

POSTAL CORPORATION OF KENYA



PCK/PROC/ 20 /2018/2019

**TENDER FOR THE PROVISION OF CISCO EQUIPMENT SERVICE LEVEL
AGREEMENT (SLA)**

**POSTAL CORPORATION OF KENYA;
P.O. BOX 34567 – 00100;
NAIROBI, KENYA.
www.posta.co.ke
tendersecretariat@posta.co.ke**

CLOSING DATE: FRIDAY 1ST FEBRUARY, 2019 AT 11.00 AM

TABLE OF CONTENTS

| | | |
|---------------------|--|-----------|
| SECTION I | INVITATION TO TENDER | 3 |
| SECTION II | INSTRUCTIONS TO TENDERERS..... | 4 |
| | Appendix to Instructions to tenderers | 15 |
| SECTION III | GENERAL CONDITIONS OF CONTRACT..... | 16 |
| SECTION IV | SPECIAL CONDITIONS OF CONTRACT | 21 |
| SECTION V | DESCRIPTION OF SERVICES | 22 |
| SECTION VI | SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE... | 23 |
| SECTION VIII | STANDARD FORMS | 27 |

SECTION I : INVITATION TO TENDER
DATE: : 22nd JANUARY,2019
TENDER REF NO : PCK/PROC/ 20 /2018/2019
TENDER NAME : TENDER FOR THE PROVISION OF CISCO
EQUIPMENT SERVICE LEVEL AGREEMENT(SLA)

The Postal Corporation of Kenya (hereafter referred to as “PCK”) invites sealed bids from eligible firms for the provision of Cisco Equipment Service Level Agreement (SLA)

1. Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the Head/Supply Chain Department located at City Square Post Office Building 3rd Floor Haile Selassie Avenue during normal working hours.
2. Complete tender documents should be obtained from the office of the Head/Supply Chain Department located at City Square Post Office Building 3rd Floor Haile Selassie Avenue, free of charge during normal working hours or download the documents from PCK website (www.postkenya.co.ke).
3. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 180 days from the closing date of the tender.
4. The Completed tender documents in a plain sealed envelope indicating the Tender Number and description as described in the tender document will be deposited in the Tender Box provided at Posta House, Mezzanine Floor, Kenyatta Avenue, Nairobi, and be addressed to:-

**The Postmaster General,
Postal Corporation of Kenya,
P. O. Box 34567-00100,
Nairobi.**

so as to reach us on or before **WEDNESDAY 30TH JANUARY, 2019 AT 11.00 AM.**

5. Tenders will be opened immediately thereafter, and bidders or their representative who choose to attend will be welcome to witness the opening at the Posta House Boardroom 7th floor.

POSTMASTER GENERAL

SECTION II - INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSES

- 2.1 Eligible tenderers
- 2.2 Cost of tendering
- 2.3 Contents of Tender document
- 2.4 Clarification of documents
- 2.5 Amendment of documents
- 2.6 Language of tender
- 2.7 Documents comprising the tender
- 2.8 Tender forms
- 2.9 Tender prices
- 2.10 Tender currencies
- 2.11 Tenderers eligibility and qualifications
- 2.12 Tender Security
- 2.13 Validity of tenders
- 2.14 Format and signing of tenders
- 2.15 Sealing and marking of tenders
- 2.16 Deadline for submission of tender
- 2.17 Modification and withdrawal of tenders
- 2.18 Opening of tenders
- 2.19 Clarification of tenders
- 2.20 Preliminary examination
- 2.21 Conversion to single currency
- 2.22 Evaluation and comparison of tenders
- 2.23 Contacting the procuring entity
- 2.24 Award of contract
 - (a) Post qualification
 - (b) Award criteria
- 2.25 Notification of award
- 2.26 Signing of contract
- 2.27 Performance Security
- 2.28 Corrupt or fraudulent practices

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. The tenderer shall provide the services and goods specified in the Schedule of Requirements.
- 2.1.2 PCK employees, committee members, board members and their relatives (as per the meaning given in the Public procurement and Asset Disposal Act, 2015) 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 PCK to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and PCK, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 There shall be no price charged for the tender document.

2.3 Contents of the Tender Documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Details of service
 - (vii) Form of Tender
 - (viii) Price Schedules
 - (ix) Contract Form
 - (x) Confidential Business Questionnaire
 - (xi) 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.

2.4 Clarification of Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify PCK in writing or by post at the address indicated in the Invitation to Tender. PCK will respond in writing to any request for clarification of the tender documents, which it receives not later than days (3) days prior to the deadline for the submission of tenders, prescribed by PCK. Written copies of PCK's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that who have received the tender documents.

2.4.2 PCK shall reply to any clarifications sought by the tenderer within 2(two) 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, PCK, 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.

2.5.2 All prospective candidates that have received/bought the tender documents will be notified of the amendment in writing or by post and 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, PCK, 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 PCK, 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 of Tender

2.7.1 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 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Confidential Business Questionnaire

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed. This should form part of the Financial Bid/Proposal.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the appropriate 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 tender 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

2.9.4 The validity period of the tender shall be 180 days from the date of opening of the tender.

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

2.9.6 Where contract price variation is allowed, the variation shall not result in an increment of the total contract price by more than 25% of the original contract price.

2.9.7 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 Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications

2.11.1 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's 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.

2.12.2 The tender security shall be an amount of **Kenya Shillings Fifty Thousand (Kshs. 50,000.00)**.

2.12.3 The Tender Security is required to protect PCK against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8

2.12.4 The Tender Security shall be denominated in Kenya Shillings, and shall be in the form of a bank guarantee issued by a reputable bank located in Kenya, or such Insurance Guarantee approved by the Authority in the form provided in the tender documents and valid for thirty (30) days beyond the validity of the tender.

2.12.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by PCK as non-responsive, pursuant to paragraph 2.22

2.12.6 Unsuccessful tenderer's Tender 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 PCK.

2.12.7 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

2.12.8 The Tender Security may be forfeited:

- (a) If a tenderer withdraws the tender after the deadline for submitting tenders but before the expiry of the period during which tenders shall remain valid;
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 180 days or as specified in the Invitation to tender after the date of tender opening prescribed by PCK, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by PCK as non-responsive.

2.13.2 In exceptional circumstances, PCK 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 Tenders

- 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 copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power – of- attorney the tender. All pages of the tender, except for unamended printed literature, shall be initialed 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.

2.15 Sealing and Marking of Tenders

- 2.15.1 The Tenderer shall seal the “**ORIGINAL TENDER**” and “**COPY OF THE TENDER**” in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**” The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
 - (a) Be addressed to PCK at the address given in the Invitation to Tender:
 - (b) Bear, tender number and name/description in the Invitation for Tenders and the words, **DO NOT OPEN BEFORE WEDNESDAY 30TH JANUARY, 2019 AT 11.00 AM**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”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, PCK will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

Tenders must be received by PCK at the address specified in the invitation to bid no later than **TUESDAY 29TH JANUARY, 2019 AT 11.00 AM**

- 2.16.1 PCK 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 PCK and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit in the tender box shall be received by the procuring entity 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 tenders, is received by PCK prior to the deadline prescribed for 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 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no 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 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 PCK 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 PCK will open all tenders in the presence of tenderers' representatives who choose to attend, and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender
- 2.18.3 Security and such other details as PCK, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 PCK 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 PCK 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.

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

2.20 Preliminary Examination

- 2.20.1 PCK 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.
- 2.20.2 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. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.20.3 PCK may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22 PCK 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. PCK's 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 PCK and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21 Conversion to Single Currency

2.23.1 Where other currencies are used, PCK 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.

2.22 Evaluation and Comparison of Tenders

- 2.22.1 PCK 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 The Procuring entity'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 Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity 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 PCK's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment 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. PCK may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23 Contacting PCK

2.23.1 Subject to paragraph 2.21 no tenderer shall contact PCK on any matter related 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 PCK in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.24 Award of Contract

(a) **Post-qualification**

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

(b) Award Criteria

- 2.24.4 PCK will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 PCK 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 PCK determines that none of the tenderers is responsive; it shall notify each tenderer who submitted a tender.
- 2.24.6 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, PCK 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 PCK pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 PCK 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 PCK notifies the successful tenderer that its tender has been accepted, PCK 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 PCK.
- 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 PCK, 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.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event PCK may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 PCK 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 PCK 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 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 |
|-------------------------------------|--|
| 2.1.3 | Declaration of No Conflict of Interest |
| 2.1.4 | Anti-corruption Affidavit |
| 2.10 | Tender prices MUST be quoted in Kenya Shillings |
| 2.12 | Tender security shall be Kshs. 50,000.00 (should be denominated in Kenya Shillings, and in the form of a bank guarantee issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company located in Kenya and strictly in the form provided) |
| 2.16.3 | Bulky Tenders Bulky tenders, which will not fit in the tender box, shall be received at the office of the Head/Supply Chain Department located at City Square Post Office Building 3 rd Floor Haile Selassie Avenue. |
| 2.17 | The tenderer shall prepare and submit two copies of the tender, clearly marking each “ ORIGINAL TENDER ” and “ COPY OF TENDER, ” These two envelopes are then placed in one envelope to form a complete bid. The Bid must be submitted in TWO copies. |
| 2.20 | Opening of tenders will be done in public at the time of closing the tender. |
| 2.24 | Right to award Contract:- PCK reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions. |
| 2.27 | The performance security required: Yes |
| 2.31 | Anti-corruption Affidavit PCK will require a supplier of goods and/or services to swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of PCK to influence the outcome of the bid. |

SECTION III: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of Contract documents and information
- 3.5 Patent Rights
- 3.6 Performance security
- 3.7 Inspection and Tests
- 3.8 Payment
- 3.9 Price
- 3.10 Assignments
- 3.11 Termination for default
- 3.12 Termination for insolvency
- 3.13 Termination for convenience
- 3.14 Resolution of Disputes
- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

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 PCK and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to PCK under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract i.e. The Postal Corporation of Kenya.
- (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

3.2.1 These General Conditions 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 standards mentioned in the Schedule of requirements.

3.4 Patent Rights

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

3.5 Inspection and Tests

3.6.1 PCK or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. PCK shall notify the

- tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 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 PCK.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, PCK 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 the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.6 Payment

- 3.6.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.6.2 Payments shall be made promptly by PCK as specified in Special Conditions of Contract

3.7 Prices

- 3.7.1 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 PCK'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.

3.8 Assignment

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

3.9 Termination for Default

- 3.9.1 PCK 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 PCK.
 - (b) If the tenderer fails to perform any other obligation(s) under the Contract.

(c) If the tenderer, in the judgment of PCK has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.9.2 In the event PCK 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 PCK for any excess costs for such similar goods.

3.10 Termination of insolvency

3.11.1 PCK 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 the procuring entity.

3.11 Termination for convenience

3.11.1 PCK 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 PCK convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.11.2 For the remaining part of the contract after termination, PCK may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.12 Resolution of Disputes

3.12.1 PCK 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

3.12.2 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.

3.13 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.

3.14 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.

3.15 Applicable Law

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

3.16 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 fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

| General conditions of contract reference | Special conditions of contract |
|---|---|
| 3.8 | Within 60 days after delivery, quality certification & acceptance of products |
| 3.14 | Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, Claim or dispute. |

SECTION V - DESCRIPTION OF SERVICES

Notes

The service level agreement will entail **SMARTNET** cover (replacement of faulty cisco equipment), installation and/or configuration of new devices/parts/licenses where necessary and occasionally troubleshooting equipment in case of failure and/or where diagnosis from PCK does not lead to a feasible solution. The equipment listed below will be covered:

1. CISCO CATALYST 4507 E+R SWITCH (CORE)
2. CISCO ASR 1002 ROUTER (WAN GATEWAY ROUTER)
3. CISCO 2951 ROUTER (EDGE)
4. CISCO ASA 5525-X FIREWALL WITH IPS
5. CISCO ASA 5520 FIREWALL
6. CISCO 3750X SWITCH 12 PORT SFP FIBER PORTS
7. CISCO ACCESS SWITCHES

The tabulation below shows the details including the serial numbers of the equipment covered:

| S/NO | ITEM | SPECIFICATIONS | QUANTITY |
|-------------|--------------------------------|--|----------|
| FXS1724Q13K | CISCO CATALYST 4507 E+R SWITCH | WS-C4507R+E CHASSIS, TWO WS-X4648-RJ45V+E SUP7L-E LAN BASE | 1 |
| FOX1720GKRT | CISCO ASR 1002 ROUTERS | CISCO ASR 1002 CHASSIS 4 BUILT IN GE DUAL P/S 4GB DRAM | 1 |

| | | | |
|---|------------------------------------|---|------------------|
| JAE172006DG | CISCO ASR 1002 ROUTERS | ASR1K EMBEDDED SERVICES PROCESSOR, 5GBPS ASR 1002 ONLY | 1 |
| FD01730YG9U | CISCO ASR 1002 ROUTERS | CISCO REDUNDANT POWER SYSTEM 2300 & BLOWER NO POWER SUPPLY | 1 |
| FTX1449A00S | CISCO 2951 ROUTERS | CISCO 2951 W/3 GE EHWIC 3 DSP 2SM 256MB CF 512MB DRAM IPB | 1 |
| FGL1732411M | CISCO ASA 5525-X FIREWALL WITH IPS | ASA 5525-X WITH IPS SW 8GE DATA IGE MANAGEMENT AC, 3DES/AES | 1 |
| JMX1345LOXD | CISCO ASA 5520 FIREWALL | ASA 5520 WITH IPS | 1 |
| VARIOUS FDO2014B09F FDO2001B1GV FDO2014B0AU FDO2004B00V FDO2004B01B FDO2003B08F FDO2002I07G FDO2014B0AF FDO2014B09J FOC1627Y44T | CISCO ACCESS 2960 SWITCHES | ACCESS SWITCHES | Skillset covered |
| FO1730P2LU | CISCO CATALYST 3750X SWITCHES | CATALYST 3750X 12 PORT GE SFP IP BASE | 1 |
| FGL2011118K | Cisco Router | 2911 Cisco Router | 1 |

SECTION VI - SCHEDULE OF REQUIREMENTS AND PRICE

Based on the information contained in the Description of the items, Tenderers should provide a breakdown of costs in the format shown below.

| Product type (Product Service Description) | Individual price (Where applicable) |
|---|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

NOTE:

1. Prices quoted by the tenderer shall remain fixed during the Tender’s performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.
2. PCK reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

Name, Signature and Rubber Stamp of tenderer (Bidder)

Name (Authorized person)_____

Stamp

EVALUATION CRITERIA

Evaluation on bids will be conducted in three stages namely:-

Stage 1: Mandatory Requirements

- (i) Company profile
- (ii) Physical and postal addresses complete with telephone, mobile, fax and e-mail.
- (iii) Certificate of Incorporation/Registration and where applicable certificate of change of name from Registrar of Companies.
- (iv) Valid Tax Compliance Certificate.
- (v) Original Bid Bond of **Kshs. 50,000.00** from a reputable bank, insurance company or any credit facility located and registered in Kenya and valid for 180 days from date of tender opening tender security declaration form (AGPO) should be used by the special groups only: see attached and must attach their certificate.
- (vi) Current Authorization letter from Manufacturer.
- (vii) **Serialization** of all pages of the tender document by the bidder for each bid submitted including its attachments.
- (viii) Confidential Business Questionnaire duly completed, stamped and signed.
- (ix) Duly filled, signed and rubber stamped Anti-corruption Declaration Form by the Commissioner of Oaths.
- (x) Duly filled, signed and stamped form of tender.
- (xi) Attach Power of attorney

Documentary evidence in form of copies and originals where applicable must be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to automatic disqualification from further evaluation.

Stage 2: Technical Evaluation

The following criteria will be used in the evaluation of all potential suppliers, as follows;

| NO. | Evaluation Attribute | Max. score |
|------------|---|-------------------|
| 1. | <p>The company must have successfully undertaken similar services for at least three(3)clients that can best demonstrate by:</p> <ul style="list-style-type: none"> • Brief descriptions of the assignments, contact person(s), date of assignment, resource persons for each assignments (3 Points each 9 points) • Attach recommendation letters from the said clients (4 points each Total 12 points). | 21 Points |
| 2. | <p>A minimum of five (4) key proposed staff for the assignment must have at least a first degree in relevant field. In addition the Team Leader should have at least five (5) years' experience in CISCO equipment's and networking and the other three at least two years. Attach certified photocopies of their degree certificates, professional certificates and CVs should be signed by the bidding firm's representative.</p> <p>-Attach a copy of certified first degree (3 points each Total 12 points) -Attach copy of relevant professional certificate as per qualifications stated above (4 points each Total 16 points) -Experience of at least three(3) years in CISCO Systems/Equipments for the Leader and at least two(2) years for the other three staff; evidenced by fully signed CVs (3 points for Leader & 2points each for others Total 9 points)</p> | 37 |
| 3 | <p>Delivery period: (1-14)days=30points (15-20)days=10 Points Others=nil</p> | 30 |
| 4. | <p>Support and Training /after sale service Warranty of 1 year or more-12 points</p> | 12 |
| | Total | 100 points |

Note:

Tenderers should note that only tenders that score more than 70 Points will proceed to the next stage of evaluation.

Stage 3: - Financial Evaluation (Prices quoted should be in Kenya Shillings)

The bidder with the lowest price will be awarded the tender.

SECTION VII - STANDARD FORMS

Notes on the sample forms

1. Form of Tender - The form o tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender security form
4. Anti-Corruption Declaration/Commitment/Pledge
5. Letter of Notification of Award: To be given after award

7.1 FORM OF TENDER

Date _____
Tender No. _____

To
**The Postmaster General,
Postal Corporation of Kenya,
P. O. Box 34567 – 00100 Nairobi**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda No's*[insert Numbers]* of which is hereby duly acknowledged, we, the undersigned, offer to provide.....*[description of services]* in conformity with the said tender documents for the sum of *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
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. 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

| <ul style="list-style-type: none"> • <i>Part 1 – General:</i> • Business Name • Location of business premises. • Plot No..... Street/Road • PCK Address Tel No. E mail • Nature of Business ,..... • Registration Certificate No. • Maximum value of business which you can handle at any one time – Kshs. • Name of your bankers Branch | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|-------|-------------|---------------------|---------------------|--------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|---|-------|-------|-------|-------|
| <p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship • details | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | | Name | Nationality | Citizenship Details | Shares | 1. | | | | | 2. | | | | | 3. | | | | | 4. | | | | | | | | | |
| | Name | Nationality | Citizenship Details | Shares | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | | Name | Nationality | Citizenship Details | Shares | 1 | | | | | 2 | | | | | 3 | | | | | 4 | | | | | 5 | | | | |
| | Name | Nationality | Citizenship Details | Shares | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Date Signature of Candidate</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

7.3 ANTI-CORRUPTION DECLARATION/COMMITMENT/PLEDGE

(In the Matter of Public Procurement Sections 66 of the PPADA Act 2015)

I/We/M/s of P.O. Boxdeclare that I/We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We.....declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any member of the Board, Management and/or staff of The Postal Corporation of Kenya in connection with tender No. -----Tender for the -----in the tender, or in the subsequent performance of the contract if I/we am/are successful.

Signed by.....CEO or Authorized Representative.

Name.....

Designation.....

Designation.....

Signature.....Date.....

Declared at

Before me.....

Name.....

Signature.....Date

COMMISSIONER FOR OATHS

7.4 TENDER SECURITY FORM

Whereas [*name and address of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated
..... [*date of submission of tender*] for the
..... [*tender reference number
and description of the goods/services*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of
..... having our registered office at (hereinafter
called “the Bank”), are bound unto Postal Corporation of Kenya (hereinafter called “the
Procuring entity”) in the sum of [*amount in words and figures*] for
which payment well and truly to be made to the said Procuring entity, the Bank binds
itself, its successors, and assigns by these presents. Sealed with the Common Seal of the
said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

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

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

7.5 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(Name of Accounting Officer)
Accounting Officer/Head of Procuring Entity

7.6 TENDER SECURITY DECLARATION FORM (AGPO)

(The Bidder shall complete in this form in accordance with the instructions indicated)

Date:.....(insert date (as day, month, year) of Bid Submission)

Tender No.....(Insert number of bidding process)

To: **THE POSTAL CORPORATION OF KENYA,
P.O. Box 34567 – 00100, NAIROBI.**

We, the undersigned declare that.

1. We understand that, according to your conditions, bids must be supported by a bid-securing declaration.
2. We accept that we will be automatically be suspended from being eligible for bidding in any contract with the purchaser for the period of the time of..... (insert the number of months or years) starting on..... (insert date), if we are in breach of our obligation(s) under the bid conditions, because we-
 - a. Have withdrawn our bid during the period of bid validity specified by us in the bidding data sheet; or
 - b. Having been notified of the acceptance of our bid by the purchaser during the period of bid validity,
 - i. Fail or refuse the contract, if required, or
 - ii. Fail or refuse to finish the performance security, where it is required.
3. We understand that this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of
 - i. Our receipt of a copy of your notification of the name of the successful bidder; or
 - ii. Thirty days after the expiration of our tender.
4. We understand that if we are a joint venture, the bid securing declaration must be in the name of the joint venture that submits the bid, and the joint venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....
(insert signature of person whose name and capacity are shown)

In the capacity of.....
(insert legal capacity of person signing the Bid Securing Declaration)

Name:.....

(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf
of:.....
(insert complete name of bidder)

Date on..... Day of.....
(insert date and day of signing)