



**KENYA ELECTRICITY GENERATING COMPANY LIMITED**

**KGN-IT-07-2017**

**TENDER FOR SUPPLY AND DELIVERY OF IP PHONES AND  
PHONEX ONE SUPPORT**

**Kenya Electricity Generating Company  
Limited Stima Plaza Phase III, Kolobot Road,  
Parklands P.O. BOX 47936-00100  
NAIROBI.  
Website: [www.kengen.co.ke](http://www.kengen.co.ke)**

**April, 2017**

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**Tender for Supply of IP PHONES**

**SECTION I**  
**INVITATION TO TENDER**

The Company invites sealed tenders from eligible candidates for the supply of IP PHONES and Phonex ONE Support **whose** specifications are detailed in the Tender Document. Interested eligible candidates may obtain further information from and inspect the Tender Documents during official working hours starting at the date of advert at the office of:

Supply Chain Director  
Tel: (254) (020) 3666000  
Email:  
[tenders@kengen.co.ke](mailto:tenders@kengen.co.ke);  
CC:[vomunzi@kengen.co.ke](mailto:vomunzi@kengen.co.ke)

Where tender document can be collected from Tenders section upon payment of Ksh 1000.00 non-refundable fee OR be downloaded from [www.kengen.co.ke](http://www.kengen.co.ke) . Downloaded copies are free of charge. Bidders are advised to be keen on the information provided in the appendix to Instructions to tenderers (I.T.T.) and the special conditions of the contract (S.C.C.). Bidders are advised to be checking the website from time to time for any uploaded additional information.

Complete tender document, One Original and Two copies of the bid document appropriately labelled and placed inside an outer envelope sealed and marked “**KGN-IT-07-2017 TENDER FOR SUPPLY OF IP PHONES and PhonEX ONE Support**” and addressed to:

Company Secretary & Legal Affairs Director  
Kenya Electricity Generating Company Limited  
10<sup>th</sup> Floor, KenGen Pension Plaza Phase 2  
Kolobot Road, Parklands  
P O Box 47936 – 00100  
NAIROBI, KENYA.

Tenders must be dropped in the tender box located on the ground floor of Stima Plaza III On or before **11<sup>th</sup> May 2017 at 10.00am.**

Tenders will be opened immediately thereafter in the presence of the candidates ‘Representatives who choose to attend at KenGen plaza iii, ground floor.

KenGen adheres to high standards of integrity in its business operations. Report any unethical behaviour immediately to the provided anonymous hotline service:

- 1) Call Toll Free: 0800722626
- 2) Free Fax: 00800 007788
- 3) Email: [kengen@tip-offs.com](mailto:kengen@tip-offs.com)
- 4) Website : [www.tip-offs.com](http://www.tip-offs.com)

**SUPPLY CHAIN DIRECTOR**

## SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements (Section VI).
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 2.2 Eligible Goods

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

### 2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document collected from the Procuring Entity shall not exceed **Kshs.1,000/=**. Downloaded copies are free of charge.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## 2.4. **The Tender Document**

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

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

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

## 2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer **within 3 days** of receiving the request to enable the tenderer make timely submission of its tender.

## 2.6 **Amendment of Documents**

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment on email and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## 2.7 **Language of Tender**

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

## 2.8 **Documents Comprising of Tender**

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

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

## 2.9 **Tender Forms**

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

## 2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be **90 days after** 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 the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## 2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
  - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity (*if applicable*); and
  - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

**2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount specified in the appendix to instruction to tenders
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of an on-demand bank guarantee issued by a reputable bank located in Kenya or where the bank is located abroad, it must have a local correspondent bank.  
The Tender Security may also be in the form of an on-demand guarantee issued by a reputable insurance company approved by the Authority and in the form provided in the tender documents or another form acceptable to the Procuring entity.  
The tender security must be valid for at least thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for **90 days after** the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

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

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

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

## 2.17 **Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
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- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **11<sup>th</sup> May 2017 at 10.00am**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.
- 2.18 **Deadline for Submission of Tenders**
- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **11<sup>th</sup> May 2017 at 10.00am**
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended
- 2.19 Modification and Withdrawal of Tenders**
- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.30am 11<sup>th</sup> May 2017** and in the location specified in the Invitation to Tender.

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

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

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

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination**

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

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For

- purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.
- 2.23 Conversion to Single Currency**
- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.
- 2.24 Evaluation and Comparison of Tenders**
- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 2.25 Preference**
- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 2.26 Contacting the Procuring entity**
- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.
- 2.27 Award of Contract**
- (a) **Post-qualification**
- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 A positive determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
- (b) **Award Criteria**
- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- (c) **Procuring entity's Right to Vary quantities**
- 2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions
- (d) **Procuring entity's Right to accept or Reject any or All Tenders**
- 2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action
- 2.28 Notification of Award**
- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.29 Signing of Contract**

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within **fifteen (15) days** from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within **fifteen (15) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

- 2.30.1 Within **fifteen (15) days** of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

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

### Appendix to Instructions to Tenderers

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
Eligibility	Only suppliers Registered in Kenya are eligible
Clarification request	Bidders with issues for clarification must sent them to <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a> and copy to <a href="mailto:vomunzi@kengen.co.ke">vomunzi@kengen.co.ke</a> . This must be received not less than 6days prior to tender closure. All issued additional information will be uploaded on KenGen website.
Tender Security	Tender security of value <b>Ksh. 100,00.00</b> shall be furnished in the form of Bank Guarantee or through approved insurance companies And must be valid for at least 30days beyond tender validity period.
Tender validity	<i>The tender validity is 90days</i>
Number of copies required	The Tenderer shall prepare <b>two copies of the tender</b> , clearly marking each “ <b>ORIGINAL TENDER</b> ” and “ <b>COPY OF TENDER</b> ”. All pages of the bid document should be serialized.
Tender Closure	<i>The tender closes on 11th May 2017 at 10.00am and will be opened immediately thereafter in the presence of bidder representative who choose to attend at Stima Plaza Phase iii.</i>

Evaluation	<p><b><i>The following shall be the evaluation Criteria</i></b></p> <p><b><i>A) Mandatory preliminary evaluation criteria:</i></b></p> <ul style="list-style-type: none"> <li>- Duly completed and signed tender form.</li> <li>- Duly completed and signed price schedules.- Tenderer must quote for all items in the schedule to be considered responsive</li> <li>- Valid business permit</li> <li>- Valid Tax Compliance.</li> <li>- Proof of Cisco Premier Partnership</li> <li>- Copy of Certificate of Incorporation / Registration.</li> <li>- Duly filled and signed Mandatory Confidential Business Questionnaire as provided.</li> <li>- Brochures for the quoted items must be attached.</li> <li>- Valid business permit.</li> <li>- Submission of the bid bond/tender security as prescribed above.</li> <li>- Submission of required copies of the tender</li> <li>- Well organised, serialised and paginated bid document with referenced table of contents for all the attachments.</li> <li>-</li> </ul>
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	<p><b><i>B) Technical Evaluation criteria)</i></b></p> <ul style="list-style-type: none"><li>- written documentation and commitment detailing Compliance to all the provided technical specifications.</li><li>- Technical data sheet/Documentary evidence to prove that the IP PHONES and PhonEX ONE Support offered conform to the Technical Specifications be provided.</li><li>- Warranty period to be expressly defined with the term, which must be at least 12 months or covering at least 1800 operating hours.</li></ul> <p><b><i>C)Financial Evaluation criteria:</i></b></p> <p><i>The lowest evaluated bidder will be considered for award.</i></p>
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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 the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

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

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

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

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

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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

- 3.7.1 Within **fifteen (15) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.9 **Packing**

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

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

### 3.10 **Delivery and Documents**

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

### 3.11 **Insurance**

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

### 3.12 **Payment**

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

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

### 3.13 **Prices**

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

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

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require

adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

### **3.21 Taxes**

3.21.1 "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

#### **3.21.2 Local Taxation**

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

3.21.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

3.21.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

#### **Tax Deduction**

3.21.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to

Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

3.21.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

### **Tax Indemnity**

3.21.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.21.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.21.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

**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.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security <input type="checkbox"/> The Performance Security shall be in the amount of <b>10% of the Contract Price</b>
3.8.1	Inspection and tests <input type="checkbox"/> All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PvoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya; Consignments arriving at Kenyan Ports without this document will be denied entry into the Country. Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.
3.10.1	Delivery period <input type="checkbox"/> The Goods shall be delivered <b>within 30 days</b> from the date of contract award i.e. date of receipt of official order or signed contract.
3.11.1	Proof of Insurance shall be provided to KenGen on demand.
3.12.1	Payment terms;  <b>Local Suppliers</b>  KenGen' s payment terms are <b>30 days</b> upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract.  Payment shall be made through KenGen's cheque or telegraphic transfer for the amount of contract. The terms shall be <b>strictly Delivered and Duty Paid (DDP) to Stima Plaza.</b>



	<p><b>Advance Payment</b> Advance payment is not applicable.</p>
3.13.1	<p><b>Prices</b> <input type="checkbox"/> Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account</p>
3.18.1	<p><i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</i></p>
3.7.4.	<p>Warranty/Guarantee period must be at least 12 months or covering at least 1800 operating hours.</p>

### **Warranty**

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, workmanship, or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country.

The warranty period for the Goods is specified under the Special Conditions of Contract.

KenGen shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, within the period specified in the Special Conditions of Contract, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to KenGen.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in 12.4 above, within a reasonable period, KenGen may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which KenGen may have against the Supplier under the Contract.

**SECTION V**  
**TECHNICAL SPECIFICATIONS**

**Notes Applicable to All Schedules:**

1. The Goods to be supplied must be new, unused and of the latest design.
2. Relevant descriptive literature of the Goods showing conformity to technical specification shall be provided with the bid. **Irrelevant literature downloaded from the Internet is not acceptable.**
3. A tenderer must quote for the complete schedule in order to qualify as responsive.
4. If there is a discrepancy between words and figures, the amount in words shall prevail. 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.
5. Delivery Period shall be within thirty (30) days after the date of signing the Contract. Delivery must be for a complete schedule. Partial delivery shall not be accepted.
6. Documentary evidence to prove that the items offered comply with the specifications given below **must** be provided. The documentary evidence shall comprise of technical and performance data from the manufacturer including materials of construction and performance curves.

## E. TECHNICAL SPECIFICATIONS

**Table 1. Cisco Unified IP Phone 8841 SPECIFICATIONS**

Features	KenGen Requirements	Bidders Response
Hardware Features		
Ergonomic design	<ul style="list-style-type: none"> <li>The phone offers an easy-to-use interface and provides a traditional telephony-like user experience.</li> </ul>	
Graphical display	<ul style="list-style-type: none"> <li>The 800 × 480, 24-bit color, 5-in. WVGA display provides scrollable access to calling features and text-based XML applications.</li> </ul>	
Handset	<ul style="list-style-type: none"> <li>The handset is a standard wideband-capable audio handset (connects through an RJ-9 port).</li> <li>The standard coiled cord has a custom end for concealed cable routing beneath the phone (cord length is approximately 21 in. [55 cm] coiled and up to 72 in. (183 cm) extended).</li> <li>The handset is hearing aid-compatible (HAC) and meets Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA). Section 508 loudness requirements can be achieved using industry-standard inline handset amplifiers such as Walker Equipment W-10 or CE-100 amplifiers. The dial pad is also ADA-compliant.</li> </ul>	
Speaker phone	<ul style="list-style-type: none"> <li>A full-duplex speakerphone gives you flexibility in placing and receiving calls with hands free. For added security, the audible dual tone multifrequency (DTMF) tones are masked when the speakerphone mode is used.</li> </ul>	
Analog headset	<ul style="list-style-type: none"> <li>The analog headset jack is a standard wideband-capable RJ-9 audio port.</li> </ul>	
AUX port	<ul style="list-style-type: none"> <li>You can use an auxiliary port to support electronic hookswitch control with a third-party headset connected to it.</li> </ul>	
Ethernet switch	<ul style="list-style-type: none"> <li>An internal 2-port Cisco Ethernet switch allows for a direct connection to a 10/100/1000BASE-T Ethernet network (IEEE 802.3i/802.3u/802.3ab) through a RJ-45 interface with single LAN connectivity for both the phone and a co-located PC.</li> <li>The system administrator can designate separate VLANs (IEEE 802.1Q) for the PC and phone, providing improved security and reliability of voice and data traffic.</li> </ul>	

Features	KenGen Requirements	Bidders Response
Keys	<ul style="list-style-type: none"> <li>● The phone has the following keys: <ul style="list-style-type: none"> <li>○ Line keys</li> <li>○ Soft keys</li> <li>○ Back and release keys</li> <li>○ Four-way navigation and select keys</li> <li>○ Hold/Resume, Transfer, and Conference keys</li> <li>○ Messaging, Application, and Directory keys</li> <li>○ Standard keypad</li> <li>○ Volume-control toggle key</li> <li>○ Speakerphone, headset, and mute keys</li> </ul> </li> </ul>	
Backlit indicator	<ul style="list-style-type: none"> <li>● The phone supports backlit indicators for the audio path keys (handset, headset, and speakerphone), select key, line keys, and message waiting.</li> </ul>	
Replaceable bezel	<ul style="list-style-type: none"> <li>● The phone includes a black bezel; an optional silver bezel is also orderable separately.</li> </ul>	
Dual-position foot stand	<ul style="list-style-type: none"> <li>● The display is easy-to-view and the buttons and keys are easy-to-use. The two-position foot stand supports viewing angles of 35 and 50 degrees; you can remove the foot stand for wall mounting, with mounting holes located on the base of the phone.</li> </ul>	
Wall-mountable	<ul style="list-style-type: none"> <li>● You can install the phone on a wall using an optional wall-mount kit (orderable separately).</li> </ul>	
Physical security	<ul style="list-style-type: none"> <li>● The phone is compatible with the Kensington Security Slot (K-Slot) antitheft system.</li> </ul>	
Power Features		
IEEE Power over Ethernet (PoE)	<ul style="list-style-type: none"> <li>● IEEE Power over Ethernet class 2. The phone is compatible with both IEEE 802.3af and 802.3at switch blades and supports both Cisco Discovery Protocol and Link Layer Discovery Protocol - Power over Ethernet (LLDP-PoE).</li> </ul>	
Cisco IP Phone Power Cube 4	<ul style="list-style-type: none"> <li>● This optional power cube is used as an AC-to-DC (48V) power supply for non-PoE deployments. Use of the power cube 4 also requires the use of one of the corresponding AC country cords.</li> </ul>	
Call-Control Support		
Cisco Unified Communications	<ul style="list-style-type: none"> <li>● 8.5.1 (Non-secured mode Only)</li> <li>● 8.6.2</li> </ul>	

<b>Features</b>	<b>KenGen Requirements</b>	<b>Bidders Response</b>
Manager	<ul style="list-style-type: none"> <li>● 9.1.2</li> <li>● 10.5.2</li> <li>● 11.0 and later</li> </ul>	
Cisco Unified Communications Manager Express (Unified CME)	<ul style="list-style-type: none"> <li>● 10.0 and later through fast track</li> </ul>	
Cisco Business Edition 6000 (BE 6000)	<ul style="list-style-type: none"> <li>● 8.6.2</li> <li>● 9.1.2</li> <li>● 10.5.2</li> <li>● 11.0 and later</li> </ul>	
Cisco Hosted Collaboration Solution (HCS)	<ul style="list-style-type: none"> <li>● 8.6.2 and later (using supported UCM versions above)</li> </ul>	

#### Licensing

The Cisco IP Phone 8841 requires an Enhanced User Connect License (UCL) in order to connect to Cisco Unified Communications Manager.

#### Product Specifications

Table 2 lists the features and specifications of the Cisco IP Phone 8841.

**Table 2.** Features and Specifications

<b>Features</b>	<b>KenGen Requirements</b>	<b>Bidders Response</b>
Audio codec support	<ul style="list-style-type: none"> <li>● G.711a-law and mu-law, G.722, G.729a, Internet Low Bitrate Codec (iLBC), and Internet Speech Audio Codec (iSAC)</li> </ul>	
Call features	<ul style="list-style-type: none"> <li>● + Dialing</li> <li>● Abbreviated dialing</li> <li>● Adjustable ring tones and volume levels</li> <li>● Adjustable display brightness</li> <li>● Agent greeting</li> <li>● Auto-answer</li> <li>● Auto-detection of headset</li> <li>● cBarge</li> <li>● Busy Lamp Field (BLF)</li> <li>● Busy Lamp Field (BLF) Pickup</li> <li>● Busy Lamp Field (BLF) speed dial</li> </ul>	

Features	KenGen Requirements	Bidders Response
	<ul style="list-style-type: none"> <li>● Callback</li> <li>● Call forward</li> <li>● Call forward notification</li> <li>● Call filter</li> <li>● Call history lists</li> <li>● Call park</li> <li>● Call pickup</li> <li>● Call timer</li> <li>● Call waiting</li> <li>● Call chaperone</li> <li>● Caller ID</li> <li>● Corporate directory</li> <li>● Conference, including traditional Join feature</li> <li>● Cross Cluster Extension Mobility (EMCC)</li> <li>● Direct transfer</li> <li>● Extension mobility</li> <li>● Fast-dial service</li> <li>● Forced access codes and client matter codes</li> <li>● Group call pickup</li> <li>● Hold</li> <li>● Intercom</li> <li>● Immediate divert</li> <li>● Malicious-caller ID</li> <li>● Message-waiting indicator (MWI)</li> <li>● Meet-me conference</li> <li>● Mobility</li> <li>● Music on hold (MoH)</li> <li>● Mute</li> <li>● Network profiles (automatic)</li> <li>● On- and off-network distinctive ringing</li> <li>● Personal directory</li> <li>● PickUp</li> <li>● Predialing before sending</li> <li>● Privacy</li> <li>● Private Line Automated Ringdown (PLAR)</li> <li>● Redial</li> <li>● Ring tone per line appearance</li> <li>● Service Uniform Resource Locator (URL)</li> <li>● Shared line</li> <li>● Silent monitoring and recording</li> <li>● Speed dial</li> <li>● Time and date display</li> <li>● Transfer</li> <li>● Uniform Resource Identifier (URI) dialing</li> <li>● Visual voice mail</li> </ul>	

Features	KenGen Requirements	Bidders Response
	<ul style="list-style-type: none"> <li>● Voice mail</li> <li>● Whisper coaching</li> </ul>	
Electronic hookswitch	<ul style="list-style-type: none"> <li>● You can control the hookswitch electronically with a third-party headset connected to the auxiliary port.</li> </ul>	
Quality-of-service (QoS) options	<ul style="list-style-type: none"> <li>● The phone supports Cisco Discovery Protocol and 802.1Q/p standards, and can be configured with an 801.1Q VLAN header containing the VLAN ID overrides configured by the Admin VLAN ID.</li> </ul>	
Network features	<ul style="list-style-type: none"> <li>● Session Initiation Protocol (SIP) for signaling</li> <li>● Session Description Protocol (SDP)</li> <li>● IPv4 and IPv6</li> <li>● User Datagram Protocol (UDP) (used only for Real-Time Transport Protocol [RTP] streams)</li> <li>● Dynamic Host Configuration Protocol (DHCP) client or static configuration</li> <li>● Gratuitous Address Resolution Protocol (GARP)</li> <li>● Domain Name System (DNS)</li> <li>● Trivial File Transfer Protocol (TFTP)</li> <li>● Secure Hypertext Transfer Protocol (HTTPS)</li> <li>● VLAN</li> <li>● Real-Time Transport Protocol (RTP)</li> <li>● Real-Time Control Protocol (RTCP)</li> <li>● Cisco Peer-to-Peer Distribution Protocol (PPDP)</li> <li>● Cisco Discovery Protocol</li> <li>● LLDP (including LLDP-MED)</li> <li>● Switch speed auto-negotiation</li> </ul>	
Security features	<ul style="list-style-type: none"> <li>● Secure boot</li> <li>● Secure credential storage</li> <li>● Device authentication</li> <li>● Configuration file authentication and encryption</li> <li>● Image authentication</li> <li>● Random bit generation</li> <li>● Hardware cryptographic acceleration</li> <li>● Certificate Authority Proxy Function (CAPF)</li> <li>● Manufacturer-Installed Certificates (MIC)</li> <li>● Locally Significant Certificates (LSC)</li> <li>● Ethernet 802.1x supplicant options: Extensible Authentication Protocol-Flexible Authentication via Secure Tunneling (EAP-FAST) and Extensible Authentication Protocol-Transport Layer Security (EAP-TLS)</li> <li>● Signaling authentication and encryption using TLS</li> <li>● Media authentication and encryption using SRTP</li> </ul>	

Features	KenGen Requirements	Bidders Response
	<ul style="list-style-type: none"> <li>● HTTPS for client and server</li> <li>● Secure Shell (SSH) Protocol server</li> <li>● SSL-based VPN client</li> </ul>	
Physical dimensions (H × W × D)	<ul style="list-style-type: none"> <li>● 9.02 x 10.13 x 1.57 in. (229.1 x 257.34 x 40 mm) (excluding foot stand)</li> </ul>	
Weight (with handset)	<ul style="list-style-type: none"> <li>● 2.58 lb (1.17 kg)</li> </ul>	
Phone-casing composition	<ul style="list-style-type: none"> <li>● Polycarbonate acrylonitrile butadiene styrene (ABS) textured plastic; Cosmetic class A</li> </ul>	
Operational temperature	<ul style="list-style-type: none"> <li>● 32 to 104°F (0 to 40°C)</li> </ul>	
Non-operational temperature shock	<ul style="list-style-type: none"> <li>● 14 to 140°F (-10 to 60°C)</li> </ul>	
Humidity	<ul style="list-style-type: none"> <li>● Operating 10 to 90%, noncondensing</li> <li>● No operating 10 to 95%, noncondensing</li> </ul>	
Language support	All	

### Product Specifications

Table 3 gives ordering information for the phone and its accessories.

**Table 3.** Ordering Information

Product Number	Description	Statement Of Compliance
CP-8841-K9=	<ul style="list-style-type: none"> <li>● Cisco IP Phone 8841, Charcoal</li> </ul>	
CP-8841-W-K9=	<ul style="list-style-type: none"> <li>● Cisco IP Phone 8841, White</li> </ul>	
CP-DX-HS=	<ul style="list-style-type: none"> <li>● Spare Handset for Cisco 7800, 8800, DX600 Series, Charcoal</li> </ul>	
CP-DX-CORD=	<ul style="list-style-type: none"> <li>● Spare Handset Cord for Cisco 8800, DX600</li> </ul>	



	Series, Charcoal	
CP-DX-W-HS=	<ul style="list-style-type: none"> <li>• Spare Handset for Cisco IP Phone 7800, 8800, DX600 Series, White</li> </ul>	
CP-DX-W-CORD=	<ul style="list-style-type: none"> <li>• Spare Handset Cord for Cisco IP Phone 8800, DX600 Series, White</li> </ul>	
CP-8800-WMK=	<ul style="list-style-type: none"> <li>• Spare Wallmount Kit for Cisco IP Phone 8800 Series</li> </ul>	
CP-8800-FS=	<ul style="list-style-type: none"> <li>• Spare Foot stand for Cisco IP Phone 8800 Series</li> </ul>	
CP-8800-B-BEZEL=	<ul style="list-style-type: none"> <li>• Spare Black Bezel for Cisco IP Phone 8800 Series</li> </ul>	
CP-8800-S-BEZEL=	<ul style="list-style-type: none"> <li>• Spare Silver Bezel for Cisco IP Phone 8800 Series</li> </ul>	
CP-PWR-CUBE-4	<ul style="list-style-type: none"> <li>• Cisco Power Cube 4</li> </ul>	
CP-PWR-CORD-AP=	<ul style="list-style-type: none"> <li>• Power Cord Asia Pacific</li> </ul>	
CP-PWR-CORD-UK=	<ul style="list-style-type: none"> <li>• Power Cord United Kingdom</li> </ul>	

**Table 4. Cisco Unified IP Phone 7841 SPECIFICATIONS**

	<b>Features</b>	<b>KenGen Requirements</b>	<b>Bidders Response</b>
	Handset light strip	Indicates an incoming call (flashing red) or new voice message (steady red).	
2	Programmable feature buttons	<p>Depending on how your system administrator sets up the phone, programmable feature buttons (on each side of the phone screen) provide access to:</p> <ul style="list-style-type: none"> <li>• Phone lines and intercom lines</li> <li>• Speed-dial numbers (speed-dial buttons, including the Line Status speed-dial features)</li> <li>• Web-based services (for example, a Personal Address Book button)</li> <li>• Call features (for example, a Privacy button)</li> </ul> <p>Buttons illuminate to indicate status:</p>	

		<ul style="list-style-type: none"> <li>• Green, steady: Active call or two-way intercom call</li> <li>• Green, flashing: Held call</li> <li>• Amber, steady: Privacy in use, one-way intercom call, DND active, or logged into Hunt Group</li> <li>• Amber, flashing: Incoming call or reverting call</li> <li>• Red, steady: Remote line in use (shared line or Line Status)</li> <li>• Red, flashing: Remote line on hold</li> </ul>	
3	Phone screen	Shows information about your phone, such as directory number, active call and line status, call duration, softkey options, speed dials, placed calls, and phone menu listings.	
4	Softkey buttons	Depending on how your system administrator sets up the phone, enable softkey options displayed on your phone screen.	
5	Navigation and Select button	The Navigation and Select button allows you to scroll through menus, highlight items and select the highlighted item.	
6	Hold/Resume button	Places an active call on hold and resumes the held call.	
7	Conference button	Creates a conference call.	
8	Transfer button	Transfers a call.	
9	Speakerphone button	Toggles the speakerphone on or off. When the speakerphone is on, the button is lit.	
10	Headset button	Toggles the headset on or off. When the headset is on, the button is lit.	
11	Mute button	Toggles the microphone on or off. When the microphone is muted, the button is lit.	
12	Keypad	Allows you to dial phone numbers, enter letters, and select menu items (by entering the item number).	

13	Volume button	Controls the handset, headset, and speakerphone volume (off hook) and the ringer volume (on hook).	
14	Contacts button	Opens or closes the Directories menu. Use the Contacts button to access personal and corporate directories.	
15	Applications button	Opens or closes the Applications menu. Use the Applications button to access call history, user preferences, phone settings, and phone model information.	
16	Messages button	Autodials your voice messaging system (varies by system).	
17	Handset	Phone handset.	

**Table 5. Cisco Unified IP Phone 8845 SPECIFICATIONS**

<b>Features</b>	<b>KenGen Requirements</b>	<b>Bidders Response</b>
Hardware Features		
Ergonomic design	<ul style="list-style-type: none"> <li>The phone offers an easy-to-use interface and provides a traditional telephony-like user experience</li> </ul>	
Graphical display	<ul style="list-style-type: none"> <li>The 800 × 480, 24-bit color, 5-in. WVGA display provides scrollable access to calling features and text-based XML applications</li> </ul>	
Video	<ul style="list-style-type: none"> <li>720p HD video (encode and decode)</li> <li>H.264/AVC</li> </ul>	
Handset	<ul style="list-style-type: none"> <li>The handset is a standard wideband-capable audio handset (connects through an RJ-9 port)</li> <li>The standard coiled cord has a custom end for concealed cable routing beneath the phone (cord length is approximately 21 in. [55 cm] coiled and up to 72 in. (183 cm) extended)</li> <li>The handset is hearing aid-compatible (HAC) and meets Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA). You can achieve Section 508 loudness requirements with industry-standard inline handset amplifiers such as Walker Equipment W-10 or CE-100 amplifiers. The dial pad is also ADA-compliant</li> </ul>	

Features	KenGen Requirements	Bidders Response
Speaker phone	<ul style="list-style-type: none"> <li>● A full-duplex speakerphone gives you flexibility in placing and receiving calls with hands free. For added security, the audible dual tone multifrequency (DTMF) tones are masked when the speakerphone mode is used.</li> </ul>	
Analog headset	<ul style="list-style-type: none"> <li>● The analog headset jack is a standard wideband-capable RJ-9 audio port</li> </ul>	
AUX port	<ul style="list-style-type: none"> <li>● You can use an auxiliary port to support electronic hookswitch control with a third-party headset connected to it</li> </ul>	
Ethernet switch	<ul style="list-style-type: none"> <li>● An internal 2-port Cisco Ethernet switch allows for a direct connection to a 10/100/1000BASE-T Ethernet network (IEEE 802.3i/802.3u/802.3ab) through an RJ-45 interface with single LAN connectivity for both the phone and a co-located PC</li> <li>● The system administrator can designate separate VLANs (IEEE 802.1Q) for the PC and phone, providing improved security and reliability of voice and data traffic</li> </ul>	
Bluetooth	<ul style="list-style-type: none"> <li>● Bluetooth 4.1 LE, Enhanced Data Rate (EDR) Class 1 technology (up to 66-ft [20m] range) is supported</li> <li>● Hands-Free Profile (HFP) is supported for untethered headset connections and voice communications</li> <li>● Phone Book Access Profile (PBAP) is supported for phone book object exchange between devices</li> </ul>	
Keys	<ul style="list-style-type: none"> <li>● The phone has the following keys: <ul style="list-style-type: none"> <li>○ Line keys</li> <li>○ Soft keys</li> <li>○ Back and release keys</li> <li>○ Four-way navigation and select keys</li> <li>○ Hold/Resume, Transfer, and Conference keys</li> <li>○ Messaging, Application, and Directory keys</li> <li>○ Standard keypad</li> <li>○ Volume-control toggle key</li> <li>○ Speakerphone, headset, and mute keys</li> </ul> </li> </ul>	
Backlit indicator	<ul style="list-style-type: none"> <li>● The phone supports backlit indicators for the audio path keys (Handset, Headset, and Speakerphone), select key, line keys, and message</li> </ul>	

Features	KenGen Requirements	Bidders Response
	waiting	
Replaceable bezel	<ul style="list-style-type: none"> <li>The phone includes a black bezel; an optional silver bezel is also orderable separately</li> </ul>	
Dual-position foot stand	<ul style="list-style-type: none"> <li>The display is easy-to-view and the buttons and keys are easy-to-use. The two-position foot stand supports viewing angles of 35 and 50 degrees; you can remove the foot stand for wall mounting, with mounting holes located on the base of the phone</li> </ul>	
Wall-mountable	<ul style="list-style-type: none"> <li>You can install the phone on a wall using an optional wall-mount kit (orderable separately)</li> </ul>	
Physical security	<ul style="list-style-type: none"> <li>The phone is compatible with the Kensington Security Slot (K-Slot) antitheft system</li> </ul>	
Power Features		
IEEE Power over Ethernet (PoE)	<ul style="list-style-type: none"> <li>PoE on the phone is IEEE Power over Ethernet class 2. The phone is compatible with both IEEE 802.3af and 802.3at switch blades and supports both Cisco Discovery Protocol and Link Layer Discovery Protocol - Power over Ethernet (LLDP-PoE)</li> </ul>	
Cisco IP Phone Power Cube 4	<ul style="list-style-type: none"> <li>This optional power cube is used as an AC-to-DC (48V) power supply for non-PoE deployments. Use of the power cube 4 also requires the use of one of the corresponding AC country cords</li> </ul>	
Call-Control Support		
Cisco Unified Communications Manager	<ul style="list-style-type: none"> <li>8.5.1 (non-secured mode only)</li> <li>8.6.2</li> <li>9.1.2</li> <li>10.5.2</li> <li>11.0 and later</li> </ul>	
Cisco Unified Communications Manager Express (Unified CME)	<ul style="list-style-type: none"> <li>Planned to be supported 11.5</li> </ul>	
Cisco Business	<ul style="list-style-type: none"> <li>8.6.2</li> <li>9.1.2</li> </ul>	

<b>Features</b>	<b>KenGen Requirements</b>	<b>Bidders Response</b>
Edition 6000 (BE 6000)	<ul style="list-style-type: none"> <li>● 10.5.2</li> <li>● 11.0 and later</li> </ul>	
Cisco Hosted Collaboration Solution (HCS)	<ul style="list-style-type: none"> <li>● 8.6.2 and later (using supported UCM versions listed previously)</li> </ul>	

### Licensing

The IP Phone 8845 requires an Enhanced User Connect License (UCL) in order to connect to Cisco Unified Communications Manager.

### Product Specifications

Table 2 lists the features and specifications of the 8845.

**Table 2.** Features and Specifications

<b>Features</b>	<b>KenGen Requirements</b>	<b>Bidders Requirements</b>
Audio codec support	<ul style="list-style-type: none"> <li>● G.711a-law and mu-law, G.722, G.729a, Internet Low Bitrate Codec (iLBC), and Internet Speech Audio Codec (iSAC)</li> </ul>	
Call features	<ul style="list-style-type: none"> <li>● + Dialing</li> <li>● Abbreviated dialing</li> <li>● Adjustable ring tones and volume levels</li> <li>● Adjustable display brightness</li> <li>● Agent greeting</li> <li>● Application launch pad</li> <li>● Auto-answer</li> <li>● Auto-detection of headset</li> <li>● cBarge</li> <li>● Busy Lamp Field (BLF)</li> <li>● BLF Pickup</li> <li>● BLF speed dial</li> <li>● Callback</li> <li>● Call forward</li> <li>● Call forward notification</li> <li>● Call filter</li> <li>● Call history lists</li> <li>● Call park</li> <li>● Call pickup</li> <li>● Call timer</li> <li>● Call waiting</li> <li>● Call chaperone</li> <li>● Caller ID</li> </ul>	

Features	KenGen Requirements	Bidders Requirements
	<ul style="list-style-type: none"> <li>● Corporate directory</li> <li>● Conference, including traditional Join feature</li> <li>● Cross-Cluster Extension Mobility (EMCC)</li> <li>● Direct transfer</li> <li>● Extension mobility</li> <li>● Fast-dial service</li> <li>● Forced access codes and client matter codes</li> <li>● Group call pickup</li> <li>● Hold</li> <li>● Intercom</li> <li>● Immediate divert</li> <li>● Malicious-caller ID</li> <li>● Message-waiting indicator (MWI)</li> <li>● Meet-me conference</li> <li>● Mobility</li> <li>● Music on hold (MoH)</li> <li>● Mute</li> <li>● Network profiles (automatic)</li> <li>● On- and off-network distinctive ringing</li> <li>● Personal directory</li> <li>● PickUp</li> <li>● Predialing before sending</li> <li>● Privacy</li> <li>● Private Line Automated Ringdown (PLAR)</li> <li>● Redial</li> <li>● Ring tone per line appearance</li> <li>● Service Uniform Resource Locator (URL)</li> <li>● Shared line</li> <li>● Silent monitoring and recording</li> <li>● Speed dial</li> <li>● Time and date display</li> <li>● Transfer</li> <li>● Uniform Resource Identifier (URI) dialing</li> <li>● Visual Voicemail</li> <li>● Voicemail</li> <li>● Whisper coaching</li> </ul>	
<p>Mobility and remote access</p>	<p>You can deploy the phones remotely with the following two options:</p> <ul style="list-style-type: none"> <li>● You can have your phone remotely registered to the on-premises network through a built-in VPN client if the administrator has provisioned this VPN feature</li> <li>● You also can directly connect to the on-premises network without VPN through Cisco Expressway if you are provided with log-in credentials. Contact your</li> </ul>	

<b>Features</b>	<b>KenGen Requirements</b>	<b>Bidders Requirements</b>
	system administrator	
Electronic hookswitch	<ul style="list-style-type: none"> <li>● You can control the hookswitch electronically with a third-party headset connected to the auxiliary port.</li> </ul>	
Cisco Intelligent Proximity	<ul style="list-style-type: none"> <li>● Audio path moving sends audio through the IP Phone 8861 for a mobile device-connected call</li> <li>● Call-history synchronization allows you to view placed and missed calls of your mobile device from the IP Phone 8845</li> <li>● Contact synchronization allows you to synchronize the contact objects from your mobile device to your 8845</li> </ul>	
Quality-of-service (QoS) options	<ul style="list-style-type: none"> <li>● The phone supports Cisco Discovery Protocol and 802.1Q/p standards, and you can configure it with an 801.1Q VLAN header containing the VLAN ID overrides configured by the Admin VLAN ID</li> </ul>	
Network features	<ul style="list-style-type: none"> <li>● Session Initiation Protocol (SIP) for signaling</li> <li>● Session Description Protocol (SDP)</li> <li>● IPv4 and IPv6</li> <li>● User Datagram Protocol (UDP) (used only for Real-Time Transport Protocol [RTP] streams)</li> <li>● Dynamic Host Configuration Protocol (DHCP) client or static configuration</li> <li>● Gratuitous Address Resolution Protocol (GARP)</li> <li>● Domain Name System (DNS)</li> <li>● Trivial File Transfer Protocol (TFTP)</li> <li>● Secure HTTP (HTTPS)</li> <li>● VLAN</li> <li>● Real-Time Transport Protocol (RTP)</li> <li>● Real-Time Control Protocol (RTCP)</li> <li>● Cisco Peer-to-Peer Distribution Protocol (PPDP)</li> <li>● Cisco Discovery Protocol</li> <li>● LLDP (including LLDP Media Endpoint Discovery [LLDP-MED])</li> <li>● Switch speed auto-negotiation</li> </ul>	
Security features	<ul style="list-style-type: none"> <li>● Secure boot</li> <li>● Secure credential storage</li> <li>● Device authentication</li> <li>● Configuration file authentication and encryption</li> <li>● Image authentication</li> <li>● Random bit generation</li> <li>● Hardware cryptographic acceleration</li> </ul>	



Features	KenGen Requirements	Bidders Requirements
	<ul style="list-style-type: none"> <li>● Certificate Authority Proxy Function (CAPF)</li> <li>● Manufacturer-Installed Certificates (MIC)</li> <li>● Locally Significant Certificates (LSC)</li> <li>● Ethernet 802.1x supplicant options: Extensible Authentication Protocol-Flexible Authentication via Secure Tunneling (EAP-FAST) and Extensible Authentication Protocol-Transport Layer Security (EAP-TLS)</li> <li>● Signaling authentication and encryption using TLS</li> <li>● Media authentication and encryption using SRTP</li> <li>● HTTPS for client and server</li> <li>● Secure Shell (SSH) Protocol server</li> <li>● SSL-based VPN client</li> </ul>	
Physical dimensions (H x W x D)	<ul style="list-style-type: none"> <li>● 9.01 x 10.13 x 3.87 in. (228.78 x 257.34 x 98.39 mm) (excluding foot stand)</li> </ul>	
Weight (with handset)	<ul style="list-style-type: none"> <li>● 2.97 lb (1.35 kg)</li> </ul>	
Phone-casing composition	<ul style="list-style-type: none"> <li>● Polycarbonate acrylonitrile butadiene styrene (ABS) textured plastic; Cosmetic class A</li> </ul>	
Operating temperature	<ul style="list-style-type: none"> <li>● 32 to 104°F (0 to 40°C)</li> </ul>	
Nonoperating temperature shock	<ul style="list-style-type: none"> <li>● 14 to 140°F (-10 to 60°C)</li> </ul>	
Humidity	<ul style="list-style-type: none"> <li>● Operating 10 to 90%, noncondensing</li> <li>● Nonoperating 10 to 95%, noncondensing</li> </ul>	
Language support	<ul style="list-style-type: none"> <li>● All</li> </ul>	
Certification and compliance	<ul style="list-style-type: none"> <li>● Regulatory compliance <ul style="list-style-type: none"> <li>○ CE Markings per directives 2004/108/EC and 2006/95/EC</li> </ul> </li> <li>● Safety <ul style="list-style-type: none"> <li>○ UL 60950 Second Edition</li> <li>○ CAN/CSA-C22.2 No. 60950 Second Edition</li> <li>○ EN 60950 Second Edition (including A11 and A12)</li> <li>○ IEC 60950 Second Edition (including A11 and A12)</li> </ul> </li> </ul>	

Features	KenGen Requirements	Bidders Requirements
	<ul style="list-style-type: none"> <li>◦ AS/NZS 60950</li> <li>◦ GB4943</li> <li>● EMC - Emissions</li> <li>◦ 47CFR Part 15 (CFR 47) Class B</li> <li>◦ AS/NZS CISPR22 Class B</li> <li>◦ CISPR22: 2005 w/Amendment 1: 2005 Class B</li> <li>◦ EN55022: 2006 w/Amendment 1: 2007 Class B</li> <li>◦ ICES003 Class B</li> <li>◦ VCCI Class B</li> <li>◦ EN61000-3-2</li> <li>◦ EN61000-3-3</li> <li>◦ KN22 Class B</li> <li>● EMC - Immunity</li> <li>◦ EN55024</li> <li>◦ CISPR24</li> <li>◦ EN60601-1-2</li> <li>◦ KN24</li> <li>◦ Armadillo Light</li> <li>● Telecom</li> <li>◦ FCC Part 68 HAC</li> <li>◦ CS-03-HAC</li> <li>◦ AS/ACIF S004</li> <li>◦ AS/ACIF S040</li> <li>◦ NZ PTC 220</li> <li>◦ Industry standards: TIA 810 and TIA 920</li> <li>◦ Industry standards: IEEE 802.3 Ethernet and IEEE 802.3af and 802.3at</li> <li>◦ Korea (RRA Public Notification 2010-36, Nov. 1, 2010)</li> <li>◦ Korea (RRA Announce 2011-2, Feb. 28, 2011)</li> <li>● Radio</li> <li>◦ FCC Part 2.1093 (BT RF Exposure TR)</li> <li>◦ RSS-102 (BT RF Exposure TR)</li> <li>◦ RSS-210</li> <li>◦ EN 300.328</li> <li>◦ EN50385 (BT RF Exposure TR)</li> <li>◦ EN 301-489-1</li> <li>◦ EN 301-489-17</li> <li>◦ NCC LP0002</li> </ul>	

**Product Specifications**

Product Number	KenGen Requirements	Bidders Requirements

CP-8845-K9=	Cisco IP Phone 8845, Charcoal	
CP-8845-W-K9=	Cisco IP Phone 8845, White	
CP-DX-HS=	Spare Handset for Cisco 7800, 8800, DX600 Series, Charcoal	
CP-DX-CORD=	Spare Handset Cord for Cisco 8800, DX600 Series, Charcoal	
CP-8800-VID-WMK=	Spare Wallmount Kit for Cisco IP Phone 8800 Video Series	
CP-8800-FS=	Spare Foot stand for Cisco IP Phone 8800 Series	
CP-8800-B-VID-BEZEL=	Spare Black Bezel for Cisco IP Phone 8800 Video Series	
CP-8800-S-VID-BEZEL=	Spare Silver Bezel for Cisco IP Phone 8800 Video Series	
CP-PWR-CUBE-4	Cisco Power Cube 4	
CP-PWR-CORD-UK=	Power Cord United Kingdom	

**Table 4. Cisco Unified IP Phone 7841 SPECIFICATIONS**

Feature	KenGen Requirements	Bidders Requirements
Features		
Superior wideband acoustics	<ul style="list-style-type: none"> <li>● 160 Hz to 20 kHz, +/-3 dB.</li> <li>● The latest in wideband codecs for maximum voice bandwidth.</li> <li>● Enhanced speech quality and speaker recognition.</li> </ul>	
Output	92-dB SPL peak output *	
Expanded room coverage	<ul style="list-style-type: none"> <li>● 160-degrees conical pattern provides even coverage of listening area.</li> <li>● Four Hemi-Cardioid microphones are perfectly spaced so that they combine to provide a 180-degree pick-up pattern around the device. Speech is captured at the same level at all points around the Cisco Unified IP Conference Phone 8831.</li> <li>● Ability to grow to fit a variety of room needs.               <ul style="list-style-type: none"> <li>◦ Small Office (base unit)</li> <li>◦ Standard Conference Room (base unit and 2 wired or wireless extension microphones)</li> <li>◦ Boardroom (daisy chaining two base units)</li> <li>◦ Large Boardroom (daisy chaining two base units and 2 wired or wireless extension microphones)</li> </ul> </li> </ul>	
Microphone Accessory Options		
Wired microphone	This microphone extends the operational range of the Cisco Unified IP Conference Phone 8831 with even coverage around the periphery of the device with 7 feet of additional reach.	
Wireless microphone	DECT wireless microphone for the Cisco Unified IP Conference Phone 8831 provides additional coverage with the added flexibility of 300 feet of range.	
Power Features		
IEEE 802.3af line power	Local power supply is not required.	

Cisco Power Cube 3	This power cube uses a standard Cisco Unified IP Phone Power Supply for non-Power over Ethernet (PoE) deployments. It is required for daisy chaining two units together.	
Call-Control Support		
Cisco Unified Communications Manager	The phone supports Cisco Unified Communications Manager (Cisco UCM) Releases 8.5(1), 8.6(2), 9.0, and later.	
Cisco Business Edition 3000	The phone is supported on the Cisco Business Edition 3000 Releases 8.6(1) and later.	
Cisco Business Edition 6000	The phone is supported on the Cisco Business Edition 6000 Releases 8.6(5) and later.	
Cisco Unified Communications Manager Express	The phone is supported with CME 10.0 and above. On IOS 15.4(1)T and later with Fast Track Support.	
Cisco Hosted Collaboration Solution	The phone is supported with 8.6(2) and later (using supported UCM versions above).	

\* Peak output measured in half-space environment.

#### Licensing

The Cisco Unified IP Conference Phone 8831 requires an Enhanced User Connect License (UCL) on Cisco UCM Versions 9.0 and later. For supported Cisco UCM versions before 9.0, a public space license is required.

#### Product Specifications

Table 2 lists the features and specifications of the Cisco Unified IP Conference Phone 8831.

**Table 2.** Features and Specifications of Cisco Unified IP Conference Phone 8831

Feature	KenGen Requirements	Bidders Response
Signaling protocol support	Session Initiation Protocol (SIP)	
Codec support	G.711, G.729 (a and ab), G.722, and Internet Low Bitrate Codec (iLBC)	
Calling feature support	<ul style="list-style-type: none"> <li>● + Dialing (E.164)</li> <li>● Adjustable ringing and volume levels</li> <li>● Adjustable display brightness</li> <li>● Application launch pad</li> <li>● Auto-answer</li> <li>● Auto-detection of headset</li> <li>● Barge</li> <li>● Call forward</li> <li>● Call history lists</li> <li>● Call timer</li> <li>● Call waiting</li> <li>● Caller ID</li> <li>● Corporate directory</li> <li>● Conference</li> <li>● Direct transfer</li> <li>● Fast-dial service</li> <li>● Hold</li> <li>● Immediate divert</li> <li>● Join</li> <li>● Message-waiting indicator</li> <li>● Music on hold</li> <li>● Mute</li> <li>● Network profiles (automatic)</li> <li>● On- and off-network distinctive ringing</li> <li>● Personal directory</li> <li>● Predialing before sending</li> <li>● Privacy</li> <li>● Ring tone per line appearance</li> <li>● Shared line</li> <li>● Survivable Remote Site Telephony (SRST)</li> <li>● Time and date display</li> <li>● Transfer</li> <li>● Voicemail</li> </ul>	
Directories	The Cisco Unified IP Conference Phone 8831 identifies incoming messages and categorizes them for users on the screen. This feature allows you to quickly and effectively return calls using direct	

<b>Feature</b>	<b>KenGen Requirements</b>	<b>Bidders Response</b>
	dial-back capability. The corporate directory integrates with the Lightweight Directory Access Protocol Version 3 (LDAPv3) standard directory.	
Apps	The Apps soft key allows you to enter the Applications menu, where you are able to adjust display contrast, select background images (if available), and select from a large number of unique ringer sounds through the User Preference menu. Network configuration preferences also can be set up (usually by the system administrator). Configuration can be either automatically or manually set up for Dynamic Host Control Protocol (DHCP), Trivial File Transfer Protocol (TFTP), Cisco Unified Communications Manager, and backup Cisco Unified Communications Manager instances.	
Help	The online Help feature gives you information about the phone keys, buttons, and features. The pixel display allows for more flexible feature navigation and significantly expands the information viewed when using features such as Services, Information, Messages, and Directory. For example, the Directory button can show local and server-based directory information.	
Hold, Mute, and Redial keys	The Mute key is a fixed key. When it is active, the LED flashes on the Cisco Unified IP Conference Phone 8831 as well as on the optional wired and wireless microphone kits. Hold and Redial are provided as soft keys associated with the screen, and are always at the same position for easy access.	
Wired control panel	The panel allows easy control of the unit and viewing of the display without having to move the entire unit.	
Display	The conference station has a large high-resolution, graphical 3.5-inch backlit display (396 x 162 pixels).	
Speakerphone	The Cisco Unified IP Conference Phone 8831	

<b>Feature</b>	<b>KenGen Requirements</b>	<b>Bidders Response</b>
	<p>offers full-duplex high-quality wideband speakerphone technology. Included are Automatic Gain Control, comfort-noise generation, silence suppression and voice activity detection, Echo Suppression, and dynamic noise reduction, which reduces noise by up to 9 dB from constant noise sources such as fans or heating, ventilation, and air conditioning (HVAC) systems.</p> <p>A two-way high-fidelity loudspeaker system provides superior speech clarity versus traditional conferencing systems.</p>	
Volume control	The convenient Volume Control buttons on Cisco Unified IP Conference Phone 8831 provide for easy, decibel-level adjustments for the speakerphone and ringer.	
Quality-of-service (QoS) options	The Cisco Unified IP Conference Phone supports DHCP and 802.1Q/p standards. The conference station can also be configured with an 801.1Q VLAN header containing the VLAN ID overrides configured by the Admin VLAN ID.	
Multiple ring tones	User-adjustable ring tones are available.	
Security	The Cisco Unified IP Conference Phone 8831 supports device authentication through 802.1.x supplicant (TLS) and SRTP.	
Language support	<p>Arabic (Arabic Area)</p> <p>Bulgarian (Bulgaria)</p> <p>Catalan (Spain)</p> <p>Chinese (China)</p> <p>Chinese (Hong Kong)</p> <p>Chinese (Taiwan)</p> <p>Croatian (Croatia)</p> <p>Czech (Czech Republic)</p> <p>Danish (Denmark)</p> <p>Dutch (Netherlands)</p>	



<b>Feature</b>	<b>KenGen Requirements</b>	<b>Bidders Response</b>
	<p>English (United Kingdom)</p> <p>Estonian (Estonia)</p> <p>French (France)</p> <p>Finnish (Finland)</p> <p>German (Germany)</p> <p>Greek (Greece)</p> <p>Hebrew (Israel)</p> <p>Hungarian (Hungary)</p> <p>Italian (Italy)</p> <p>Japanese (Japan)</p> <p>Latvian (Latvia)</p> <p>Lithuanian (Lithuania)</p> <p>Korean (Korea Republic)</p> <p>Norwegian (Norway)</p> <p>Polish (Poland)</p> <p>Portuguese (Portugal)</p> <p>Portuguese (Brazil)</p> <p>Romanian (Romania)</p> <p>Russian (Russian Federation)</p> <p>Spanish (Columbia)</p> <p>Spanish (Spain)</p> <p>Slovak (Slovakia)</p> <p>Swedish (Sweden)</p> <p>Serbian (Republic of Serbia)</p> <p>Serbian (Republic of Montenegro)</p> <p>Slovenian (Slovenia)</p> <p>Thai (Thailand)</p> <p>Turkish (Turkey)</p>	
<p>Configuration options</p>	<p>You can configure IP address assignment statically or through the DHCP client.</p>	

## Specifications

Table 3 gives specifications of the Cisco Unified IP Conference Phone 8831, Table 4 provides temperature ratings, and Table 5 lists certifications for the conference station.

**Table 3.** System Specifications

Category	Specification	Statement Of Compliance										
Dimensions (H x W x D)	Base: 10.38 x 10.38 x 2.0 in. (15.05 x 26.35 x 5.08 cm) Control panel: 5.75 x 5.0 x 1.0 in. (14.61 x 12.7 x 2.54 cm) Microphones: 3.5 x 2.5 x 0.5 in. (8.89 x 6.35 x 1.27 cm) Charger tray: 6.5 x 4.5 x 0.75 in. (16.51 x 11.43 x 1.90 cm)											
Weight	<table border="0"> <tr> <td>Base</td> <td>3.50 lbs. (1,587.0 grams)</td> </tr> <tr> <td>DCU</td> <td>0.56 lbs. (253.0 grams)</td> </tr> <tr> <td>Wired Microphones</td> <td>0.15 lbs. (66.8 grams)</td> </tr> <tr> <td>Wireless Microphones</td> <td>0.14 lbs. (64.7 grams)</td> </tr> <tr> <td>Charger</td> <td>0.42 lbs. (191.9 grams)</td> </tr> </table>	Base	3.50 lbs. (1,587.0 grams)	DCU	0.56 lbs. (253.0 grams)	Wired Microphones	0.15 lbs. (66.8 grams)	Wireless Microphones	0.14 lbs. (64.7 grams)	Charger	0.42 lbs. (191.9 grams)	
Base	3.50 lbs. (1,587.0 grams)											
DCU	0.56 lbs. (253.0 grams)											
Wired Microphones	0.15 lbs. (66.8 grams)											
Wireless Microphones	0.14 lbs. (64.7 grams)											
Charger	0.42 lbs. (191.9 grams)											
Display	3.25 x 1.5 in. (8.26 x 3.81 cm); 396 x 162 pixels.											
Phone casing composition	Polycarbonate acrylonitrile butadiene styrene (ABS) textured plastic.											
Power requirements	<p>The Cisco Unified IP Conference Phone 8831 is an interoperable IEEE 802.3af PoE (Class 3 device); 48 VDC is required; it can be supplied locally at the desktop using an optional AC-to-DC power supply (CP-PWR-CUBE-3=).</p> <p>Use of the power supply also requires the use of one of the corresponding AC country cords listed in Table 7 later in this document.</p> <p>Use of a power supply (CP-PWR-CUBE-3=) is required when using the Cisco Unified IP Conference Phone 8831 in a daisy-chain configuration.</p>											

**Table 4. Temperature**

<b>Category</b>	<b>Range</b>	<b>Statement Compliance</b>	<b>Of</b>
Operational temperature	23~104°F (-5°C~40°C)		
Nonoperational temperature shock	-13~158 (-25~70°C)		
Temperature altitude (operational)	77°F (25°C) ambient condition to 9843 ft (3000m)		
Temperature altitude (non-operational)	Ambient condition to 15,000 ft (4572m)		
Temperature humidity (non-operational)	95% relative humidity		

Note that products with the CE marking in Table 5 indicate compliance with the 2006/95/EC and 2004/108/EC directives, which include the safety and EMC standards listed.

**Table 5. Regulatory Standards Compliance: Safety and EMC**

<b>Specification</b>	<b>Description</b>	<b>Statement Compliance</b>	<b>Of</b>
Regulatory compliance	Products should comply with CE Marking per directives 2004/108/EC and 2006/95/EC		
Safety	UL 60950-1 Second Edition Amd 1 CAN/CSA-C22.2 No. 60950-1 Second Edition Amd 1 EN 60950-1 Second Edition A11, A1, A12 IEC 60950-1 Second Edition Amd 1 AS/NZS 60950-1: 2011 GB4943 2011		
EMC: Emissions	FCC Part 15 Subpart B Class B AS/NZS 3548 CISPR22 Class B EN55022 Class B ICES-003 Class B VCCI Class B KN22 Class B CNS13438 Class B		

<b>Specification</b>	<b>Description</b>	<b>Statement Compliance</b>	<b>Of</b>
EMC: Immunity	EN55024 CISPR24 EN300386 KN24		
EMC: Radio DECT	FCC Part 15 Subpart D IC RSS-213 EN 301 406		
Telecom	AUS AS/ACIF S004 - Hands-free Send Frequency Response		

Cisco Call Control

<b>Product Name</b>	<b>Part Number</b>	<b>Statement Compliance</b>	<b>Of</b>
CP-8831-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for North America		
CP-8831-J-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for Japan		
CP-8831-EU-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for APAC, EMEA, and Australia		
CP-8831-LA-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for Latin America		
CP-8831-TW-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for Taiwan		
CP-8831-BR-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for Brazil		
CP-8831-NR-K9=	Cisco Unified IP Conference Phone 8831 base and control panel with no DECT radio support. Available worldwide. The DECT radio is disabled for regions where doing so is required for regulatory compliance		

<b>Product Name</b>	<b>Part Number</b>	<b>Statement Compliance</b>	<b>Of</b>
CP-8831-DC-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for North America. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>		
CP-8831-DC-J-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for Japan. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>		
CP-8831-DC-EU-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for APAC, EMEA, and Australia. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>		
CP-8831-DC-LA-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for Latin America. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>		
CP-8831-DC-TW-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for Taiwan. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>		
CP-8831-DC-BR-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for Brazil. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>		
CP-8831-DC-NR-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit with no DECT radio support. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>		

**Table 7. Ordering Information – Third-Party SIP-Based Call Control**

<b>Part Number</b>	<b>KenGen Requirement</b>	<b>Bidders Response</b>
CP-8831-3PCC-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for North America non Cisco call control platforms	
CP-8831-3P-J-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for Japan non Cisco call control platforms	
CP-8831-3P-EU-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for APAC, EMEA, and Australia non Cisco call control platforms	
CP-8831-3P-LA-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for Latin America non Cisco call control platforms	
CP-8831-3P-TW-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for Taiwan non Cisco call control platforms	
CP-8831-3P-BR-K9=	Cisco Unified IP Conference Phone 8831 base and control panel for Brazil non Cisco call control platforms	
CP-8831-3PD-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for North America non Cisco call control platforms. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>	
CP-8831-3PD-J-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for Japan non Cisco call control platforms. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>	
CP-8831-3PD-EU-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for APAC, EMEA, and Australia non Cisco call control platforms. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>	
CP-8831-3PD-LA-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for Latin America non Cisco call control	

<b>Part Number</b>	<b>KenGen Requirement</b>	<b>Bidders Response</b>
	platforms. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>	
CP-8831-3PD-TW-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for Taiwan non Cisco call control platforms. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>	
CP-8831-3PD-BR-K9=	Optional Cisco Unified IP Conference Phone 8831 Daisy Chain Kit for Brazil non Cisco call control platforms. Kit contains: <ul style="list-style-type: none"> <li>● Cisco Unified IP Conference Phone 8831 Base Unit</li> <li>● Daisy Chain Cable (18 ft, 5.5 m)</li> </ul>	

8831 Accessories

<b>Part Number</b>	<b>KenGen Requirement</b>	<b>Bidders Response</b>
CP-8831-MIC-WRLS=	Optional Cisco Unified IP Conference Phone 8831 Wireless Microphone Kit includes: <ul style="list-style-type: none"> <li>● 2 DECT Wireless Microphones</li> <li>● Charging Station for Microphones</li> <li>● Power Supply</li> <li>● Batteries</li> </ul>	
CP-8831-MIC-BATT=	Spare Batteries for Wireless Satellite Microphones. Includes 2 batteries.	
CP-MIC-WIRED-S=	Optional Cisco Unified IP Conference Phone 8831 Wired Microphone Kit. Kit includes: <ul style="list-style-type: none"> <li>● 2 Wired microphones</li> </ul>	
CP-8831-DCU-S=	Spare Cisco Unified IP Conference Phone 8831 Display Control Unit (DCU)	
CP-8831-DC-CBL=	Optional Daisy Chain Cable for the Cisco Unified IP Conference Phone 8831. For Daisy Chaining 2 Cisco Unified IP Conference Phone 8831's together (18 ft, 5.5 m)	

<b>Part Number</b>	<b>KenGen Requirement</b>	<b>Bidders Response</b>
CP-PWR-CUBE-3=	Cisco Power Cube 3	
CP-PWR-CORD-UK==		
CP-PWR-CORD-UK=	Power Cord United Kingdom	



## SECTION G: PRICE SCHEDULE

The Bidder must itemize all charges for individually identifiable components of the proposed structured cabling including all associated installation, programming, and uplink back bone fibre cabling. The Bidder must include charges for all components required to connect all applications; all design charges, including any software licenses

The proposal shall detail the following price schedules:

A schedule for the infrastructure hardware, including active and passive devices and all associated peripherals.

A separate schedule of the installation charges that include onsite services

A separate schedule of any warranties which may apply.

The table below serves as a guide and is not exhaustive the bidder must itemize all items Hardware/ Software / Passive devices necessary to meet the specifications/ requirement as described elsewhere in this document.

Note: A bidder **must complete** all tables in the **COMPLIED COLUMN** indicating **YES** if the specification has been met and **NO** for otherwise. Incomplete tables will lead to disqualification. **Strictly use** specification tables provided in the response field (complied)

**SECTION G**

Item Number	Item Description	Quantity	Basic Unit Price exclusive of all levies & charges	Any other levies/Tax (Please specify)	Unit Price inclusive of all levies/ Taxes	Total Price inclusive of all levies/ Taxes
1.	IP phone Cisco 8841	50				
2.	IP phone Cisco 7841	300				
3.	IP phone Cisco 8845	40				
4.	IP phone Cisco 8831	6				
5.	CUCM Ver 9.1 Licences for Cisco devices being procured	LOT				
6.	SRST Licences	200				
7.	PhonEX ONE maintenance and help desk support for Plug#102422. For 2 (Two years) Part No. PhonEX –Sup	LOT				
8.	I year smart net shared support and all the necessary licences for all the devices	LOT				

9.	Other necessary hardware/software/passive devices necessary to meet specification/Scope of the project					
10	Itemize					
	Total					
	VAT					
	Total Inclusive of VAT					

TOTAL CARRIED TO THE FORM OF TENDER:

---

TENDERER'S NAME:

---

TENDERER'S SIGNATURE

---

COMPANY'S RUBBER STAMP

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**NOTE**

*All items in the schedule must be quoted to be considered responsive.*

*Award shall be based on the total lowest evaluated bid for all items in the schedule.*

*Documentary evidence to prove that the equipment offered comply with the Technical Specifications must be provided.*

*The bids must be as per the Technical Specifications in the Tender Document.*

*Bids that do not conform to the Technical Specifications will be disqualified.*

**SECTION VIII  
STANDARD FORMS**

**8.1 FORM OF TENDER**

To: \_\_\_\_\_

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

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

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

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

4. We agree to abide by this Tender for a period of ..... *[the date ending the 90 days tender validity period )*from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

**Note:** In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2017** **“The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.**

### 8.3 TENDER SECURITY FORM

**WHEREAS** ..... [name of the tenderer]  
(hereinafter called “the tenderer”) has submitted its tender dated ..... [date of  
submission of tender] for ..... [name and/or  
description of the equipment] (hereinafter called “the Tender”)

**KNOW ALL PEOPLE** by these presents that **WE** ..... of  
..... having our registered office at .....  
(hereinafter called “the Bank”), are bound unto the **Kenya Electricity Generating Company  
Limited** (hereinafter called “the Procuring entity”) in the sum of ..... for  
which payment well and truly to be made to you, 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 the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[Signature of the bank] \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

## 8.4 CONTRACT FORM

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between  
..... [name of **the Employer**] of ..... [country of **the Employer**] (hereinafter  
called "**the Employer**") of the one part and ..... [name of **the Supplier**] of  
..... [city and country of **the Supplier**] (hereinafter called "**the Supplier**") of the other  
part;

**WHEREAS the Employer** invited tenders for ..... ] and has accepted a tender by the  
tenderer for the supply of ..... in the sum of ..... [contract  
price in words and figures] (hereinafter called "the Contract Price).

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity's Notification of Award and Tenderer's Acceptance
  - (g) Applicable addenda and clarifications
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_  
\_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM  
(To be on the Banks Letterhead)**

To .....  
*[name of Procuring entity]*

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

*(Must be filled by all applicants or Tenderers' who choose to participate in this tender)*

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

**Part 1 – General**

Business Name:..... Certificate of Incorporation / Registration No. .... Location of business premises: Country ..... Physical address ..... Town ..... Building ..... Floor..... Plot No. .... Street / Road ..... Postal Address ..... Postal / Country Code..... Telephone No's..... Fax No's. .... E-mail address ..... Website ..... Contact Person (Full Names) ..... Direct / Mobile No's..... Title ..... Power of Attorney (Yes / No) If Yes, attach written document. Nature of Business (Indicate whether manufacturer, distributor, etc) .....

**(Applicable to Local suppliers only)**

Local Authority Trading License No. .... Expiry Date ..... Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (USD/KShs)

Was this successfully undertaken? Yes / No. ....(If Yes, attach reference) Name (s) of your banker (s) Branches ..... Tel. No's. ....

**Part 2 (a) – Sole Proprietor (if applicable)**

Full names ..... Nationality..... Country of Origin..... Company Profile ..... (Attach brochures or annual reports in case of public company)

**Part 2 (b) – Partnerships (if applicable)**

Give details of partners as follows: Full Names Nationality Citizenship Details Shares 1. .... 2. .... 3. .... 4. .... Company Profile .....(Attach brochures)

**Part 2 (c) – Registered Company (if applicable)**

Private or public ..... Company Profile .....(Attach brochures or annual reports in case of public companies) State the nominal and issued capital of the Company Nominal KShs ..... Issued KShs ..... List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-



**Full Names Nationality Citizenship Details Shares**

- 1.....
- 2.....
- 3.....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names .....

Signature .....

Dated this .....day of .....2017.

In the capacity of .....

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

**Part 2 (e) – Criminal Offence**

I/We, (Name (s) of Director (s)):-

- a) .....
- b) .....
- c) .....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed .....

For and on behalf of M/s

.....

In the capacity of

.....

Dated this .....day of .....2017.

Suppliers' / Company's Official Rubber Stamp

.....

**Part 2 (f) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a) .....
- b) .....
- c) .....
- d) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2017

Suppliers' / Company's Official Rubber Stamp

.....

**Part 2 (g) – Interest in the Firm:**

Is there any person/persons in the Privatization Commission or any other public institution who has interest in the Firm? Yes/No ..... (Delete as necessary) Institution .....

.....

(Title) (Signature) (Date)

**Part 2(h) – Experience**

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

**Company Name Country Contract/ Order No. Value**

1.....  
2.....  
3.....  
Contact person (Full Names) .....  
E-mail address.....  
Cell phone no .....

**Part 2(i) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give the Privatization Commission authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

.....  
Signature.....

For and on behalf of M/s .....

In the capacity of

.....  
Dated this ..... day of .....2017.

Suppliers' / Company's Official Rubber Stamp

.....