## **TEACHERS SERVICE COMMISSION**



## **OPEN NATIONAL TENDER**

## **RESERVED FOR YOUTHS ONLY**

SUPPLY, DELIVERY, INSTALLATION AND
COMMISSIONING OF LOCAL AREA NETWORK AT
VARIOUS COUNTIES
TSC/T/57/2019-2021

Teachers Service Commission Upper Hill, Kilimanjaro Road, Private Bag, 00100 Nairobi

Email: info@tsc.co.ke

Website: http//www.tsc.go.ke

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## **SECTION I- INVITATION TO TENDER**

## TENDER NAME: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF LOCAL AREA NETWORK AT VARIOUS COUNTIES

TENDER NO: TSC/T/57/2019-2020

- 1. The Teachers Service Commission (TSC) Invites Sealed Tenders from Eligible Candidates for the Supply, Delivery, Installation, Testing and Commissioning of Local Area Network (LAN) at its Seven (7) TSC Offices in Kenya namely; Nairobi, Taita Taveta, Busia, Embu, Kapenguria, Kitale and Mombasa.
- 2. You may obtain further information at the Procurement office, Teachers Service Commission House, 2<sup>nd</sup> Floor, Podium Wing. A complete tender document may be obtained by interested candidates upon payment of a non-refundable fee of **Kenya Shillings One Thousand** (**Kshs.1,000.00**) only Payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheque and present the bank slip to TSC Cash Office for official receipt and thereafter attach a copy of the receipt to the Tender Document. Alternatively, the document may be downloaded free of charge from <a href="www.tsc.go.ke">www.tsc.go.ke</a> or <a href="https://tenders.go.ke">https://tenders.go.ke</a>
- 3. Tenders must be accompanied by a valid filled, signed and stamp Tender Security Declaration form.
- 4. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and must remain valid for a period of 150 days from the date of tender opening.
- 5. The tender validity period shall be 120 days from the date of tender opening with an option of extending to a maximum period of 30 days.
- 5. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the TSC House, Podium Wing, 3<sup>rd</sup> Floor, or be addressed and posted to The Secretary, Teachers Service Commission, P.O. Box Private Bag-00100, Nairobi to be received on or before **WEDNESDAY 18<sup>TH</sup> MARCH**, **2020 At 9.00 AM**.

COMMISSION SECRETARY / CHIEF EXECUTIVE OFFICER

## SECTION II – INSTRUCTIONS TO TENDERERS

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#### SECTION II INSTRUCTIONS TO TENDERERS

## 2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. TSC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by TSC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and TSC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 TSC shall allow the tenderer to review the tender document free of charge before purchase.

#### 2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - 13) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii)Principal's or manufacturers authorization form
  - xiii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

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#### 2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify TSC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. TSC will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by TSC. Written copies of TSC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. 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

#### 2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, TSC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, TSC, at its discretion, may extend the deadline for the submission of tenders.

## 2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and TSC, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## 2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (13) A Tender Form and a Price Schedule completed in accordance with paragraph
- 9. 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- © Tender security furnished is in accordance with Clause 2.12 (d) Confidential business questionnaire

#### 2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

#### 2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

#### 2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

## 2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to TSC satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 % of the tender price.
- 2.12.2 The tender security is required to protect TSC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
  - 13) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority.

### C) Letter of credit

- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by TSC as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
  - (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
  - (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30 or
  - (ii) to furnish performance security in accordance with paragraph 31. ©

If the tenderer rejects correction of an error in the tender.

## 2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by TSC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by TSC as nonresponsive.
- 2.13.2 In exceptional circumstances, TSC may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except printed literature, shall be initialed and paginated by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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## 2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
  - (a) be addressed to TSC at the address given in the invitation to tender
  - (b) Bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE WEDNESDAY, 10<sup>TH</sup> MARCH, 2020 At 9.00AM
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, TSC will assume no responsibility for the tender's misplacement or premature opening.

#### 2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by TSC at the address specified under paragraph
  - 2.15.2 not later than WEDNEDAY, 18<sup>TH</sup> MARCH, 2020 at 9.00AM.
- 2.16.2 TSC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of TSC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the TSC as provided for in the appendix.

## 2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by TSC prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

- 2.17.5 TSC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 TSC shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## 2.18 Opening of Tenders

- 2.18.1 TSC will open all tenders in the presence of tenderers' representatives who choose to attend, on **WEDNESDAY 18<sup>TH</sup> MARCH**, **2020 at 9.00 AM** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as TSC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 TSC will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

#### 2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence TSC in the TSC's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## 2.20 Preliminary Examination and Responsiveness

- 2.20.1 TSC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 TSC may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, TSC 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. TSC determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by TSC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 Conversion to a single currency

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

## 2.22 Evaluation and comparison of tenders.

- 2.22.1 TSC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 TSC's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
  - (a)Operational plan proposed in the tender;
  - (b) Deviations in payment schedule from that specified in the Special Condition of Contract;
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied: (a) Operational Plan.

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

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

- 2.22.5 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender.
- 2.22.6 To qualify for contract awards, the tenderer shall have the following: -
  - (13) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - © Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
  - (d) Shall not be debarred from participating in public procurement.

## 2.23. Contacting TSC

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact TSC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence TSC in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

#### 2.24 Award of Contract

- a) Post qualification
- 2.24.1 In the absence of pre-qualification, TSC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as TSC deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event TSC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
  - b) Award Criteria
- 2.24.3 Subject to paragraph 2.24 TSC award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 TSC reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If TSC determines that none of the tenderers is responsive; TSC shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

#### 2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, TSC will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and TSC pursuant to clause 2.24. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, TSC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.26 Signing of Contract

- 2.26.1 At the same time as TSC notifies the successful tenderer that its tender has been accepted, TSC will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to TSC.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## 2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from TSC, 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 TSC.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.24 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event TSC may make the award to the next lowest evaluated or call for new tenders.

## 2.28 Corrupt or Fraudulent Practices

- 2.28.1 TSC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 TSC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to	Particulars of appendix to instructions to tenderers
tenderers	
2.1	This tender is open to YOUTH ONLY Registered under AGPO
2.2	The cost of the tender document shall be Kshs. 1000 if the bidder wishes to purchase hardcopy. Otherwise soft copy can be downloaded free of charge from the TSC website: <a href="www.tsc.go.ke">www.tsc.go.ke</a> or <a href="www.tenders.go.ke">www.tenders.go.ke</a>
2.23	Tenderers shall not be allowed to contact any TSC staff in respect of this tender unless it is officially channeled to the Office of Commission Secretary or Supply Chain Management Services
2.4	A prospective candidate making inquiries of the tender document may notify TSC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. TSC will respond in writing to any request for clarification of the tender documents within seven (7) days prior to the deadline for the submission of tenders, prescribed by TSC. TSC shall respond (including an explanation of the query by making the response public to all interested bidders)
2.5	Amendments shall only be allowed if justified from both parties
2.8	Tenderers shall fill the form of tender and price schedule in the format provided in this tender document. Any deviation shall lead to disqualification
2.10	Particulars of other currencies allowed. <b>None</b>
2.13	Tenders shall remain valid for 120 days
2.11	Particulars of eligibility and qualifications for responsiveness. <b>Refer</b> the Evaluation Criteria
2.12.2	Particulars of tender security if applicable. Tenders must be accompanied by a valid Tender Security Form
2.12.3	Form of Tender Security: Refer 2.12.2 above
2.14.2	Each page of the document must be paginated and signed. Provide one original and two copies of the bid document
2.16.3	Bulky tenders, which do not fit in the tender box, shall be delivered to the Procurement Unit.

2.16.4	There shall be no correction of arithmetic errors.
2.18	TSC will open all tenders in the presence of tenderers' representatives who choose to attend, on <b>WEDNESDAY 18<sup>TH</sup> MARCH, 2020 AT 9. 00 AM</b> in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance
2.27.1	Performance security. Will not be applicable

## INSTALLATION OF LOCAL AREA NETWORK AT TSC OFFICES AT VRIOUS COUNTIES.

The Teachers Service Commission invites sealed tenders from eligible Bidders for Supply, Delivery, Installation and Commissioning of Local Area Network at Seven (7) TSC County offices.

## **EVALUATION CRITERIA**

## 13. **PRELIMINARY REQUIREMENTS (MANDATORY)**

S/NO.	REQUIREMENTS	Yes/No
1.	A copy of Certificate of Incorporation/ Registration	
2.	Must Submit valid copy of Tax Compliance Certificate/Exemption Certificate; valid up to the date of tender closing.  For tenderers whose TCC or Exception Certificates expires on or after the date of Tender closing, attach a valid paid up renewal receipt.	
3.	Copy of valid Trade License/Business permit from county government.	
4.	Evidence of physical address (attach documentary evidence in form of lease agreement/title deed or payment for utilities e.g. water bills or electricity bills)	
5.	Must provide a copy of CR12 for Limited companies or copy of CR13/ID for sole proprietor showing list of companies Director/s.	
6.	Must duly fill up, sign and stamp the attached Confidential Business Questionnaire in the format provided.	
7.	Must fill, sign and stamp the attached Non-Debarment form in the format provided.	
8.	Must fill, sign and stamp the attached integrity form in the format provided.	
9.	Must dully fill up, signed and stamp the attached Form of tender in the format provided.	
10.	Must Fill the Price Schedule in the format provided. The total bid price must be TRANSFERRED to the Form of Tender as the tender price.	
11.	The tender sum amount in figures must tally the amount in words. Any inconsistency between the sum in figures and words may lead to disqualification.	
12.	Any cancellation or correction in the Form of Tender and Price Schedule shall lead to automatic disqualification.	
13.	Must attach Manufacturer Authorization Certificate for Active Devices, and Cabling Components	
14	Tenders must be accompanied by a valid filled, signed and stamp Tender Security Declaration Form.	

Note: After preliminary evaluation of the tenders, those tenders that shall not have fulfilled the above requirements shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered further.

## 2. <u>TECHNICAL CRITERIA EVALUATION</u>

CRITERIA	SUB-CRITERIA	SCORE
Firm's profile	i) Firm's years of experience in LAN cabling. Each year @ 2 marks per	10
and	year for a maximum of five years	
Experience	ii) Documentary evidence of similar assignment under taken in the last	
	five (5) years, LPO/Contract for Government Ministries/Parastatal	20
	departments/Private firms. Each @ 4 marks per year	20
	iii) Bidder must be having 5 customers' recommendation where they	
	have installed similar LAN or above satisfactorily @ 3 marks per	15
	customer	10
	customer	
Firm's	i) Provide a Certified Bank Statement for the last six months. The last	20
Financial	month being the month of February 2020: 5Marks	
Capability	ii) Provide a commitment letter from the bank for financial support: 5	
	Marks	
	iii) Provide a letter of commitment to supply the items when successful:	
	5Marks	
O 1:0: (1	iv) Provide a commitment letter showing the delivery period :5Marks	25
Qualification	i) Provide years of experience of at least 3 technical staff with at least 3	25
of Technical and	years' experience in similar assignment. Attach appointment letters. Each Year of Experience@ 1mark. Total for 3 staffs: 6 marks	
Professional	ii) Provide a CV of one engineer with at least 3 years post qualification	
Staff	experience:	
Stair	a. Degree or Diploma in relevant engineering/ICT field: 3 marks	
	b. Each Year of Experience@ 1mark. Total: 3marks	
	Adequacy of staff per activity- Propose staff allocation based on the	
	entire project: 3 marks	
	iii) Any staff with professional qualification in project management: 10	
	Marks	
Proposed	Proposed Products Literature and Datasheets	10
Products	a) Proposed Literature @ 5 Marks	
	b) Proposed Datasheet Management @ 5 Marks	
	With no evidence in any 0	
TOTAL		100
		100

NB: After technical evaluation of the tenders, those tenders that shall not have attain a minimum pass marks of 75 shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation.

## FINANCIAL EVALUATION

Financial evaluation will be done by Price Comparison. Prices shall include all costs as well as duties and taxes payable on all the materials to be used in the provision of the services

## POST QUALIFICATION/ CONFIRMATION OF QUALIFICATIONS

TSC reserves the right to undertake due diligence on the successful bidder prior to the award of the Tender; and even after the award of the Tender to ascertain the correctness of the information provided.

## AWARD OF CONTRACT

The tender shall be awarded to the tenderer whose tender has been determined to be substantially responsive to the tender requirements and who has offered the lowest evaluated tender price, subject to being responsive to all qualifications and evaluation criteria.

The assignment is expected to commence immediately on signing the contract

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3.18

#### SECTION III -GENERAL CONDITIONS OF CONTRACT

#### 3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between TSC and the tenderer as recorded in the <u>Contract</u> Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

#### 3.2 Application

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

- 3.3 Standards
- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirement
- 3.4 Use of Contract Documents and Information
- 3.4.1 The tenderer shall not, without the TSC 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 TSC in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.4.2 The tenderer shall not, without the TSC prior written consent, make use of any document or information enumerated in paragraph 3.41 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the TSC and shall be returned (all copies) to TSC on completion of the tenderer's performance under the Contract if so required by the TSC.

3.5 Patent Right's

The tenderer shall indemnify TSC against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to TSC the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable TSC as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to TSC and shall be in the form of:
  - a) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority.
  - c) Letter of credit.
- 3.6.4 The performance security will be discharged by TSC and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.
- 3.7 Inspections and Tests
- 3.7.1 TSC or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. TSC shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the TSC.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, TSC may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to TSC.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.
- 3.8 Payment
- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

#### 3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be.

No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

## 3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the TSC's prior written consent.

#### 3.11 Termination for Default

TSC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by TSC
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of TSC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

## 3.12 Termination of insolvency

TSC may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to TSC.

## 3.13 Termination for convenience

- 3.13.1 TSC by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for TSC convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination TSC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services

#### 3.14 Resolution of disputes

TSC's and the contractor shall make every effort to resolve amicably by direct informal

negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

## 3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

## 3.16 Force Majeure

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

## 3.17 Applicable Law.

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

#### 3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by or E-mail and confirmed in writing to the other party's address specified in the SCCA notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV -SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Wishin Thinty (20) days of receipt of the notification of
3.0	Within Thirty (30) days of receipt of the notification of
	Contract award, the successful tenderer shall furnish to
	TSC the performance security of 1% of the contract price
2.7	from a reputable bank.
3.7	TSC shall comprehensively inspect the installation and
	commissioning of the gadget before accepting. The defect
	liability period shall be 90 days from the date of
	commissioning.
3.8	Payment process shall commence upon submission of
	invoice and relevant documents within 60days.
3.9	Prices charged by the contractor for services performed
	under the Contract shall not, with the exception of any
	Price adjustments authorized in SCC, vary from the prices
	by the tenderer in its tender. No variation or modification
	to the terms of the contract shall be made except by written
	amendment signed by the parties.
3.11	Termination for default shall be handled as prescribed in
	the tender document
3.13	Termination on convenient shall be undertaken as per the
	tender document
3.14	Dispute resolution be undertaken as per the tender
	document
3.17	The applicable law shall be Kenyan law
3.18	Teachers Service Commission
	Upper Hill, Kilimanjaro Road,
	Private Bag-00100,
	Nairobi
	There shall be a defect liability period of three months (90
	days)
	There shall be a retaining fee of 10% of price
	Full payment shall be made after defect liability period

## SECTION V – SCHEDULE OF REQUIREMENTS

The Teachers Service Commission invites sealed tenders from eligible Bidders for the Installation of LAN in the mentioned counties.

	COUNTY	TOWN
1	NAIROBI	NAIROBI
2	TAITA TAVETA	TAVETA
3	BUSIA	BUSIA
4	EMBU	EMBU
5	WEST POKOT	KAPENGURIA
6	TRANS NZOIA	KITALE
7	MOMBASA	MOMBASA

## TSC LAN BILL OF QUANTITIES FOR EMBU COUNTY OFFICE

NO	ITEM DESCRIPTION	Quantity
1	CAT 6E UTP Cable (Quantity is box of 305m)	5 Boxes
2	100mm ×50mm powder coated metal trunking double compartment	26
3	50mm x 25mm powder coated metal trunking	18
4	50mm PVC Conduit pipe	20
5	$22U\ 600 \times 600$ Free Stand Network cabinet ( With Glass door , Fans)	1
6	Rack Mount APC 1.5KVA UPS	1
7	Indoor Access point - Cisco Aironet 1850 series	1
8	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	2
9	24 port CAT 6 Patch panel	2
10	2u cable manager	2
11	CAT6 Dual outlet/ faceplate complete with modules	20
12	CAT 6E 3meter patch cord	20
13	CAT 6E 1 Meter patch cord	30
14	Powder coated Data knock out 100mm	21
15	Powder coated Power knock out	21
16	2.5mm East Africa Power cable (RGB) in Roll of 90m	2 Rolls
17	13A Twin power socket	21
18	Miscellaneous Installation Accessories (cable ties, flex conduit, Insulating Tapelot, Transport and sundries)	
19	Labor for cabling work, System Configuration, Termination, Testing, documentation (Includes Network diagram) and Commissioning.	

## TSC LAN BILL OF QUANTITIES FOR MOMBASA COUNTY OFFICE

NO	ITEM DESCRIPTION	Quantity
1	CAT 6E UTP Cable (Quantity is box of 305m)	5 Boxes
2	100mm ×50mm powder coated metal trunking double compartment	16
3	50mm ×25mm powder coated metal trunking	1
4	22U 600 × 600 Free Stand Network cabinet (With Glass door, Fans)	1
5	Rack Mount APC 1.5KVA UPS	1
6	Indoor Access point- Cisco Aironet 1850 series	1
7	Switch – Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	1
8	24 port CAT 6 Patch panel	1
9	2u cable manager	1
10	CAT6 Dual outlet/ faceplate complete with modules	12
11	CAT 6E 3meter patch cord	14
12	CAT 6E 1 Meter patch cord	20
13	Powder coated Data knock out 100mm	12
14	Powder coated Power knock out 100mm	12
15	2.5mm East Africa Power cable (RGB) - In roll of 90m	2 Rolls
16	13A Twin power socket	12
17.	Miscellaneous Installation Accessories (cable ties, flex conduit, Insulating Tapelot, Transport and sundries)	
18	Labor for cabling work, System Configuration, Termination, Testing, documentation (Includes Network diagram) and Commissioning.	

## TSC LAN BILL OF QUANTITIES FOR NAIROBI COUNTY OFFICE

NO	ITEM DESCRIPTION	Quantity
1	CAT 6E UTP Cable (Quantity is box of 305m)	6 Boxes
2	100mm ×50mm powder coated metal trunking double compartment	23
3	50mm ×25mm powder coated metal trunking	8
4	22U 600 × 600 Free Stand Network cabinet (With Glass door, Fans)	1
5	Rack Mount APC 1.5KVA UPS	1
6	Indoor Access point- Cisco Aironet 1850 series	1
7	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	2
8	24 port CAT 6 Patch panel	2
9	2u cable manager	2
10	CAT6 Dual outlet/ faceplate complete with modules	24
11	CAT 6E 3meter patch cord	24
12	CAT 6E 1 Meter patch cord	36
13	Powder coated Data knock out 100mm	24
14	Powder coated Power knock out 100mm	17
15	2.5mm East Africa Power cable (RGB) – In roll of 90m	2 rolls
16	13A Twin power socket	17
17	Miscellaneous Installation Accessories (cable ties, flex conduit, Insulating	
	Tapelot, Transport and sundries)	
18	Labor for cabling work, System Configuration, Termination, Testing, documentation (Includes Network diagram) and Commissioning.	

## TSC LAN BILL OF QUANTITIES FOR TRANS NZOIA COUNTY OFFICE

NO	ITEM DESCRIPTION	Quantity
1	CAT 6E UTP Cable (Quantity is box of 305m)	3 Boxes
2	100mm ×50mm powder coated metal trunking double compartment	9
3	50mm ×25mm powder coated metal trunking	6
4	Rack Mount APC 1.5KVA UPS	1
5	22U 600 × 600 Free Stand Network cabinet (With Glass door, Fans)	1
6	Indoor Access point- Cisco Aironet 1850 series	1
7	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	1
8	24 port CAT 6 Patch panel	1
9	2u cable manager	1
10	CAT6 Dual outlet/ faceplate complete with modules	12
11	CAT 6E 3meter patch cord	12
12	CAT 6E 1 Meter patch cord	20
13	Powder coated Data knock out 100mm	12
14	Powder coated Power knock out	5
15	2.5mm East Africa Power cable (RGB) – In roll of 90m	1 Roll
16	13A Twin power socket	5
	Miscellaneous Installation Accessories (cable ties, flex conduit, Insulating	
	Tapelot, Transport and sundries)	
	Labor for cabling work, System Configuration, Termination, Testing,	
	documentation (Includes Network diagram) and Commissioning.	

## TSC LAN BILL OF QUANTITIES FOR BUSIA COUNTY OFFICE

NO	ITEM DESCRIPTION	Quantity	
1	CAT 6E UTP Cable (Quantity is box of 305m	2	
2	100mm ×50mm powder coated metal trunking double compartment	9	
3	50mm ×25mm PVC conduit	3	
4	Rack Mount APC 1.5KVA UPS	1	
5	$22U\ 600 \times 600$ Free Stand Network cabinet (With Glass door, Fans)	1	
6	Indoor Access point- Cisco Aironet 1850 series	1	
7	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	1	
8	24 port CAT 6 Patch panel	1	
9	2u cable manager as Giganet	1	
10	CAT6 Dual outlet/ faceplate complete with modules	12	
11	CAT 6E 3meter patch cord	10	
12	CAT 6E 1Meter patch cord	14	
13	Powder coated Data knock out 100mm	12	
14	Powder coated Power knock out	3	
15	2.5mm East Africa Power cable (RGB) – In roll of 90m	1	
16	13A Twin power socket	3	
17	Miscellaneous Installation Accessories (cable ties, flex conduit, Insulating		
	Tapelot, Transport and sundries		
18	Labor for cabling work, System Configuration, Termination, Testing and		
	Commissioning (lot)		

## TSC LAN BILL OF QUANTITIES FOR WEST POKOT COUNTY OFFICE

NO	ITEM DESCRIPTION			
1	CAT 6E UTP Cable (Quantity is box of 305m)	2 Boxes		
2	100mm ×50mm powder coated metal trunking double compartment	16		
3	50mm ×25mm powder coated metal trunking	3		
4	Rack Mount APC 1.5KVA UPS	1		
5	22U 600 × 600 Free Stand Network cabinet (With Glass door, Fans)	1		
6	Indoor Access point- Cisco Aironet 1850 series	1		
7	Switch – Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	1		
8	24 port CAT 6 Patch panel	1		
9	2u cable manager	1		
10	CAT6 Dual outlet/ faceplate complete with modules	7		
11	CAT 6E 3meter patch cord	14		
12	CAT 6E 1 Meter patch cord	15		
13	Powder coated Data knock out 100mm	7		
14	Powder coated Power knock out	5		
15	2.5mm East Africa Power cable (RGB) – In roll of 90m	1 Roll		
16	13A Twin power socket	5		
17.	Miscellaneous Installation Accessories (cable ties, flex conduit, Insulating Tapelot, Transport and sundries)			
18	Labor for cabling work, System Configuration, Termination, Testing, documentation (Includes Network diagram) and Commissioning.			

## TSC LAN BILL OF QUANTITIES FOR TAITA-TAVETA COUNTY OFFICE

NO	ITEM DESCRIPTION	Quantity	
1	CAT 6E UTP Cable in rolls (Quantity is box in 305m)	2 Boxes	
2	100mm ×50mm powder coated metal trunking double compartment	34	
3	22U 600 × 600 Free Stand Network cabinet (With Glass door, Fans)	1	
4	Rack Mount APC 1.5KVA UPS	1	
5	Indoor Access point- Cisco Aironet 1850 series	1	
6	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	1	
7	24 port CAT 6 Patch panel	1	
8	2u cable manager	13	
9	CAT6 Dual outlet/ faceplate complete with modules	12	
10	CAT 6E 3meter patch cord	12	
11	CAT 6E 1Meter patch cord	18	
12	Powder coated Data knock out 100mm	13	
13	Powder coated Power knock out	12	
14	2.5mm E.Africa Power cable (RGB) – In roll of 90m	1 Roll	
15	13A Twin power socket	11	
	Miscellaneous Installation Accessories (cable ties, flex conduit, Insulating		
	Tapelot, Transport and sundries		
	Labor for cabling work, System Configuration, Termination, Testing,		
	documentation (Includes Network diagram) and Commissioning.		

#### SECTION VI DESCRIPTIONS OF SERVICES

## **Background and Objective**

Teachers Service commission (TSC) is in the process of continuously improving services to its clients and due to that its of importance to improve the LAN for its county offices so as to achieve the service delivery as per the required standards.

The objective of this project is to upgrade Teachers Service Commission (hereafter TSC) LAN in the mentioned counties. The new LAN should be able to support the applications that will be running on it, as per the international stands and thus improved service delivery to TSC clients.

The scope of work to be delivered is designing, installing and testing the LAN plus power connections as per the bills of materials listed in the document for each county, this will be done through the guidance of TSC ICT officers

Each provider/bidder to provide a draft implementation schedule showing key milestones, target dates, assumptions, constraints and resource allocation within the project schedule. Minimal disruption of business processes if any is desirable and hence a phased approach should be key in planning for the project.

The exercise is expected to commence immediately after the award of tender and the project is estimated to last not more than forty (40) working days. The firm will be required to devise appropriate strategies and a project implementation plan to generate as much information as necessary to accomplish the task within 40 working days of commencement of the project.

## NETWORK DESIGN SPECIFICATIONS

	DESCRIPTION	Yes	NO
A	GENERAL		
	Supply and delivery		
i.	Installation and cabling MUST be done in		
	accordance with International Structured Cabling		
	System designs. Each to use Category 6E and be		
	implemented according to ANSI/TIA/EIA-568-B		
	and ISO/IEC 11801 standards.		
ii.	All adapters <b>MUST</b> be compatible with the		
	transmission capacities of the equipment to which		
	they connect.		
iii.	All cables and connectors <b>MUST</b> be clearly labeled.		
iv.	Compliance with the manufacturers recommended		
	installation guide is a MUST.		
В	HORIZONTAL CABLING		
i.	Unshielded Twisted Pair (UTP) Category 6E cable		
	should be used.		
ii.	All network points <b>MUST</b> have faceplates installed		
	and each outlet terminated and clearly labeled.		
iii.	Each designated network interface will have capacity		
	to support Giga Ethernet.		
iv.	Each network cable will be required to move through		

	the tie if firmly pulled.	
v.	Cable <b>WILL</b> not be crushed using cable ties.	
vi.	Cable conduits <b>MUST NOT</b> be overfilled.	
vii.	All cables <b>MUST</b> pass through trunking and should	
not be visible.		
viii. Splicing of any UTP cables installed <b>MUST</b> not be		
VIII.	done. Intermediate cross connects And transition	
	points <b>WILL</b> not be accepted.	
ix.	User area patch cables <b>MUST</b> have a minimum of	
171.	three (3) Meters and a maximum of five (5) meters	
	length.	
х.	Data and power outlets <b>MUST</b> be well mounted on the	
	trunking.	
xi.	Clear and detailed Network layout diagrams for each	
	site <b>MUST</b> be provided.	
(	PATCH PANELS	
i.	Patch panels <b>MUST</b> be equipped with RJ45 contacts	
	of Category 6E or above.	
ii.	All patch cables <b>MUST</b> be well labelled at each	
	extremity. The labels <b>MUST</b> be permanent and clearly	
	printed.	
iii.	All patch panels <b>MUST</b> be rack mounted and properly	
	secured.	
<u>.</u>	<u> </u>	
i.	Active devices <b>MUST</b> be rack mountable in standard	
	racks.	
	Active devices <b>WILL</b> supply power to Wireless	
E	Access points via PoE.  CABINETS	
i.	Cabinet location WILL be determined at the	
1.	beginning of the work. The location <b>MUST</b> provide	
	for convenient access	
ii.	The cabinets <b>MUST</b> be well ventilated and lockable	
iii.		
	Equipment cabinets <b>MUST</b> be 22u and should have	
	enough space to accommodate additional devices, the	
	cabling management, equipment racks, patch panels	
	and network control devices.	
G		
i.	Rack Mount APC 1.5KVA UPS	
ii.	Each UPS Must be rack mountable, properly earthed	
	and secured safely.	
iii.	All UPS should have a one (1) year warranty – If any	
	electrical failure occurs before the 1 year warranty	
**	expires, the supplier will replace at no extra cost.	
<u>H</u>	COMMISSIONING	
i.	The Contractor shall commission the project before	
•••	handing over the project to the Commission	
ii.	The defect liability period shall be a period of three	
	months (90 days)	

Wireless Access Point should be Cisco Aironet 1850 series which is compatible with the wireless controller used at the commission

## SECTION VII- STANDARD

#### FORMS Notes on standard forms

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

## SECTION VI - STANDARD FORMS

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12	Declaration form	51

## FORM OF TENDER

Date
Tender No
To:
Teachers Service Commission
P.O Box Private Bag -00100
Nairobi
Gentlemen and/or Ladies:
1. Having examined the tender documents including Addenda Numbers
herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by Teachers Service Commission
4. We agree to abide by this Tender for a period of [150] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
Dated this day of 20
Duly authorized to sign tender for and on behalf of
Official Rubber Stamp

## PRICE SCHEDULE

# SUPPLY DELIVERY, DESIGHNING, INSTALLATION AND TESTING OF LAN AT VARIOUS TSC OFFICES IN THE COUNTIES TSC/T/---/2019-2020

## TSC LAN BILL OF QUANTITIES FOR EMBU COUNTY OFFICE

NO	ITEM DESCRIPTION	Qty	Brand/Model	Unit Price (Kshs.)	Total Cost (Kshs.) Inclusive of VAT
1	CAT 6E UTP Cable (Quantity is box of 305m)	5 Boxes			
2	100mm ×50mm powder coated metal trunking double compartment	26			
3	50mm x 25mm powder coated metal trunking	18			
4	50mm PVC Conduit pipe	20			
5	22U 600 × 600 Free Stand Network cabinet (With Glass door, Fans)	1			
6	Rack Mount APC 1.5KVA UPS	1			
7	Indoor Access point - Cisco Aironet 1850 series	1			
8	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	2			
9	24 port CAT 6 Patch panel	2			
10	2u cable manager	2			
11	CAT6 Dual outlet/ faceplate complete with modules	20			
12	CAT 6E 3meter patch cord	20			
13	CAT 6E 1 Meter patch cord	30			
14	Powder coated Data knock out 100mm	21			
15	Powder coated Power knock out	21			
16	2.5mm East Africa Power cable (RGB) in Roll of 90m	2 Rolls			
17	13A Twin power socket	21			
18	Miscellaneous Installation Accessories (cable ties, flex con and sundries)	duit, Insula	ating Tapelot, T	ransport	
19	Labor for cabling work, System Configuration, Termination Network diagram) and Commissioning.	n, Testing,	documentation (I	ncludes	

## TSC LAN BILL OF QUANTITIES FOR MOMBASA COUNTY OFFICE

NO	ITEM DESCRIPTION	Qty	Brand/Model	Unit Price (Kshs.)	Total Cost (Kshs.) Inclusive of VAT	
1	CAT 6E UTP Cable (Quantity is box of 305m)	5 Boxes				
2	100mm ×50mm powder coated metal trunking double compartment	16				
3	50mm ×25mm powder coated metal trunking	1				
4	22U 600 × 600 Free Stand Network cabinet ( With Glass door , Fans)	1				
5	Rack Mount APC 1.5KVA UPS	1				
6	Indoor Access point- Cisco Aironet 1850 series	1				
7	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	1				
8	24 port CAT 6 Patch panel	1				
9	2u cable manager	1				
10	CAT6 Dual outlet/ faceplate complete with modules	12				
11	CAT 6E 3meter patch cord	14				
12	CAT 6E 1 Meter patch cord	20				
13	Powder coated Data knock out 100mm	12				
14	Powder coated Power knock out 100mm	12				
15	2.5mm East Africa Power cable (RGB) - In roll of 90m	2 Rolls				
16	13A Twin power socket	12				
17	Miscellaneous Installation Accessories (cable ties, flex conduit, Insulating Tapelot, Transport and sundries)					
18	Labor for cabling work, System Configuration, (Includes Network diagram) and Commissionin		n, Testing, docur	nentation		
TOT	AL COST					

## TSC LAN BILL OF QUANTITIES FOR NAIROBI COUNTY OFFICE

NO	ITEM DESCRIPTION	Qty	Brand/Model	Unit Price (Kshs.)	Total Cost (Kshs.) Inclusive of VAT
1	CAT 6E UTP Cable (Quantity is box of 305m)	6 Boxes			
2	100mm ×50mm powder coated metal trunking double compartment	23			
3	50mm ×25mm powder coated metal trunking	8			
4	22U 600 × 600 Free Stand Network cabinet (With Glass door, Fans)	1			
5	Rack Mount APC 1.5KVA UPS	1			
6	Indoor Access point- Cisco Aironet 1850 series	1			
7	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	2			
8	24 port CAT 6 Patch panel	2			
9	2u cable manager	2			
10	CAT6 Dual outlet/ faceplate complete with modules	24			
11	CAT 6E 3meter patch cord	24			
12	CAT 6E 1 Meter patch cord	36			
13	Powder coated Data knock out 100mm	24			
14	Powder coated Power knock out 100mm	17			
15	2.5mm East Africa Power cable (RGB) – In roll of 90m	2 rolls			
16	13A Twin power socket	17			
17	Miscellaneous Installation Accessories (cable ties, flex conduit, Insulating Tapelot, Transport and sundries)				
18	Labor for cabling work, System Configuration, Termination, Testing, documentation (Includes Network diagram) and Commissioning.				
ТОТА	L COST				

## TSC LAN BILL OF QUANTITIES FOR TRANS NZOIA COUNTY OFFICE

NO	ITEM DESCRIPTION	Qty	Brand/Model	Unit Price (Kshs.)	Total Cost (Kshs.) Inclusive of VAT
		2.5			
1	CAT 6E UTP Cable (Quantity is box of 305m)	3 Boxes			
2	100mm ×50mm powder coated metal trunking double compartment	9			
3	50mm ×25mm powder coated metal trunking	6			
4	Rack Mount APC 1.5KVA UPS	1			
5	$22U\ 600 \times 600$ Free Stand Network cabinet ( With Glass door , Fans)	1			
6	Indoor Access point- Cisco Aironet 1850 series	1			
7	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	1			
8	24 port CAT 6 Patch panel	1			
9	2u cable manager	1			
10	CAT6 Dual outlet/ faceplate complete with modules	12			
11	CAT 6E 3meter patch cord	12			
12	CAT 6E 1 Meter patch cord	20			
13	Powder coated Data knock out 100mm	12			
14	Powder coated Power knock out	5			
15	2.5mm East Africa Power cable (RGB) – In roll of 90m	1 Roll			
16	13A Twin power socket	5			
17	Miscellaneous Installation Accessories (cable ties, flex con and sundries)			•	
18	Labor for cabling work, System Configuration, Terminatio Network diagram) and Commissioning.	n, Testing, d	locumentation (In	cludes	
тот	AL COST				

# TSC LAN BILL OF QUANTITIES FOR BUSIA COUNTY OFFICE

N O	ITEM DESCRIPTION	Qty	Brand/Model	Unit Price (Kshs.)	Total Cost (Kshs.) Inclusive of VAT
1	CAT 6E UTP Cable (Quantity is box of 305m	2			
2	100mm ×50mm powder coated metal trunking double compartment	9			
3	50mm ×25mm PVC conduit	3			
4	Rack Mount APC 1.5KVA UPS	1			
5	$22U\ 600 \times 600$ Free Stand Network cabinet ( With Glass door , Fans)	1			
6	Indoor Access point- Cisco Aironet 1850 series	1			
7	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	1			
8	24 port CAT 6 Patch panel	1			
9	2u cable manager as Giganet	1			
10	CAT6 Dual outlet/ faceplate complete with modules	12			
11	CAT 6E 3meter patch cord				
12	CAT 6E 1Meter patch cord	14			
13	Powder coated Data knock out 100mm	12			
14	Powder coated Power knock out	3			
15	2.5mm East Africa Power cable (RGB) – In roll of 90m	1			
16	13A Twin power socket	3			
17	Miscellaneous Installation Accessories (c Tapelot, Transport and sundries				
18	Labor for cabling work, System Configur Commissioning (lot)	ation, '	Γermination, Test	ing and	
			,		

# TSC LAN BILL OF QUANTITIES FOR WEST POKOT COUNTY OFFICE

NO	ITEM DESCRIPTION	Qty	Brand/Model	Unit Price (Kshs.)	Total Cost (Kshs.) Inclusive of VAT
1	CAT 6E UTP Cable (Quantity is box of 305m)	2 Boxes			
2	100mm ×50mm powder coated metal trunking double compartment	16			
3	50mm ×25mm powder coated metal trunking	3			
4	Rack Mount APC 1.5KVA UPS	1			
5	22U 600 × 600 Free Stand Network cabinet (With Glass door, Fans)	1			
6	Indoor Access point- Cisco Aironet 1850 series	1			
7	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	1			
8	24 port CAT 6 Patch panel	1			
9	2u cable manager	1			
10	CAT6 Dual outlet/ faceplate complete with modules	7			
11	CAT 6E 3meter patch cord	14			
12	CAT 6E 1 Meter patch cord	15			
13	Powder coated Data knock out 100mm	7			
14	Powder coated Power knock out	5			
15	2.5mm East Africa Power cable (RGB) – In roll of 90m	1 Roll			
16	13A Twin power socket	5			
17	Miscellaneous Installation Accessories (cable ties, flex coand sundries)	onduit, Insu	lating Tapelot,	Transport	
18	Labor for cabling work, System Configuration, Terminati Network diagram) and Commissioning.	ion, Testing	g, documentation (	Includes	
TOT	AL COST				

# TSC LAN BILL OF QUANTITIES FOR TAITA-TAVETA COUNTY OFFICE

N O	ITEM DESCRIPTION	Qty	Brand/Mo del	Unit Price (Kshs.)	Total Cost (Kshs.) Incl. of VAT
1	CAT 6E UTP Cable in rolls (Quantity is box in 305m)	2 Boxes			
2	100mm ×50mm powder coated metal trunking double compartment	34			
3	22U 600 × 600 Free Stand Network cabinet (With Glass door, Fans)	1			
4	Rack Mount APC 1.5KVA UPS	1			
5	Indoor Access point- Cisco Aironet 1850 series	1			
6	Switch –Cisco Ws C2960X 24PS-L with 1 YR Smartnet registered to TSC	1			
7	24 port CAT 6 Patch panel	1			
8	2u cable manager	13			
9	CAT6 Dual outlet/ faceplate complete with modules	12			
10	CAT 6E 3meter patch cord	12			
11	CAT 6E 1Meter patch cord	18			
12	Powder coated Data knock out 100mm	13			
13	Powder coated Power knock out	12			
14	2.5mm E.Africa Power cable (RGB) – In roll of 90m	1 Roll			
15	13A Twin power socket	11			
16	Miscellaneous Installation Accessories (cable ties, flex of Transport and sundries	conduit, Ins	ulating Tape	.lot,	
17	Labor for cabling work, System Configuration, Termina	tion, Testin	g, documentat	ion	
	(Includes Network diagram) and Commissioning.			TOTAL	
COS	T			TOTAL	

## TOTAL COST FOR ALL THE TSC COUNTY OFFICES (All prices shall be inclusive of VAT)

	COUNTY	KSHS
1	NAIROBI	
2	TAITA TAVETA	
3	BUSIA	
4	EMBU	
5	WEST POKOT	
6	TRANS NZOIA	
7	MOMBASA	
	TOTAL	

Name of Tenderer
Signature of Tenderer:
Rubber Stamp of tenderer:

#### **CONTRACT FORM**

THIS AGREEMENT made the day of 20 between
WHEREAS the procuring entity invited tenders for certain materials and spares Viz[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of
[contract price in words and figures]
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
<ol> <li>In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.</li> </ol>
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
<ul> <li>(a) The Tender Form and the Price Schedule submitted by the tenderer;</li> <li>(b) the Schedule of Requirements;</li> <li>(c) the Technical Specifications;</li> <li>(d) the General Conditions of Contract;</li> <li>(e) the Special Conditions of Contract; and</li> <li>(f) the Procuring entity's Notification of Award.</li> </ul>
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafted mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum a 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 bythe(for the Procuring entity)
Signed, sealed, delivered bythe(for the tenderer)
in the presence of

Official Rubber Stamp

#### CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Business N	Part 1 General Name	
Noyou can ha	f Business Premises	
	Part 2 (a) – Sole Proprietor Your name in fullAge  NationalityCountry of Origin	
	Part 2 (b) – Partnership  Given details of partners as follows  Name Nationality Citizenship details Shares  1	
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows  Name Nationality Citizenship details Shares  1. 2. 3. 4.  Date	

#### TENDER SECURITY FORM

Whereas	[na	ame of the	tenderer]		
(hereinafter called "the tender tender ] for the provision of					ıbmission of
	[name and/or descri	ption of the	e services]		
(hereinafter called "the Tend	erer")	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •		
KNOW ALL PEOPLE by th	ese presents that WE.			•••••	
Of	havin	g registered	d office at		
[name of procuring entity](	nereinafter called "the	Bank")are	bound unto		
[name of procuring entity](h	ereinafter called "the p	procuring e	ntity") in th	e sum of	•••
for which payment well and successors, and assigns b this day of 20_	y these presents. S		_	•	
	DITIONS	of		this	obligation
are: 1. If the tenderer withdraws the 2. If the tenderer, having bee the period of tender validity:	Ter en notified of the accep	nder		Form;	or
` /	refuses to execut o furnish the perform		Contract ity, in acco	Form, if rdance with the	•
we undertake to pay to the demand, without the Procuri Procuring entity will note th both of the two corguarantee will remain in for and any demand in respect the	ng entity having to su that the amount claimed additions, specifying the up to and including	bstantiate id by it is do the occupy thirty (30	ts demand, ue to it, ow curred co 0) days afte	provided that in ing to the occur ndition or correct the period of	its demand the rence of one or conditions. This
[signature of the bank]			-		
Official Rubber Stamp					
(Amend accordingly if provi	ded by Insurance Com	npany)			

#### PERFORMANCE SECURITY FORM

To:
[name of the Procuring entity]
WHEREAS[name of tenderer]
(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No
supply
[Description services](Hereinafter called "the contract")
AND WHEREAS it 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
and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the day of 20
Signature and seal of the Guarantors
[name of bank or financial institution]
[address]
[date]
Official Rubber Stamp
(Amend accordingly if provided by Insurance Company)

#### BANK GUARANTEE FOR ADVANCE PAYMENT

То					
[Name of tender]					
Gentlemen an	d/or Ladies:				
	with the payment pations of contract to			nditions of contra	ct, which amends the
			•••••		
a bank guarar in	ntee to guarantee i	ts proper and fait an	hful performance	under the said c	the Procuring entity clause of the contract amount of [amount
of	guarantee	in	figures	and	words]. We,the
We further ag performed the entity and the hereby waive	gree that no change ereunder or of any te tenderer, shall in notice of any such	eding of guarantee in fig e or addition to o of the Contract of any way release change, addition, valid and in fi	gures and words].  or other modification  documents which  se us from any li  or modification.  all effect from	on of the terms of may be made be ability under thi	of the Contract to be etween the Procuring s guarantee, and we e advance payment
Signature	and	seal	of	the	Guarantors
[name of bank or financial institution]					
[address]					
[date]					

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## NON-DEBARMENT STATEMENT

I/We/Messrsof
Street/avenue,
Procurement & Asset Disposal Act, 2015
Dated this day of
Authorized Signature Official Stamp
Name Title of Signatory
Official Rubber
Stamp

#### INTEGRITY DECLARATION

I/We/Messrs	enue
Building, P. O. Box Code, of (town), (Nationality), Pho	
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	ιt
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 thisday of	
Authorized Signature Official Stamp	
Name and Title of Signatory	

#### MANUFACTURER'S AUTHORIZATION FORM

To	Teachers Service Commission
establishaving	EAS
	reby extend our full guarantee and warranty as per the General Conditions of Contract for the offered for supply by the above firm against this Invitation for Tenders.
	[signature for and on behalf of manufacturer]
	[signature for and on behalf of manufacturer]

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

#### LETTER OF NOTIFICATION OF AWARD

	Address of Procuring Entity
	ender No
T	ender Name
	to notify that the contract/s stated below under the above mentioned tender have been ed 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

SIGNED Board Secretary

#### REPUBLIC OF KENYA

# PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION
NOOF20
BETWEEN
APPLICANT
AND
Request for review of the decision of the (Name of the Procuring Entity) of
dated the day of
20
REQUEST FOR REVIEW
I/We,the above named Applicant(s), of address: Physical
addressFax NoTel. NoEmail, 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.
SIGNED(Applicant)
Dated onday of/20
FOR OFFICIAL USE ONLY  Lodged with the Secretary Public Procurement Administrative Review Board on