

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF NAKURU

Tender Name: PROPOSED INSTALLATION AND CONFIGURATION OF LOCAL AREA NETWORK (LAN) AT PUBLIC SERVICE MANAGEMENT TRAINING AND DEVOLUTION DEPARTMENT AND OLD TOWN HALL COUNTY OFFICES.

Tender No. NCG/EVIE/T/20/2018-2019

Instruction to Tenderers

Agreement

Annexes

County Government of Nakuru

Department of Education, ICT and e-Government

P.O. BOX 2870-20100

NAKURU

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SECTION I: INVITATION FOR TENDERS

TENDER REF. NO: NCG/EVIE/T/20/2018-2019

TENDER NAME: PROPOSED INSTALLATION AND CONFIGURATION OF LOCAL AREA NETWORK (LAN) AT PUBLIC SERVICE MANAGEMENT TRAINING AND DEVOLUTION DEPARTMENT AND OLD TOWN HALL COUNTY OFFICES.

2.3.1 1.1 **COUNTY GOVERNMENT OF NAKURU** invites sealed tenders from eligible candidates for **(PROPOSED INSTALLATION AND CONFIGURATION OF LOCAL AREA NETWORK (LAN) AT PUBLIC SERVICE MANAGEMENT TRAINING AND DEVOLUTION DEPARTMENT AND OLD TOWN HALL COUNTY OFFICES.)**.

Bidding documents with detailed specifications may be obtained from the <https://supplier.treasury.go.ke>, IFMIS Portal or from the county **website:** www.nakuru.go.ke **free of charge**

- 1.2 Prices quoted should be net, inclusive of **all taxes**, must be in Kenya Shillings and shall remain valid for **90** days from the closing date of the tender.
- 1.3 Duly completed tenders, marked with "**tender number**" should be submitted online through the Government Integrated Financial Management Information System (IFMIS) so as to be received on or before 11TH FEBRUARY 2019
- 1.4 Tenders will be opened immediately thereafter.

**The County Secretary,
Nakuru County Government**

SECTION II: INSTRUCTIONS TO TENDCERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1: ELIGIBLE TENDERERS

This Invitation for Tender for **PROPOSED INSTALLATION AND CONFIGURATION OF LOCAL AREA NETWORK (LAN) AT PUBLIC SERVICE MANAGEMENT TRAINING AND DEVOLUTION DEPARTMENT AND OLD TOWN HALL COUNTY OFFICES.** is open to all tenderers eligible as described in the Invitation to Tender.

- 2.1.1 Nakuru County Government employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.2 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 **Nakuru County Government** 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.
- 2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2: ELIGIBLE GOODS

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3: COST OF TENDERING

- 2.3.2 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Nakuru County Government, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.3 Bidding documents with detailed specifications may be obtained from the <https://supplier.treasury.go.ke>, IFMIS Portal or from the county **website: www.nakuru.go.ke** free of charge

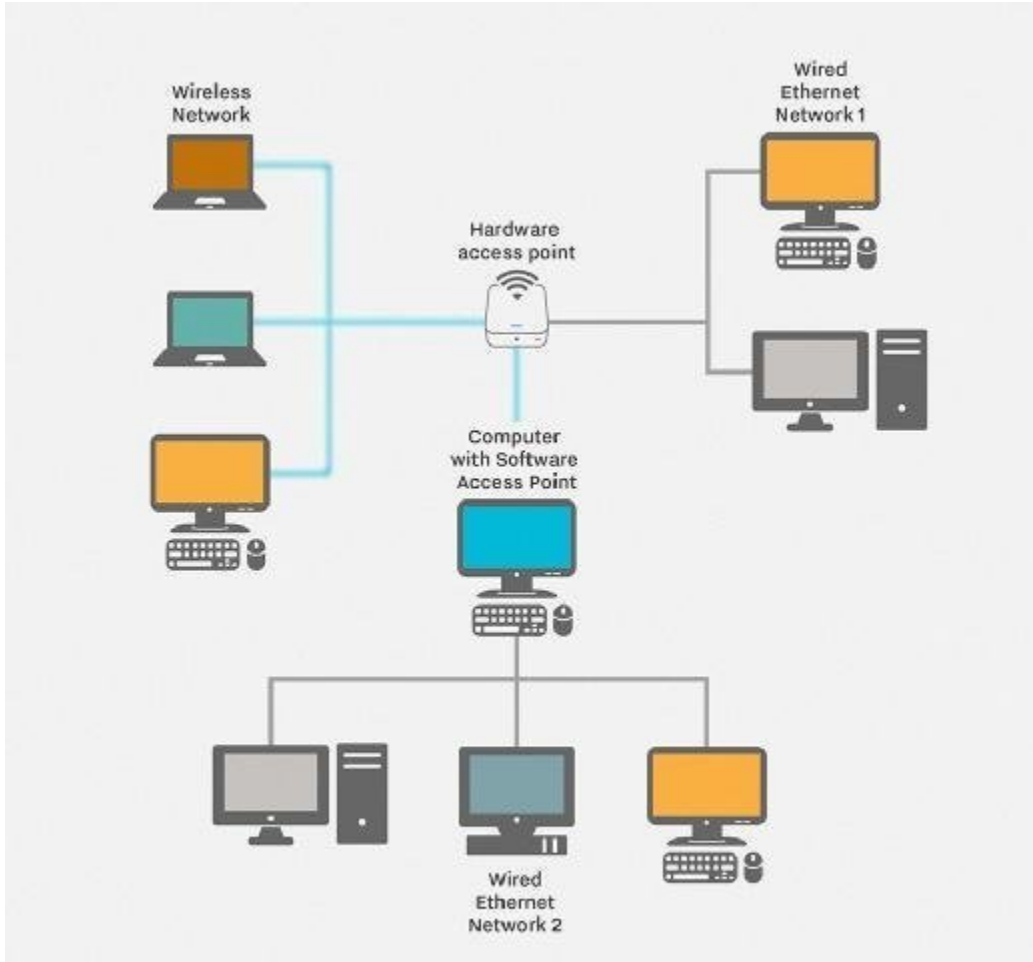
2.3.4 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.3.5 **PROJECT BACKGROUND**

Nakuru County has existing LANs in County Headquarters and most of the sub-county offices which are fully operational. However it is necessary to install a high speed LAN to allow data, internet, e-mail, and other file services sharing in all county offices. Both County offices as aforementioned have no network layout.

2.3.6

2.3.7 A local area network (LAN) is a group of computers and associated devices that share a common communications line or wireless link to a server. Typically, a LAN encompasses computers and peripherals connected to a server within a distinct geographic area such as an office or a commercial establishment.



2.3.8 **SCOPE OF WORK**

This specification covers the minimum technical requirements for the design, supply, installation and commissioning of LAN at the designated points.

The following are key to connectivity specifications.

- Active network devices - switches at each station to enable Local Area Network Access.
- Power supply devices i.e. Smart UPS systems at each cabinet for securing the LAN equipment and critical equipment
- Suitable sizes of well-ventilated cabinets to house the system hardware with in-built fans and power sockets.

2.3.9
2.3.10

2.4: CONTENT OF THE TENDER DOCUMENT

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements/Price Schedules
 - (vi) Tender Form
 - (vii) Contract Form
 - (viii) Tender Security Form
 - (ix) Performance Security Form
 - (x) Confidential Business Questionnaire
 - (xi) Oaths and Statutory Declaration Form
 - (xii) Manufacturer's Authorization 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 DOCUMENTS

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify **Nakuru County Government** in writing or by post at **County Government's** address indicated in the Invitation to Tender. **The County Government** 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 County Government**. Written copies of **The County Government** response will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 **Nakuru County Government** shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6: AMENDMENT OF DOCUMENTS

- 2.6.1 At any time prior to the deadline for submission of tenders, **Nakuru County Government**, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, **Nakuru County Government** 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 **Nakuru County Government**, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8: DOCUMENTS COMPRISING OF TENDER

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

2.9: TENDER FORMS

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

2.10: TENDER PRICES

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

2.10.4 The validity period of the tender shall be **120** days from the date of opening of the tender.

2.11: TENDER CURRENCIES

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

2.12: TENDERERS ELIGIBILITY AND QUALIFICATIONS

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to **Nakuru County Government** satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to **Nakuru County Government's** satisfaction;

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

2.13 GOODS ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS

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

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

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

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

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by Nakuru County Government 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 County Government satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 :TENDER SECURITY

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

2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.

2.14.3 The tender security is required to protect Nakuru County Government against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to Nakuru County Government and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by Nakuru County Government 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 Nakuru County Government.

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 Nakuru County Government on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15: VALIDITY OF TENDERS

2.15.1 Tenders shall remain valid for **120** days or as specified in the Invitation to tender after the date of tender opening prescribed by Nakuru County Government, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by The County Government as non-responsive.

2.15.2 In exceptional circumstances, Nakuru County Government 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 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.

2.16.2 : All required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked.

2.17 : DEADLINE FOR SUBMISSION OF TENDERS

2.17.1 Tenders must be received by Nakuru County Government at the address specified under paragraph 2.17.2 no later than **MONDAY 11TH OF FEBRUARY 2019**

2.17.2 Nakuru County Government 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 Nakuru County Government and

candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18: MODIFICATION AND WITHDRAWAL OF TENDERS

- 2.18.1 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 Nakuru County Government prior to the deadline prescribed for submission of tenders.
- 2.18.2 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.
- 2.18.3 No tender may be modified after the deadline for submission of tenders.
- 2.18.4 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
- 2.18.5 Nakuru County Government may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.18.6 Nakuru County Government 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.

2.19 :OPENING OF TENDERS

- 2.19.1 Nakuru County Government will prepare minutes of the tender opening.

2.20 :CLARIFICATION OF TENDERS

- 2.20.1 To assist in the examination, evaluation and comparison of tenders Nakuru County Government 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.

2.20.2 Any effort by the tenderer to influence Nakuru County Government in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.21 :PRELIMINARY EXAMINATION

2.21.1 Nakuru County Government 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.

2.21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.21.3 Nakuru County Government 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.

2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Nakuru County Government 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. Nakuru County Government determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.21.5 If a tender is not substantially responsive, it will be rejected by Nakuru County Government and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.22 :CONVERSION TO SINGLE CURRENCY

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

2.23 :EVALUATION AND COMPARISON OF TENDERS

2.23.1 Nakuru County Government will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.23.2 The tender evaluation committee shall evaluate the tender within **(30)** days of the validity period from the date of opening the tender.

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

2.24 :PREFERENCE

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

2.25 :CONTACTING THE NAKURU COUNTY GOVERNMENT

2.25.1 Subject to paragraph 2.21 no tenderer shall contact Nakuru County Government 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 Nakuru County Government 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, Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government 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 through post qualification, that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Nakuru County Government's Right to Vary quantities

2.26.5 Nakuru County Government reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Nakuru County Government's Right to Accept or Reject Any or All Tenders**

2.26.6 Nakuru County Government 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 Nakuru County Government's action

2.27 :NOTIFICATION OF AWARD

- 2.27.1 Prior to the expiration of the period of tender validity, Nakuru County Government will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, Nakuru County Government will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.28 :SIGNING OF CONTRACT

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

2.29 :PERFORMANCE SECURITY

- 2.29.1 Within Thirty (30) days of the receipt of notification of award from Nakuru County Government, the successful tenderer shall furnish the
- 2.29.2 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 County Government.
- 2.29.3 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Nakuru County Government may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 :CORRUPT OR FRAUDULENT PRACTICES

- 2.30.1 Nakuru County Government requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- 2.30.2 "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

2.30.3 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Nakuru County Government, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive The County Government of the benefits of free and open competition;

2.30.4 Nakuru County Government 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.

2.30.5 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: Eligible Tenderers	Registered Companies
2.12: Tender Security	2 per cent
2.16.4: Format and Signing of Tender	All Required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked
2.18.1: Closing Date	See invitation to tenders
2.24: Evaluation and Comparison of tenders	See below
2.25: Performance bond	Performance bond of 10 per cent of the contract sum will be provided by the awarded firm upon signing of the contract.

- The tenderer may be requested to provide acceptable samples before the contract is signed.
- Order shall be placed **“as and when required”** during the contract period.

EVALUATION CRITERIA – PROPOSED INSTALLATION AND CONFIGURATION OF LOCAL AREA NETWORK (LAN) AT PUBLIC SERVICE MANAGEMENT TRAINING AND DEVOLUTION DEPARTMENT AND OLD TOWN HALL COUNTY OFFICES. The method of evaluation will be Merit Point System

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

S/No	EVALUATION CRITERIA	SCORE
PRELIMINARY EVALUATION (Mandatory requirements)		
Bidders who will not meet these requirements will not proceed to Technical Evaluation)		
P1	Must submit a copy of Valid Tax Compliance Certificate	YES/NO
P2	Must submit a copy of a Valid Business Permit	YES/NO
P3	Must have a valid Internet Service Provider (ISP) and/or Public Data Network Operator license from Communications Authority	YES/NO
P4	Must attach Company Registration certificate	YES/NO
P5	Must attach CR12	YES/NO
P6	Must dully fill the Tender document	YES/NO
P7	Must conduct a site visit before submitting the bid (Sign register)	YES/NO
TECHNICAL EVALUATION		
T1	The bidder must attach a proposal of the solution and clearly demonstrate the solution layout.	20
1. Qualification and competence of Key staff		
T2	((Network engineers (2) with the following professional qualifications; <ul style="list-style-type: none"> • Bachelor’s degree with at least 3 years experience on similar projects • One (1) of the engineers must have been a lead engineer in three (3) past similar projects. • Cisco certified professionals with at least 3 years’ experience. (Attach academic and professional certificates for certifications and reference letters for projects handled)	15
T3	2.Experience of the firm	
	Provide at least three (3) major clients where such services (WAN) are currently being offered. Provide evidence e.g. contracts or LPOs and certificates of completions.	20
	Maximum accumulative Volume of Business in a year handled in the last three years 2012, 2013, 2014 (Attach Evidence eg. LPOs OR Delivery Notes) Above 5 million (15) 4 – 5 million (10) 3 – 4 million (5) 2 – 1 Million (3) Below million (1)	15
3. Network support		
T4	Evidence of a support center with a helpdesk system where tickets are logged and monitored .Must provide 24/7 Network support which is fully manned 24Hrs support desk including weekends and public Holidays.	15

	Must have proactive support policy, Network Operating center, and a mechanism for failure notification.	
T5	Financial Capability (As supported by Audited Accounts for the last three (3) years 2015, 2016, 2017	15
	TOTAL SCORE	100
	Minimum score for technical evaluation shall be 70 marks	
FINANCIAL EVALUATION		
	Bidders who succeed at the technical evaluation stage will proceed to financial evaluation.	

- NB:**
- Bidders must meet all the mandatory requirements to qualify for technical evaluation
 - To qualify for financial evaluation, the bidder must score a minimum of 70 points (70) %
 - The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
 - Any information provided by the bidder may be verified by the County Government
 - If information is found to be false, the company will be disqualified.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS

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

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

3.2 :APPLICATION

3.2.1 These General Conditions shall apply in all Contracts made by Nakuru County Government for the procurement installation and commissioning of equipment

3.3 :COUNTRY OF ORIGIN

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

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

3.4 :STANDARDS

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

3.5 :USE OF CONTRACT DOCUMENTS AND INFORMATION

3.5.1 The tenderer shall not, without Nakuru County Government 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 County Government in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without Nakuru County Government's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of Nakuru County Government and shall be returned (all copies) to The County Government on completion of the Tenderer's performance under the Contract if so required by The County Government.

3.6 **PATENT RIGHTS**

- 3.6.1 The tenderer shall indemnify Nakuru County Government 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 Kenya.

3.7 **PERFORMANCE SECURITY**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Nakuru County Government the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to Nakuru County Government as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Nakuru County Government and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to The County Government, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by Nakuru County Government and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **INSPECTION AND TESTS**

- 3.8.1 Nakuru County Government or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. Nakuru County Government shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Nakuru County Government.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, Nakuru County Government 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 County Government.

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

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

3.9 **:PACKING**

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

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

3.10 **:DELIVERY AND DOCUMENTS**

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

3.11 **:INSURANCE**

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

3.12: **PAYMENT**

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

3.12.2 Payments shall be made promptly by Nakuru County Government as specified in the contract

3.13 **PRICES**

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

- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by Nakuru County Government within **(30)** days of receiving the request.

3.14. ASSIGNMENT

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

3.15 SUBCONTRACTS

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

3.16 TERMINATION FOR DEFAULT

- 3.16.1 Nakuru County Government may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by Nakuru County Government if the tenderer fails to perform any other obligation(s) under the Contract
 - (b) if the tenderer, in the judgment of Nakuru County Government has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event Nakuru County Government 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 County Government for any excess costs for such similar goods.

3.17 LIQUIDATED DAMAGES

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

3.18 RESOLUTION OF DISPUTES

3.18.1 Nakuru County Government and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 LANGUAGE AND LAW

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

3.20 FORCE MAJEURE

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

SECTION V: PRICE SCHEDULE FOR PROPOSED INSTALLATION AND CONFIGURATION OF LOCAL AREA NETWORK (LAN) AT PUBLIC SERVICE MANAGEMENT TRAINING AND DEVOLUTION DEPARTMENT AND OLD TOWN HALL COUNTY OFFICES.

No	Description of Materials and Services	Brand	Unit	Qty	Unit Price (Ksh)	Total Price (Ksh)
1.	CAT6e UTP Cable		Carton			
2.	Size 22U LAN Cabinets complete with Power Distribution Units (PDUs) to power at least four devices.		Piece			
3.	48-port PoE switch		Pieces			
4.	Double outlet RJ45 Faceplates		Pieces			
5.	RJ45 Connectors		Pieces			
6.	CAT 6 RJ45patch cords each 1 Metre long for connections of computers and other connected devices		Pieces			
7.	UV resistant heavy gauge class D PVC conduits of at least 25mm diameter		Meters			
8.	Installation accessories (bends, Couplers etc.)		Lot			
9.	19” Rack mount 2KVA UPS		Piece			
10.	Any other materials or services required to complete works as specified (Itemize)		Lot			
11.	TOTAL COST OF MATERIALS & WORKS INCLUDING VAT & ANY OTHER APPLICABLE TAXES (in Ksh)					

Note:

NB: The contractor may attach a detailed breakdown of requirements in a separate sheet.

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

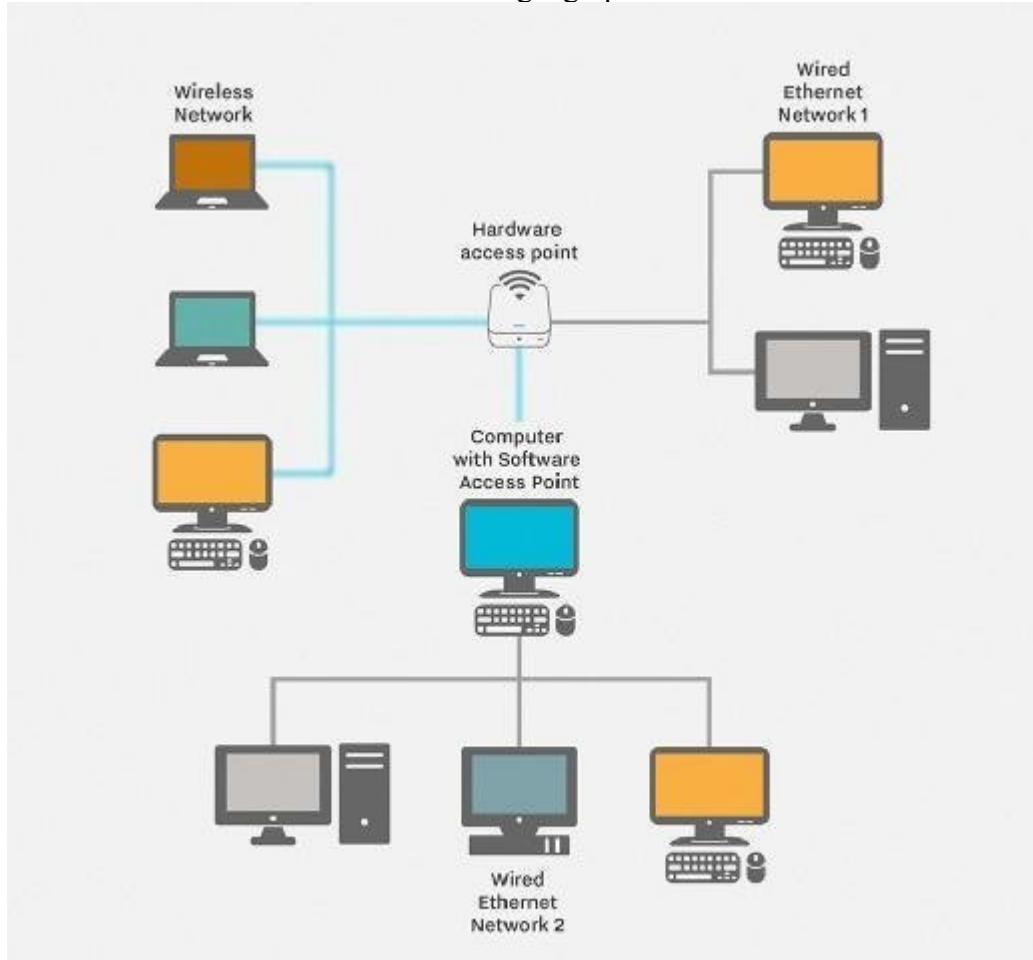
Signature of tenderer _____

Special conditions

1.0 PROJECT BACKGROUND

Nakuru County has existing LANs in County Headquarters and most of the sub-county offices which are fully operational. However it is necessary to install a high speed LAN to allow data, internet, e-mail, and other file services sharing in all county offices. Both County offices as aforementioned have no network layout.

A local area network (LAN) is a group of computers and associated devices that share a common communications line or wireless link to a server. Typically, a LAN encompasses computers and peripherals connected to a server within a distinct geographic area such as an office or a commercial establishment.



2.0 SCOPE OF WORK

This specification covers the minimum technical requirements for the design, supply, installation and commissioning of LAN at the designated points.

The following are key to connectivity specifications.

1. Active network devices - switches at each station to enable Local Area Network Access.
2. Power supply devices i.e. Smart UPS systems at each cabinet for securing the LAN equipment and critical equipment
3. Suitable sizes of well-ventilated cabinets to house the system hardware with in-built fans and power sockets.

3.0 NETWORK DESIGN SPECIFICATIONS

SUBJECT	DESCRIPTION	REQUIREMENT
		Horizontal Cabling infrastructure shall be done using category 6A cable.
Telecommunication path ways and spaces	Cable trays, conduits and rooms that house & transport telecommunication cables for voice, data and electricity	Trunking and cableways must be sized to 2.5 times the patch cords used in the horizontal cabling, including equipment cables/cords. Cableways must be sized for 5 cables
Cabinet Cabling	Cabinet size are properly designed and are adaptable to change over their life.	Horizontal cable between the face plate and the patch panel shall not exceed 90m. The 22u cabinets should be accessible from front, rear and side. A minimum of one meter access space should be available to the front, rear and at least one side of the cabinet(s). Each cabinet should be identified by using an agreed name (a, b, c, d, etc.) or as on Services drawing.
		Cable conduits must not be over-filled
		Each cabinet should contain at least 24-way to 24-way patch panel in the cabinet. A power distribution unit, rack mounted should be installed with one 3 pin outlet per 24 UTP user points.
		The Contractor shall be responsible for the removal, and cables shall be terminated in accordance with the patch panel cable management system is required for the entire data port patch panels provided to all trunking and cableways in buildings for future refits and expansion.
		Each data patch panel should be identified by a, b, c, and d from the top of the cabinet. The number on the cabinet metallic enclosure shall be 24
Cabling media	Copper cabling	shall be 24. shall have a minimum of two information-outlet ports
Cable Security	Design	Network cabling should be protected from unauthorized interception and damage, for example by cable glands, both by the patch panels and on the patch panels.
		Power cables should be segregated from communications cables.
		Face plate shall be referenced with 8 pin modular jacks (RJ-45). Data outlets shall be flash mounted on the clearly identifiable cable and equipment markings should be used to minimize handling errors, such as accidental patching of wrong network cables.
Power		Intermediate cross connects transition points are not supported. Two pluggable AC and DC power supplies, with the input voltage of 220 VAC or -48 VDC
		All user area patch cords and cabinet patch cords shall be supplied with the installed tier of cabinet
		At cabinet distribution cabinet MUST have one UPS of capacity of 2000VA
		Horizontal Cabling infrastructure shall be done using category 6A cable.

		All UPSs MUST be rack mountable and properly earthed and secured safely
		All UPS should have 1-year warranty on batteries – if any failure occurs before 1-year the supplier will replace at no-extra cost
ROUTING AND SWITCHING		
1.Edge networks	Selection	<p>Ethernet switches, including routing devices on the edge network must support, as a minimum, the following features and protocols;</p> <ul style="list-style-type: none"> • Active device should support autosensing 10/100/1000Mb/s • The active device used at the LAN edge shall be 48 port • The active device must support IP routing, Quality of Service and Power over Ethernet (POE).
NETWORK AVAILABILITY		
1. LAN availability	SLA	An SLA shall be in place with the provider to ensure LAN service availability of 99.998%

.1 Pre-bid survey

Prior to submitting the bid, bidders shall visit the site accompanied by designated County ICT staff to ascertain the requirements for the site. The bidder must attend the Mandatory site visit. Any bid without attending to the mandatory site visit will be considered non-responsive and hence rejected without being evaluated. The bidder will sign the site visit register.

NB: The bidder must give the network layout design which will be approved by the evaluation committee.

4.2 Site preparation, Supervision and installations

The contractor shall be fully responsible for installation and commissioning of the equipment and cabling and other related activities. The contractor shall provide all the testing equipment and tools required for installation and commissioning and make their own transport arrangements.

All kind of works including electrical, carpentry, drilling etc. required for installation of equipment/components shall be in the scope of the contract.

The contractor shall carry out complete installation through competent/ trained supervisor and workmen. All material shall be handled and installed taking due care and avoiding any damage to client's property and its personnel. Any damage shall be made good without any cost to the client.

4.3 Performance Criteria and Guarantee

The LAN along with all auxiliaries and accessories shall be capable of performing intended functions under specified conditions. It is the responsibility of the contractor to supply the equipment as per guaranteed technical, reliability and performance parameters.

4.4 Inspection, testing and commissioning

On completion of installation, all the equipment and installations shall be inspected jointly by the client and the Contractor for their correctness and completeness at the site of installation during acceptance tests.

Any other tests, as the client may deem fit so as to confirm the performance or to establish the compliance to technical specifications of either individual hardware items or integrated operation of the system shall be conducted by the Contractor at site. Should the results of these tests show any deficiency/deviation specifications, the contractor shall do the modification/replacement/addition necessary to make the system compliant to specifications at own cost.

All Hardware comprising the Local Area Network installed at each of the stations within the scope of the tender shall be put on reliability test for at least 14 days before the client issues the certificate of a completion.

4.5 Warranty & support

The contractor will be required to provide a **one year comprehensive warranty (which will include on-site support, resolution with guaranteed up time (not more than 4-hour down time for any failure)** on all active devices.

The Contractor shall warrant that all the network installation and equipment is free from defect and that the Contractor shall take immediate action during the warranty period at no extra cost or charge.

4.6 Acceptance

The acceptance by the county will be based on visual inspection during works and technical tests following complete contractor's tests. Acceptance will only be sanctioned when all technical tests have certified that the works are in strict compliance with the terms of the contract and all documentation done including network design and labeling.

4.7 Documentation

The network layout of the designated site shall be well documented and handed over as this will be useful for future network troubleshooting, maintenance and expansion.

4.8 Commissioning

The LAN shall be commissioned by the Project Manager from the contractor's side and representatives from the client's side after the successful completion of site tests. This will be done as per the requirements. A completion certificate will then be issued.

5.0 DEPARTMENT OF PUBLIC SERVICE MANAGEMENT (see attached diagram for an elaborate view)

	OFFICE NAME	NO OF PORTS REQUIRED
1.	HRM Director	1
2.	HRM Directorate	2
3.	HRM Secretary	2
4.	Workplace Special Programme	2
5.	Administration Office	2
6.	Research Innovation and ICT	2
7.	County legal Counsel	2
8.	Registry Office	2
9.	Civic Education	2
10.	County HRM units	7

6.0 OLD TOWN HALL

	OFFICE NO/NAME	NO OF PORTS REQUIRED
1.	Internal Audit (Outside)	5
2.	Main Audit	3
3.	Receiver of Revenue	3
4.	Deputy Receiver of Receiver	2
5.	Accountants	2
6.	Secretary	2
7.	Administrator	2
8.	Reporting Office	5
9.	Reconciliation (Open Office)	15
10.	Planning	2
11.	P.R.O	2
12.	Internal Audit	2
13.	Parking Office (Sticker 1)	2
14.	Parking Office (Sticker 2)	2
15.	Parking Office (Head)	2
16.	D.C.4 Office	2
17.	Assets	2

VI: STANDARD FORMS

- 1. TENDER FORM.....
- 2. CONTRACT FORM.....
- 3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRES.....
- 4. TENDER SECURITY FORM.....
- 5. PERFORMANCE SECURITY FORM.....
- 6. OATHS AND STATUTORY DECLARATION FORM.....
- 7. MANUFACTURER’S AUTHORIZATION FORM:.....

1. FORM OF TENDER (FILL THE PRICE SCHEDULE)

To: Nakuru County Government
Date:.....
P.O. Box 2870 – 20100
NAKURU

Tender No:

Tender Name:

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to Supply Goods under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words].....
.....
.....
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to **Supply and Delivery of**in accordance with the conditions of the tender.

3. 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.

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

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

Dated this day of.....
2014

.....
[Signature]

.....
[In the capacity of]

Duly authorized to sign tender for and on behalf of.....

2. CONTRACT FORM

THIS AGREEMENT made the..... Day of..... 20.....
Between..... [Name of Procurement entity] of..... [Country of Procurement entity] (Hereinafter called "the Procuring entity") of the one part and [Name of tenderer] of[city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS Nakuru County Government invited tenders for supply of stationery materials and has accepted a tender by the tenderer for the supply of goods in the sum of Ksh.....[contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Details of cover
 - (c) the General Conditions of Contract
 - (d) the Special Conditions of Contract
- 3. In consideration of the payments to be made by Nakuru County Government to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Nakuru County Government to supply Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. Nakuru County Government hereby covenants to pay the tenderer in consideration of the supply of 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 (Nakuru County Government)

Signed, sealed, delivered by the (for the tenderer)
in

the presence of

1.14: Maximum value of business which you can handle at any one time Kshs.

1.15: Name of your bankers Branch

Part 2(a) – Sole Proprietor:

2a.1: Your name in full Age

2a.2: Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

2b.1: Give details of partners as follows

2b.2: Name	Nationality	Citizenship Details	Shares
1.	
2.	
3.	
4.	
5.	

Part 2(c) – Registered Company:

2c.1: Private or public

2c.2: State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

2c.3: Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.	
2.	
3.	
4.	
5.	

Date..... Signature of Tenderer

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of Nakuru County Government?
Yes..... No:.....

3.2: If answer in '3.1' is **YES** give the relationship:.....

3.3: Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?
Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....
.....
.....

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Nakuru County Government to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes..... No.....

3.6: If answer in '3.5' above is YES give details.....
.....

.....
3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....
.....
.....

3.9: Have you offered or given anything of value to influence the procurement process?
Yes..... No.....

3.10: If answer in '3.9' above is YES give details.....
.....
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:..... Signature of Candidate:.....

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

4. TENDER SECURITY FORM

Whereas(hereinafter called <the tenderer> has submitted its bid
[Name of Bidder]

Datedfor supply of Building Materials (hereinafter called <the tenderer?>
[Date of submission of bid]

KNOW ALL PEOPLE by these presents that WE of.....having
[Name of bank] [Name of country]

Our registered office at (Hereinafter called <the procuring entity> in
[Name of procuring entity]

The sum of Kshs. for which payment well and truly to be made to
[State the amount]

Nakuru County Government, the Bank binds itself, its successors, and assigns by these presents. Sealed

With the Common Seal of the said Bank this day of200.....

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by Nakuru County Government on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Nakuru County Government during the period of tender validity

Fails or refuses to execute the Contract Form, if required; or

Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to Nakuru County Government up to the above amount upon receipt of its first written demand, without The County Government having to substantiate its demand, provided that in its demand The County Government will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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 stated date.

Signature:..... Date:.....

Official Stamp:.....

5. PERFORMANCE SECURITY FORM

Nakuru County Government
P.O. Box 2870 – 20100

NAKURU

WHEREAS [Name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of
Contract No..... [Reference number of the contract] dated.....
20.....to supply [*Tender for supply of Building
Materials*] (Hereinafter called "the Contract")

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

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

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

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

Signature and seal of the Guarantors

.....
[Name of bank of financial institution]

.....
[Address]

.....
[Date]

6. OATHS AND STATUTORY DECLARATION FORM

**REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF
THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND
DISPOSAL ACT NO. 3 OF 2005**

I,..... Of P.O Box.....
Being a resident of..... In the Republic of Kenya do hereby make
oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... to supply goods, render services and/or carry out works for Nakuru County Government and duly authorized and competent to make this Affidavit.

2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Nakuru County Government, which is the procuring entity.

3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Nakuru County Government.

4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of 20.....}

}

}

}

DEPONENT

Before me }

}

}

}

Commissioner for Oaths }

7. MANUFACTURER'S AUTHORIZATION FORM

To **NAKURU COUNTY GOVERNMENT**

WHEREAS who are established and reputable
[Name of the manufacturer]

Manufacturers of
.....

[Name and/or description of the goods]

Having factories at [Address of factory] do hereby
authorize [Name and address of Agent] to submit a tender, and
subsequently negotiate and sign the Contract with you against tender No.
[Reference of the Tender] for the above goods manufactured by us.

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

[Signature for and on behalf of manufacturer]

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

TERMS OF REFERENCE

TECHNICAL SPECIFICATIONS FOR INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A WIDE AREA NETWORK (WAN)

1.0 PROJECT SCOPE

Nakuru County Government wishes to install an integrated high speed redundant Wide Area Network to allow data, internet, e-mail, and other file services sharing at its various departments and county offices.

The WAN infrastructure will be terminated at the County Head Quarters and be linked to the following sites.

No.	SITE
1.	Department of Lands, Housing and Physical Planning
2.	Department of Water, Environment, Energy and Natural Resources
3.	County Offices at former PC's building
4.	Governor's office Milimani

The County further wishes to migrate technologies for the following sub-counties to suitable and efficient technologies preferably fiber or microwave technologies. The sites will however not be linked to the WAN infrastructure.

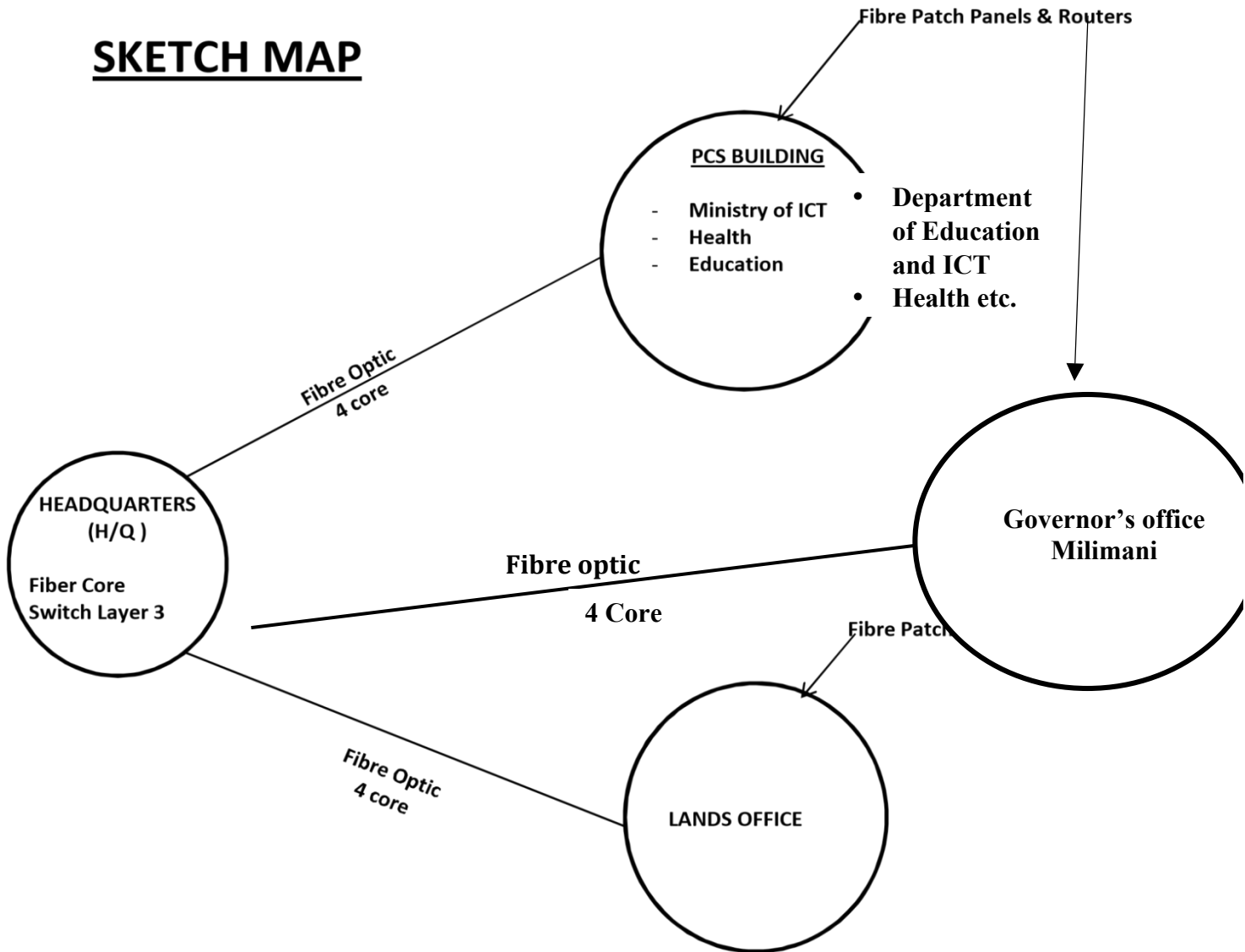
No.	SUBCOUNTY	CURRENT TECHNOLOGY
1.	Bahati	VSAT
2.	Subukia	VSAT
3.	Njoro	VSAT
4.	Kuresoi South	VSAT
5.	Kuresoi North	VSAT
6.	Rongai	VSAT

Project Objectives

1. To enable access to shared services i.e. IFMIS and inter-office communication
2. To enable access to centralized internet services.

3. To enable access to efficient internet services

SKETCH MAP



Required

1. Fiber core switch Layer 3 with routing capabilities.
2. Fiber routers at each of the departments to connect to pre-existing
3. LAN.
4. Firewall at the point of connection with ISP

2.0 BANDWIDTH REQUIREMENTS

No.	SITE	BANDWIDTH REQUIRED
1.	County Headquarters	30 MB (internet + loop)
2.	Bahati Sub-county	4mbps
3.	Subukia Sub-county	4mbps
4.	Njoro Sub-county	4mbps
5.	Kuresoi South Sub-county	4mbps
6.	Kuresoi North Sub-county	4mbps
7.	Rongai Sub-county	4mbps

Tenderers are advised to clearly read and fully respond to the technical specifications

3.0 NETWORK DESIGN SPECIFICATIONS

Subject	Description	Requirement
Cabling media	Copper cabling	<ul style="list-style-type: none"> • Each cable shall be assigned a unique cable number both at the patch panel and the data outlet. • There shall be NO splicing of any cables installed. Intermediate cross connects transition points are not allowed. • All fiber optic patch panels MUST be rack mounted. Termination should be performed at the existing cabinets. If need be to supply other cabinets, this will be determined during site survey. • Horizontal cabling should NOT terminate directly to an application specific device but rather to a telecommunication outlet; • Patch cables or equipment cords should be used to connect the device to the cabling; • Horizontal Cabling infrastructure shall be done using category 6 cable or higher 4-pair 100 Ω unshielded twisted-pair (UTP) or 4-pair 100 Ω fully shielded twisted pair • Patch cords used in the horizontal Cabling, including equipment cables/cords, SHOULD NOT exceed 5m.
	Optical Fibre	<ul style="list-style-type: none"> • All fibre cables MUST be installed in ducting that complies with ICTA standards. Access to these ducts by qualified cabling companies is subject to the approval of the ICT department. Undertakings must be given to cover the full cost of replacing all cables already in the ducts that are damaged during the installation of additional cables and/or draw wires. • Connectors shall be protected from physical damage and moisture.

		Optical fiber cable connecting hardware should incorporate high-density termination to conserve space and provide for ease of optical fiber cable
Cabinet cabling <u>(Need to be ascertained during site survey)</u>	Cabinet size	<ul style="list-style-type: none"> • Room should be allowed for front, rear and side working access to the Cabinets. A minimum of one meter access space should be available to the front, rear and at least one side of the cabinet(s). • Routers and other types of Network hardware must be located within the existing cabinets at the different locations
	Design	<ul style="list-style-type: none"> • Each cabinet should be identified by using an agreed name (a, b, c, d, etc.) or as on Services drawing. • Cables shall be terminated in RJ45 19" Patch panels.
Cabling security	Design	<ul style="list-style-type: none"> • Network cabling should be protected from unauthorized interception or damage, for example by using a conduit or by avoiding routes through public areas; • Power cables should be segregated from communications cables to prevent interference; • Clearly identifiable cable and equipment markings should be used to minimize handling errors, such as accidental patching of wrong network cables; • All cabling from outdoor devices must be shielded and not prone to interference or degradation due to environmental factors.

4.0 HARDWARE / SOFTWARE REQUIREMENTS

HARDWARE	REQUIREMENTS
<p>Central Network Monitoring system</p>	<ul style="list-style-type: none"> • The device management must be web based • Provide real-time visibility into WAN performance and provide reports & graphs • Monitor WAN links for availability and generate alerts (via e-mail, SMS) in case of link performance degradation. • Provide statistics on Interface availability, utilization, traffic, errors & discards • Should support hierarchical network representation and multiple map levels • Monitor critical parameters on major router brands such as Cisco, Huawei, etc.
<p>Router</p>	<ul style="list-style-type: none"> • Model : The device MUST be an internationally recognized brand, rack mountable and with tough metallic casing • 2 integrated 10/100/1000 Ethernet ports. • 2 enhanced High-Speed WAN Interface Card slots that can host 2 single wide or 1 double wide and 1 single wide (e) HWIC. • 1 Internal services Module slot. • Fully integrated power distribution to modules supporting 802.3af Power over Ethernet (PoE) and other Enhanced PoE brands. • Security • Embedded hardware-accelerated VPN encryption • Secure collaborative communications with Group Encrypted Transport VPN, Dynamic Multipoint VPN, or Enhanced Easy VPN • Integrated threat control using IOS Firewalls, IOS Zone-Based Firewalls, IOS IPS, and IOS Content Filtering • Identity management that uses authentication, authorization, and accounting (AAA), and public key infrastructure
<p>Firewall</p>	<p>Memory</p> <ul style="list-style-type: none"> • 12GB (SSP-40) 36GB (with 2 modules per chassis) <p>Flash;</p> <ul style="list-style-type: none"> • 2GB (SSP-40) 4GB (with 2 modules per chassis) <p>Dedicated management port</p> <p>USB 2.0 ports 2</p> <p>Serial ports</p> <ul style="list-style-type: none"> • 1RJ-45, console and auxiliary. <p><u>CAPACITY</u></p>

	<p>Maximum throughput: Application visibility and control (AVC) 10Gbps</p> <p>Maximum throughput:</p> <ul style="list-style-type: none"> • Application visibility and control (AVC and IPS/NGIPS 6Gbps <p>Sizing throughput [440 byte HTTP]: Application Control (AVC) or IPS/NGIPS (max)</p> <ul style="list-style-type: none"> • 3.5Gbps <p>Maximum concurrent sessions;</p> <ul style="list-style-type: none"> • 1800000 <p>IPsec site to site VPN peers</p> <p>Virtual Interfaces (VLANs)</p> <ul style="list-style-type: none"> • 1024 <p>Cisco Cloud Web Security Users</p> <p>User/nodes</p> <ul style="list-style-type: none"> • unlimited <p>Stateful Inspection throughput (max) 20Gbps</p> <p>Security contexts (included; maximum) upto 250</p> <p>High-availability support</p> <ul style="list-style-type: none"> • Active/active and active/standby <p>Packets per second</p> <ul style="list-style-type: none"> • 5000000 <p>Integrated wireless access point</p> <p>Expansion slot</p> <p>Hard drive</p> <p>Hard drive Capacity</p> <ul style="list-style-type: none"> • Integrated I/O 6port 10/100/1000 and 4-port 10 GE (SFP+) <p>Expansion I/O</p> <ul style="list-style-type: none"> • 8-port 10 GE (SFP/SFP+) or 4-port 10 GE (SFP/SFP+) or 20-port 1 GE (12-port 1 GE SFP and 8-port 10/100/1000) <p>Maximum site-to-site and IPsec IKEv1 client VPN user sessions 1024</p> <ul style="list-style-type: none"> • VPN or clientless VPN maximum user sessions 10000 <p>SOFTWARE</p> <hr/> <ul style="list-style-type: none"> • Bundled with FirePOWER Services AVC <hr/>
UPS	<ul style="list-style-type: none"> • Output Power Capacity 2kVA • Nominal Output Voltage 230V • Surge Protection • Nominal Input Voltage 230V • Warranty (1 yr. warranty)

5.0 GENERAL REQUIREMENTS

The Network should be IP based. The systems shall be configured such that there is interconnection and integration to the County Headquarters.

All active Equipment of the system e.g. Routers, shall be installed within a secure infrastructure. Such infrastructure should be able to securely accommodate and transmit data (http, ftp, streaming and large files) from one site to another.

The network (Hardware, software and cabling) on which the system will run is part of the scope and will hence be supplied and installed by the supplier.

All the equipment/accessories shall be warranted for at least one year and must operate at or above the guaranteed values.

The equipment proposed to be supplied by the Contractor shall be branded industry proven products.

The Contractor shall provide all the required equipment and services, whether explicitly mentioned in these specifications or not, to fulfill the intent of the specification and to ensure the completeness, operation and maintainability of the system **at no extra cost to the procuring entity**. Installation of the equipment shall be done by the Contractor at site (exact location will be determined during the mandatory site visit).

Material/manpower required for such installation shall be arranged by the Contractor.

Documentation of the equipment/components offered and as published by the original manufacturer of the component, shall be submitted.

5.0.1 Performance Criteria and Guarantee

The communications system along with all auxiliaries and accessories shall be capable of performing intended functions under specified conditions. It is the responsibility of the contractor to supply the equipment as per guaranteed technical, reliability and performance parameters.

5.0.2 Site preparation, Supervision and installations

1. The contractor shall be fully responsible for installation and commissioning of the equipment and cabling and other related activities. The contractor shall provide all the testing equipment and tools required for installation and commissioning and make their own transport arrangements.
2. All kind of works including civil, electrical, carpentry, drilling etc. required for installation of equipment/components shall be in the scope of the contract.
3. The contractor shall carry out complete installation through competent/ trained supervisor and workmen. All material shall be handled and installed taking due care and avoiding any damage to client's property and its personnel. Any damage shall be made good without any cost to the client.

5.0.3 Inspection, testing and commissioning

On completion of installation, all the equipment and installations shall be inspected jointly by the client and the Contractor for their correctness and completeness at the site of installation during acceptance tests.

Any other tests, as the client may deem fit so as to confirm the performance or to establish the compliance to technical specifications of either individual hardware items or integrated operation of the system shall be conducted by the Contractor at site. Should the results of these tests show any deficiency/deviation specifications, the contractor shall do the modification/replacement/addition necessary to make the system compliant to specifications at own cost.

All Hardware and Software comprising the Wide Area Network installed at each of the stations within the scope of the tender shall be put on reliability test for at least 14 days before the client issues the certificate of a completion.

5.0.4 Documentation

The network layout and all set ups in the County Headquarters and Sub-County offices **MUST** be well documented and handed over as this will be useful for future network troubleshooting, maintenance and expansion.

5.0.5 Commissioning

The system shall be commissioned by the Project Manager from the contractor after the successful completion of site test and commissioning as per the tests mentioned above. A completion certificate will then be issued.

5.0.6 Warranty & support

The contractor will be required to provide a one year warranty on all active devices.

The Contractor shall warrant that all the network installation and equipment is free from defect and that the Contractor shall take immediate action during the warranty period.

5.0.7 Acceptance

The acceptance by the county will be based on visual inspection during works and technical tests following complete contractor's tests. Acceptance will only be sanctioned when all technical tests have certified that the works are in strict compliance with the terms of the contract.

5.0.8 Schedule of works

It is expected that the Supply, Installation, Testing and Commissioning of the network will be completed within the agreed period following the signing of the Contract.

Contractors are required to submit a phased schedule of works to enable critical activities to proceed with minimal interruptions. The Contractor is expected to adhere to this schedule or within variations as may be agreed with the County and which must ensure continuity of critical operations.

The Contractor must guarantee completion of the Installation and Commissioning within the specified schedule. If the Contractor fails to complete the installation and commissioning within the specified schedule, the Contractor may be required to pay liquidation damages.

5.0.9 Pre-bid survey

Prior to submitting the bids, bidders shall visit each of the stations accompanied by the designated County ICT staff to ascertain for themselves the requirements for each station. During this survey, the Station's WAN shall be described and the data transmission requirements determined.

N/B: The bidder must attend the Mandatory site visit.

The bidder must give designs which will be approved by the evaluation committee.

