturer's warranty on the phone	
Video Phone	State Brand and Model (Attach Brochure)	
	Supports power over Ethernet (PoE).	
	Must have a 7 inch capacitive LED backlit touch screen, which provides context sensitive feedback.	
	The screen can be customized for:	
	– Personal preferences: screen displays and menu presentations can be modified according to personal needs (screensaver, melodies, background image, colors, backlight...)	
	– Company brand: Enterprise logos and information can be displayed to highlight the company image	
	Must comply with the European standard (ETS300245-2 Annex B), US standard (UL/CSA 60950), and Australia standard (AS/ACIF S004) for noise and acoustic shock	
	Must provide audio quality with:	
	– High fidelity audio quality loudspeaker and hands-free capability	
	– Wideband audio provides an acoustic frequency response covering a 200-6300 Hz range and audio quality compliance with most widespread narrowband and wideband VoIP standards	
	– Wideband Bluetooth handset (and headset) for privacy and wires-free mobility	

<p>– The Hearing Aid Compatibility (HAC) feature, which consists in providing audio assistance for hearing impaired people. A corded comfort handset is available for high fidelity audio communication.</p>	
<p>802.3AF power over Ethernet (PoE) (Class 3) Open connectivity supports easy expansion with a 10/100/1000 Ethernet switch for LAN and PC connectivity, an embedded Bluetooth chipset, a 3.5 mm stereo headset port (CTIA/AHJ standard), two USB connectors, an HDMI connector as well as handset connector.</p>	
<p>Must have an embedded 5M pixels HD camera for great personal video conversations and support external USB camera to provide wider angle and required mobility of the video image.</p>	
<p>Must be possible to plug an external screen on the HDMI connector for a HD video experience.</p>	
<p>Phone set description:</p>	
<ul style="list-style-type: none"> · LAN: 10/100/1000 Ethernet 	
<ul style="list-style-type: none"> · PC through 10/100/1000 integrated Ethernet switch 	
<ul style="list-style-type: none"> · Universal 3.5 mm audio and stereo jack, 4 pins, following the Cellular Telephone Industries Association (CTIA) / American Headset Jack (AHJ) standard 	
<ul style="list-style-type: none"> · Two USB ports (1.1/2.0) to connect external camera, audio equipment, low smartphone charging or USB stick 	
<ul style="list-style-type: none"> · RJ9 connector for corded handset (optional) 	
<ul style="list-style-type: none"> · Bluetooth 2.1 embedded: Headset, earphones, handset, loudspeaker and hands-free support 	
<ul style="list-style-type: none"> · HDMI 1.4a output, support for screen replication or dedicated HD video display 	
<p>During an audio conversation, a simple tap on the screen escalates the audio conversation to a video call. Multi-party video conversation is possible, either as an ad hoc conference (adding participants) or by using scheduled conferencing.</p>	
<ul style="list-style-type: none"> • Video decode : 	
<p>Up to 720p</p>	
<p>Video is adapted to the display format. No distortion applied</p>	
<ul style="list-style-type: none"> • Video encoding : 	
<p>H264 Baseline Profile Level 3.0</p>	
<p>Low : 352x240</p>	
<p>Medium: 640x368</p>	
<p>High : 1280x720</p>	
<p>IP Characteristics:</p>	
<p>Power over Ethernet: yes</p>	
<p>Class of consumption: class3</p>	
<p>10/100/1000 BT autosensing & configurable</p>	
<p>VLAN management: yes</p>	
<p>IP addressing: Static or dynamic</p>	
<p>VoIP standard: RTP, RTCP</p>	
<p>LLDP / LLDP-MED: PoE management, VLAN assignment, inventory, geolocation</p>	
<p>SNTP</p>	
<p></p>	

	Security:	
	Improved Denial-of-Service (DoS) attacks protection: flooding	
	ARP Spoofing	
	SIP message authentication through IP filtering	
	Local MMI protection by password	
	802.1X MD5/TLS	
	Https	
	Survivability with Communication Server and Passive Communication Server	
	Management/Quality of service:	
	802.1 P/Q, DSCP	
	Software upgrade and management via device management	
	Software upgrade is performed in background. Unavailability of the device occurs when boot is performed.	
	SIP survivability mode allows service continuity with a restricted level of services when either the DHCP server or the Communication Server is not reachable.	
	Warranty and support: The bidder must provide at least 1 year manufacturer's warranty on the phone	
	State Brand and Model (Attach Brochure)	
	• High color depth screen: 240 x 320 pixels, 1/4 VGA, 16,7 M colours	
	• Backlit display	
Executive IP Phone	• Wideband G722, full-duplex speakerphone, Acoustic Echo Cancellation	
	• Integrated Bluetooth technology	
	• Headset plug with presence detection	
	• Corded comfort handset or Bluetooth handset	
	• Alphabetic keyboard	
	• Four-direction navigator, Hands-free operation, Mute key, Redial key, Direct access to mailbox	
	• Contextual software keys for expert call screening, monitoring, filtering	
	• XML application openness	
	• Centrally managed device	
	• Visual comfort: high-quality color screen with contextual keys	
	• Audio comfort: high-quality hands free and handset	
	• Easy directory lookup and navigation	
	• Expert business communications including multi-device call shift	
	• XML applications openness	
	• Bluetooth capability	
	• Bluetooth capability	
Contact Center Headsets	Three-way connectivity lets you easily switch and mix audio between desk phone, PC and mobile phones with one intelligent, wireless headset system. Ideal for office professionals who use multiple devices and require best-in-class sound quality for their business communications	
	The bidder must provide at least 1 year manufacturer's warranty on the phone	

	<ul style="list-style-type: none"> • Screen: 100 x 160 pixels, 4 grey levels, backlit display • Wideband G722, full-duplex speakerphone, Acoustic Echo Cancellation • Headset plug with presence detection • Corded comfort handset • Alphabetic keyboard • Four-direction navigator, Hands-free operation, Mute key, Redial key, Direct access to mailbox • Contextual software keys for expert call screening, monitoring, filtering • XML application openness • Centrally managed device • Visual comfort: high-quality screen with contextual keys • Audio comfort: high-quality hands-free and handset • Easy directory lookup and navigation • Expert business communications including multi-device call shift • XML applications openness 	
	Contact Center (5 Agents and 1 Supervisor)	
	Must offer real-time one-click configuration and supervision, monitors all objects (pilots, queues, and groups) and provides full statistics compilation and detailed reports	
	Provides automatic call distributor (ACD) with a database embedded in the solution, offering cost-based powerful routing algorithms and the ability to build a virtual contact Centre	
	Support for a desktop application for agents providing full telephony and session control, advanced call monitoring, individual and group statistics, and access to critical information.	

Item	Feature	Bidder's Response
	Provide a wall board which will help agents and supervisors quickly identify strengths and weaknesses, then establishes corrective strategies, optimizing the Contact Center's efficiency and customer service. As a business monitoring tool, Soft Panel Manager enables managers to make quick strategic or security decisions	
	Must come with an API for CRM integration e.g. Microsoft dynamics	
	Must have free seating agent position	
	Support for Logon/logoff, withdraw, wrap-up	
	The production of statistics should be in an Excel compatible file	
	Should have automatic recording for the 5 agents;	
	Must include agent direct call with statistics	
	Support for Real-time statistics	
	Wall board Panel 42".	
	Easy system configuration and maintenance with pluggable engine box.	
	State brand and model (Attach Brochure)	
	Water/dust-proof design (front bezel: IP65, without touchscreen)	

42" TFT LCD – Full HD 1920 x 1080P	
Self-diagnosis and built-in sensors : external temperature, LCD colour and LCD backlight	
Supports VESA FPMPI compliant flat panel mount	
Supports web-based service management.	
State of the Art Client/Server Architecture	
Configuration	
Directory	
Unified User Management	
Device Management	
User Provisioning API	
Audit Application	
Maintenance	
Alarms	
Topology	
Accounting	
Traffic Analysis	
Voice over IP performance	
Reporter Tool	
Accounting and VOIP ticket collector	
Integration into standard Management platforms:	
– Alcatel-Lucent VitalSuite	
– HP Openview® Network Node Manager	
– IBM Tivoli® Network Manager	
– CA Technologies Spectrum	
System should support Contact Centers	
Security	
API-Openness	
Voicemail	
System should support Analogue Handsets	
System should support Digital Handsets	
System should support DECT Handsets	
System should support VoWlan Handsets	
System should support IP Handsets	
System should support SIP Handsets	
System should support IP Softphone	
System should support UC Applications	
Secure Access to Corporate Infrastructure:	
Reverse proxy support.	
Session border controller (SBC) support.	
Virtual private network (VPN) support.	
Mobile clients can provide the voice, instant messaging, and conferencing functions and Video on certain clients.	
Mobile clients support iOS and Android operating systems.	
Mobile clients must support the instant messaging function	
Reduce enterprise communications expenses through use of Wi-Fi or 4G/3G data connectivity for telephone calls and conference calls (VoIP)	
Improve collaboration and increase efficiency with streamlined evolution of business conversations to include multiple parties, persistent conversations and conferencing on the move	
Boost productivity and reduce costs with quick access to business communication features anywhere.	
Enable employees to be contacted faster and more efficiently with a single business identity across multiple devices	

	Guarantee employee efficiency with a full set of notifications (voice message, missed call, scheduled conference alert, chat)	
	Save time with presence that makes clear when a favorite contact is available and shows the best ways to communicate	
	Secure access to the enterprise with Reverse Proxy HTTPS and Session Border Controller support	
	The mobile client must have the following:	
	• Richness (all-in-one, fully featured)	
	• Elegance (consumer-grade ergonomics)	
	• Immediacy (instant, full control)	
	PC based Operator console	
	Bidder has to provide an attendant console for attendant services?	
	Present the hardware and software architecture for the attendant console and its key board	
	The Keyboard should be specific for operator console.	
	Proposed console must support LDAP directory	
	Proposed PC based console must support the management tool	
	Proposed PC based console must support icons or symbols used in the display.	
	The proposed IP PABX system should be equipped with an automated attendant system that, under designated conditions, welcomes outside callers, and proposes (in an interactive manner) a way to reach a desired service or pre-defined party.	
24 ports PoE Switches Quantity (11)		
	State make or Brand (Attach Brochure)	
	The switches should support full IEEE 802.3at Power over Ethernet Plus (PoE+)	
	The switch should have 24 ports with 10/100/1000Mbps data (PoE+)	
	Should have stackWise-480 technology provides scalability and resiliency with 480 Gbps of stack throughput	
	Should have Full IEEE 802.3at (PoE+) with 30W power on all copper ports in 1 rack unit (RU) form factor	
	The switch should provide IEEE 802.3bz (2.5/5 G/s BASE-T) to go beyond 1 Gb/s with existing Cat5e and Cat6	
	Should have IEEE 802.1ba AV Bridging (AVB) built-in to provide better AV experience for including improved time synchronization and QoS	
	The switch Software should support for IPv4 and IPv6 routing, multicast routing, modular quality of service (QoS), Flexible NetFlow (FNF), and enhanced security features	
	Single universal IOS Software image across all license levels, providing an easy upgrade path for software features	
	Should support for AES-256 with the powerful MACSEC 256-bit for SFP+ and mGig models and 128-bit encryption algorithm available on all models	
	Should have enhanced limited lifetime warranty (E-LLW) with next business day (NBD) advance hardware replacement and 90-day access to Technical Assistance Center (TAC) support	
	Should include a default AC Power Supply at 715WAC	
	Should include have available PoE Power 435W	
	Must have 4 x Gigabit Ethernet with Small Form-Factor Pluggable (SFP)	
	Should include a 4 x Gigabit Ethernet network modules	
	The Forwarding Rate of Switch Model should be 68.4 Mbps	

	IEEE 802.3at PoE+ support for IP phones, wireless LAN (WLAN) access points and video cameras	
	Provide evidence of Manufacturers Authorization (MAF)	
	Provide copies of certificates and CVs of staff to be used in the project	
	Provide a 1 Year warranty on spares & labor	
48 Ports PoE Switches Quantity (15)		
	State make or Brand (Attach Brochure)	
	Proposed switches must support Network management	
	Proposed Switches should support Remote port mirroring that facilitates passing mirrored traffic through the network to a remotely connected device	
	Proposed switches should support Port monitoring feature that allows capturing Ethernet packets to a file, or to an on-screen display to assist in troubleshooting	
	Proposed switches should support Group mobility rules and guest VLAN support	
	Uplink ports At least 4 x 10 Gigabit Ethernet with SFP (Must supply with modules)	
	Switches must support to DHCP snooping, DHCP IP spoof protection	
	Priority queues: Eight hardware-based queues per port for flexible QoS management	
	Traffic prioritization: Flow-based QoS with internal and external (remarking) prioritization	
	Switching capacity - 472 Gbps	
	Stacking bandwidth - At least 480 Gbps	
	Total number of IPv4 routes (ARP plus learned routes) - At least 24,000	
	DRAM - At least 8 GB	
	Flash - At least 8 GB	
	To provide a rich set of security features for wired plus wireless users. Protection against attackers: <ul style="list-style-type: none"> • IEEE 802.1x, port security, Dynamic Host Configuration Protocol (DHCP) Snooping and Guard • Dynamic ARP Inspection, RA Guard, IP Source Guard Control plane protection (CoPP), wireless intrusion prevention systems (WIPSs), and so on enable protection against unauthorized users & attackers. User authentication: <ul style="list-style-type: none"> • Flexible authentication that supports multiple authentication mechanisms, including 802.1X, MAC authentication bypass, and web authentication using a single, consistent configuration. • RADIUS change of authorization & downloadable calls for comprehensive policy management capabilities. • Private VLAN edge restricts traffic between hosts in a switch by segregating traffic at Layer 2, turning a broadcast segment into a non-broadcast multi-access like segment. Private VLAN edge provides security and isolation between switch ports, which helps ensure that users cannot snoop on other users' traffic. 	

	<ul style="list-style-type: none"> Multi-domain authentication allows an IP phone and a PC to authenticate on the same switch port while placing them on appropriate voice and data VLAN. 	
	<ul style="list-style-type: none"> DHCP auto-configuration of multiple switches through a boot server eases switch deployment. Automatic QoS (AutoQoS) simplifies QoS configuration in voice over IP (VoIP) networks by issuing interface and global switch commands to detect IP phones, classify traffic, and help enable egress queue configuration. Auto-negotiation on all ports that automatically selects half- or full-duplex 35 transmission mode to optimize bandwidth. <p>Device access:</p> <ul style="list-style-type: none"> Secure Shell (SSH) Protocol, Kerberos, and Simple Network Management Protocol Version 3 (SNMPv3) provide network security by encrypting administrator traffic during Telnet and SNMP sessions. TACACS+ and RADIUS authentication facilitates centralized control of the switch and restricts unauthorized users from altering the configuration. Multilevel security on console access prevents unauthorized users from altering the switch configuration. Bridge protocol data unit (BPDU) Guard shuts down Spanning Tree Port Fast enabled interfaces when BPDUs are received to avoid accidental topology loops. Spanning Tree Root Guard (STRG) prevents edge devices not in the network administrator's control from becoming Spanning Tree Protocol root nodes. Wireless end-to-end security offers CAPWAP-compliant DTLS encryption to make sure of encryption between access points and controllers across remote. 	
	<ul style="list-style-type: none"> 1000BASE-T ports: RJ-45 connectors, 4-pair Cat-6 UTP cabling 1000BASE-SX, -LX/LH, -ZX, -BX10, DWDM and CWDM SFP transceivers: LC fiber connectors (single-mode or multimode fiber) Stack Wise cabling Cisco Stack Power: Cisco proprietary power stacking cables Ethernet management port: RJ-45 connectors, 4-pair Cat6 UTP cabling Management console port: RJ-45-to-DB9 cable for PC connections 	
	CAT 6 UTP Patch Cords (1M and 3M)	
	<ul style="list-style-type: none"> Siemon (or equivalent) CAT6 patch cord Category 6 UTP , RJ45 patch cord with push-pull latching design 	
	Appliance Server requirement:	
Make/Brand	State Brand and model (Attach Brochure)	
CPU	5th Generation Intel® Core™ i7 ~ 3.4Ghz	
RAM	At least 16GB DIMM -system memory	
Storage	At least 2TB HDD	
Display	At least 22" TFT Display Monitor, High Definition Brightview (1366x768), with VGA cable	

DVD burner	DVD+RW SuperMulti drive	
Ports	2 USB 3.0, 4 USB 2.0, PS/2, serial, integrated VGA, integrated DisplayPort, RJ45, line-in, lineout, mic, 9-in-1 card reader	
Networking	Integrated 10/100/1000 (Gigabit) Ethernet State wireless device(s) - 802.11 a/b/g/n Wireless LAN and Bluetooth	
Audio	Onboard stereo Audio devices – state available devices	
Graphics	NVIDIA® Quadro® 410 or AMD Radeon™	
Keyboard	USB keyboard	
Form Factor	The small form factor (SFF) desktop supporting both horizontal and vertical orientations	
Mouse	USB Optical mouse (2Button)	
Productivity Software	Productivity suite – MS Office 2013 pro or higher	
Power Supply	Provide Three Pin standard power (240V – 50Hz); cord – fused.	
Documentation and brochures	Manufacturers Brochures Must be supplied	
Relationship with manufacturer	Relationship with Manufacturer must be stated. Attach Letter of authorization.	
Country of Origin	State Country of Origin	
Warranty	Warranty and Support - 1YEAR on spares and labor	

POWER BACKUP REQUIREMENT		
Feature	Specification	Bidder's Response
Make/Brand	State and attach Brochure	
Capacity	6000W or Higher	
Input Voltage Waveform	Sinisuidol(Utility or Generator)	
Battery	DC Voltage - 12 Volts	
	Recharge Current	
	Capacity - 200Ah@10hr-rate to 1.80V	
	Max Discharge Current - 2000 A (5 sec)	
	Weight - 60.0 Kg (Tolerance \pm 1.5%)	
	Recharge current -50+/-5A	
Input	Nominal Voltage - 120VAC or 230VAC	
	voltage trip range - 184v/154v +-4% to 253v+-4%	
	Max input AC voltage- 150VAC or 270VAC	
	Frequency - 50Hz or 60Hz(Auto detect)	
	Current - 25 Amps in maximum	
Output	Voltage - 120V or 230V AC \pm 5%	
	Wave form - Pure Sine wave	
	Frequency - 50/60Hz	
	Transfer time - \leq 5ms	
Protection	Overload - 15 mins for 125%, 60s for 150%, 20s for over 150	
	Short circuit protection - Fault after 10 secs	
Electric Fans	Thermo-controlling	
Backup	Should provide a Minimum of 8hrs power backup	
Static Consumption	< 10 Watts	
Surroundings	Temperature, humidity - 0-50 °C ,90%, no condensing	
Dimensions	Size CM (H x W x D) 44.2 x 21.8 x 17.9 63.0 x 21.8 x 17.9	

3.2 Requirements

Item #	Feature	Minimum Requirements	Bidder's Response
1.	Installation, system integration And implementation of IP Telephony Solution.	The bidder must state schedule of services for Installation and system integration. The bidder will provide any server and associated hardware required, riding on the existing network infrastructure (PBX system, routers and switches). Therefore the bidder is expected to state all additional infrastructure components necessary for successful installation and system integration.	
2.	User and Technical Training on IP Telephony solution	The bidder must state schedule of services for Provision of User and Technical Training on IP Telephony Solution for smooth operation and support of the solution.	
3.	Documentation of the Implementation and User Procedure of IP Telephony Solution.	The bidder must state schedule of activities for development and delivery of technical documentation of the implementation and User Procedure manual of an IP Telephony Solution for smooth operation and support of the solution.	
5.	Provision of warranty period and licensing services	-The bidder must state the warranty period, resource persons and facilities it will use in provision of services under warranty. -It should also indicate any licensing requirements for the solution (if applicable) State also the schedule and scope of services to be provided during the warranty period. Provide associated costs, if any.	
6.	Provision of Work Plan	The bidder must provide a detailed work plan for the supply, delivery, training, installation, system integration and provision of all other requested services for the successful implementation of IP Telephony Solution and its commissioning. The proposed work plan should include the name(s) and resume of their proposed engineers and consultants.	

Note: Only bids meeting all the above requirements shall proceed to technical evaluation

7.6.1	Technical Evaluation Criteria	
	Description of Criteria	Score/Weight (%)
	Managerial and Key Personnel Competency Profiles <ul style="list-style-type: none"> • Organizational Chart=@ 3 marks • Qualification of Key Staff and Capacity to deliver goods/service. • Management ; Degree in Telecommunication or any IT related field (Attach CVs and relevant Certificates) = @4 marks • Technical Staff (Min 3); Degree/Diploma in telecommunication or any IT related field ,at least one Technical staffshould haveCCIE switching and routing(Attach CVs and relevant Certificates) =4 @3mrks= 12 marks 	19
	Financial Resources Financial Ratios to be Evaluated: <ul style="list-style-type: none"> • Firm’s Audited financial accounts for the last 3 years (2014,2015 and 2016)= 3@3 (9marks • Working Capital =@ 3 marks • Turnover ratio = @ 3marks • Turnover above kshs. 500m =@ 5marks 	15
	Physical Facilities Proof of physical Address and Capacity to deliver goods/services at each of the 12 Locations @ 1 mark <ul style="list-style-type: none"> • State if owned or leased and attach copy of title or lease documents and latest utility bill. @ 3 marks 	4
	Experience Years of Experience in IP Telephony(Attach evidence) <ul style="list-style-type: none"> • One year experience = @ 3 marks • Two years experience = @ 5 marks • Three years experience = @ 10 marks • Four years and above = @ 15 marks 	15
	Certification Technical team assigned to the project. <ul style="list-style-type: none"> • Implementers possess Certification in CCNP/CCIE Routing & switching or Collaboration.=5marks • Lead implementer must possess a valid Alcatel-Lucent System Engineer(ALSE) Certification or equivalent = 5marks 	10
	Reputation Proof of Satisfactory implementation of IP Telephony including at least 2 reference sites <ul style="list-style-type: none"> • Letters of reference from six major clients contact person, address and telephone numbers =6@ 1marks 	6
	Detailed solution diagram displaying solution topology - Product/solution description with clearly marked diagrams and brochures	10
	Project plan and implementation methodology	10
TOTAL MARKS		100
NOTE: PASS MARK IS 70%		
Financial Evaluation : will be subjected to firms with 70 and above marks on Technical score		
7.6.2	Award Criteria: Award will be based on the lowest evaluated bidder	

PRICE SCHEDULE

SECTION VIII ~ PRICE SCHEDULE FOR GOODS

Name of tenderer _____

Tender Number: TSC/T/038/2017-2019

No	Item Description	Installation Quantity	Price Year 1	Price Year 2
1.	Supply & Delivery of IP Telephony Solution components (Hardware)			
2.	Supply & Delivery of IP Telephony Solution components (Software including Licenses)			
3.	Installation, systems integration, testing and commissioning of IP Telephony Solution			
4.	User and Technical Training on IP Telephony Solution (Knowledge Transfer)			
		Total Price (Kshs.)		

Authorized Official: _____
Name

Signature

Date

TEACHERS SERVICE COMMISSION



SITE VISIT FORM

Bidder/Company Name

.....

Tender No.: TSC/T/038/2017-2019

Tender Name:

AREA	DETAILS	PLEASE TICK (✓) IF VISITED

This is to certify that the named bidder/company visited the station and has been shown all the areas as required in the Tender document.

TSC Rep. Name:.....Signature:.....

Date:.....

Official Stamp

Bidder's Rep Name: Signature: Date:

.....

Official Stamp

INTEGRITY DECLARATION

I/We/Messrs..... of
..... Street/avenue, Building, P. O. BoxCode, of
(town), (Nationality), Phone E-mail declare that
Public Procurement is based on a free and fair competitive tendering process which
should not be open to abuse.

I/We
declare that I/We will not offer or facilitate, directly or indirectly, any inducement or
reward to any public officer, their relations or business associates, pursuant to
Section 62 of the Public Procurement & Asset Disposal Act, 2015, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this day of 20.....

Authorized Signature..... Official Stamp
.....

**Name and Title of
Signatory**.....

NON-DEBARMENT STATEMENT

I/We/Messrs..... of
..... Street/avenue, Building, P. O. BoxCode, of
(town), (Nationality), Phone E-mail declare that
I/We /Messrs are not debarred from
participating in public procurement by the Public Procurement Oversight Authority
pursuant to pursuant to Section 62 of the Public Procurement & Asset Disposal Act,
2015

Dated this day of 20.....

Authorized Signature..... Official Stamp
.....

SECTION IX ~ STANDARD FORMS

Notes on the sample Forms

1. **Form of Tender**- The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
3. **Tender Security Form**- When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. **Contract Form**- The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. **Performance Security Form**- The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. **Bank Guarantee for Advance Payment Form**- When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. **Manufacturers Authorization Form**- When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

9.1 FORM OF TENDER (MANDATORY)

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 that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

9.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (MANDATORY)

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

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

<p>Part 2 (a) – Sole Proprietor</p>																									
Your name in full Age Nationality Country of origin i. Citizenship details																									
<p>Part 2 (b) Partnership</p>																									
Given details of partners as follows: <table border="0"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Name</u></th> <th style="text-align: center;"><u>Nationality</u></th> <th style="text-align: center;"><u>Citizenship Detail</u></th> <th style="text-align: center;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		<u>Name</u>	<u>Nationality</u>	<u>Citizenship Detail</u>	<u>Shares</u>	1.	2.	3.	4.
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Private or Public State the nominal and issued capital of company- Nominal Kshs..... Issued Kshs..... Given details of all directors as follows <table border="0"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Name</u></th> <th style="text-align: center;"><u>Nationality</u></th> <th style="text-align: center;"><u>Citizenship Details</u></th> <th style="text-align: center;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.	2.	3.	4.
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2.																					
3.																					
4.																					
Date Signature of Candidate																									

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

9.3 TENDER SECURITY FORM (Mandatory)

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of
submission of tender] for the 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]

9.4 CONTRACT FORM (For Information)

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the Procuring entity”) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain 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 tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this 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 _____)

9.5 PERFORMANCE SECURITY FORM (For information)

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*]

9.6 BANK GUARANTEE FOR ADVANCE PAYMENT (For Information)

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 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*]

9.7 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 an authorized person.

9.8 LETTER OF NOTIFICATION OF AWARD (For Information)

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

9.9 DECLARATION FORM (Mandatory)

To _____ Date _____

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

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

Title Signature Date

(To be signed by authorized representative and officially stamped)

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

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary