



KENYA RURAL ROADS AUTHORITY

REVISED

TENDER DOCUMENT FOR

MAINTENANCE OF WIDE AREA NETWORK (WAN) & PROVISION OF INTERNET SERVICES IN KeRRA HEAD OFFICE AND 47 REGIONAL OFFICES

TENDER NO. KeRRA/011/38/34/2019-20

CLOSING DATE: 11TH MARCH, 2020 AT 11.00 A.M.

FEBRUARY, 2020

**DEPUTY DIRECTOR -ICT
KENYA RURAL ROADS AUTHORITY P.O.
BOX 48151 – 00100
NAIROBI.**

**THE DIRECTOR GENERAL
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SECTION II – INVITATION TO TENDER

TENDER REF: KeRRA/011/38/34/2019-2020

TENDER NAME: MAINTENANCE OF WIDE AREA NETWORK (WAN) AND PROVISION OF INTERNET SERVICES TO KERRA HEAD OFFICE AND 47 REGIONAL OFFICES.

- 1.1 Kenya Rural Roads Authority invites sealed tenders from eligible candidates for Maintenance of Wide Area Network (WAN) & Provision of Internet Services at KeRRA Head Office and 47 Regional Offices.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenya Rural Roads Authority, Supply Chain Management Office, situated at the, Block 'B' 3rd Floor, South Wing, Barabara Plaza, off Mombasa Road, Opposite KCAA along Airport South Road, JKIA, Nairobi, during normal working hours.
- 1.3 A complete tender document may be downloaded by interested candidates from our website www.kerra.go.ke free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of One Hundred Fifty (150) days from the closing date of the tender.
- 1.5 There will be a Mandatory Pre-tender site visit at the Head Office and Regional offices respectively. Head Quarters is scheduled on 20th February, 2020 at 10.00A.M. at the Kenya Rural Roads Authority Information Communications Technology (ICT) Department, located at 2nd Floor South Wing, Headquarters Barabara Plaza Block 'B', Off Mombasa Road, Opposite KCAA along Airport South Road, JKIA, Nairobi. However, all tenderers should make their own arrangements to carry out pre-tender site-visit at least Five (05) KeRRA Regional Offices at their own convenient time during normal working hours before the close of the tenders. Bidders MUST ensure that Site Visit forms are duly filled and signed by the appointed KeRRA official.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Kenya Rural Roads Authority, Block 'B' Ground Floor, West Wing, Barabara Plaza, off Mombasa Road, Opposite KCAA along Airport South Road, JKIA, Nairobi. So as to be received on or before **Wednesday 11th March, 2020 at 11.00AM** or be addressed:

**The Director General,
Kenya Rural Roads Authority,
Barabara Plaza, off Mombasa Road,
Opposite KCAA along Airport South Road, JKIA, Nairobi.
P.O Box 48151-00100, Nairobi Kenya.**

- 1.7 Tenders will be opened immediately thereafter in the presence of the bidders representatives who choose to attend at the Boardroom, Kenya Rural Roads Authority, Block 'B' Ground Floor, West Wing, Barabara Plaza, off Mombasa Road, Opposite KCAA along Airport South Road, JKIA, Nairobi.
- 1.8 Bids not received at the submission venue by the closing time will not be accepted for opening and will be rejected and returned unopened.

Deputy Director Supply Chain Management
For: Director General

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturer's authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by 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 who have received the tender documents"

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

2.5 Amendment of documents

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.6 Documents Comprising the Tender

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

- i) A Tender Form and a Price Schedule completed in accordance with paragraph 2.7 and 2.8 below.
- ii) Documentary evidence established in accordance with Clause 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- iii) Tender security furnished is in accordance with Clause 2.11
- iv) Confidential business questionnaire

2.7 Form of Tender

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

2.8 Tender Prices

- 2.8.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.8.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.8.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.19.
- 2.8.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.8.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.8.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Tender Currencies

- 2.9 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers2.10 Tenderers, Eligibility and Qualifications.

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

2.11 Tender Security

- 2.11.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.11.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.11.3 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 2.12.7
- 2.11.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.11.5 Any tender not secured in accordance with paragraph 2.11 and will be rejected by the Procuring entity as non-responsive.

2.11.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.11.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.25, and furnishing the performance security, pursuant to paragraph 2.26.

2.11.8 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 2.25
 - or**
 - (ii) to furnish performance security in accordance with paragraph 2.26.
- (c) If the tenderer rejects, correction of an error in the tender.

2.12 Validity of Tenders

2.12.1 Tenders shall remain valid for 150 days or as specified in the invitation to tender after 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 nonresponsive.

2.12.2 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 2.17 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.

2.13 Format and Signing of Tender

2.13.1 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.

2.13.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the

contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.14 Sealing and Marking of Tenders

- 2.14.1 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.

The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing),”

- 2.14.2 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”. —

- 2.14.3 If the outer envelope is not sealed and marked as required by paragraph 2.14.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.15 Deadline for Submission of Tenders

- 2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.14.1 no later than (*day, date and time of closing*)

- 2.15.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.16 Modification and withdrawal of tenders

- 2.16.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

- 2.16.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.16. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.16.3 No tender may be modified after the deadline for submission of tenders.

2.16.4 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 2.11.8.

2.16.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.16.6 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.

2.17 Opening of Tenders

2.17.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ... (*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.17.2 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.

2.17.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.18 Clarification of tenders

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

2.18.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.19 Preliminary Examination and Responsiveness

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

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

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

2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.21 and 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.

2.19.5 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 nonconformity.

2.20 Conversion to a single currency

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

2.21 Evaluation and comparison of tenders.

2.21.1 The procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.19

2.21.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.21.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.21.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.21.4 Pursuant to paragraph 23.2 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender

price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

2.22. Contacting the procuring entity

2.22.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.22.2 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 tenderers tender.

2.23 Award of Contract

a) Post qualification

2.23.1 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.

2.23.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information, as the Procuring entity deems necessary and appropriate.

2.23.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the 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

2.23.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.23.5 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.24 Notification of award

2.24.1 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.

2.24.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.24.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 3.5, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.11

2.25 Signing of Contract

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

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

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

2.26 Performance Security

2.26.1 Within thirty (30) 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.

2.26.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30 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 or call for new tenders.

2.27 Corrupt or Fraudulent Practices

- 2.27.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.27.2 The procuring entity will reject a Tender 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;
- 2.27.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.28 Joint Venture

If the Applicant comprises a number of firms combining their resources in a joint venture, the legal entity constituting the joint venture and the individual partners in the joint venture shall be registered in eligible source countries and shall otherwise meet the requirements of Clause 2.1 and 2.19 above.

- 2.28.1 The joint venture must satisfy collectively the qualifying criteria of Clause 2.23 –Appendix to Instructions to Tenderers
- 2.28.2 Each partner in the joint venture must satisfy the mandatory requirements criteria individually.
- 2.28.3 In accordance with the above, the Application shall include all related information required under Clause 2.1.2 for individual partners in the joint venture.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Each partner in the joint venture must satisfy the mandatory requirements criteria individually / independently.

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	Tender is open to all Eligible citizens
1.3	Tender documents can be obtained free of charge from the Kenya Rural Roads Authority Website: www.kerra.go.ke
2.10	Prices must be in Kenya Shillings only and it must be inclusive of all taxes
2.11	<p>Particulars of eligibility and qualifications documents of evidence required as follows;</p> <p>Stage 1: Mandatory Requirements</p> <ol style="list-style-type: none"> 1) Attach Certified Copy of Certificate of Incorporation/Registration 2) Attach Copy of Valid Tax Compliance Certificate 3) VAT/PIN Certificate. 4) Current Certified CR12 Certificate from the Registrar of Companies. This should be provided with certified copies of identification documents of Directors (ID or Passport) 5) Attach Certified valid Copy of Current City, municipal or County Council trade license or business permit. 6) Attach ISP License from CAK (Communications Authority of Kenya) 7) Attach Experience of at least the past Five (5) years in Installation, Maintenance of Wide Area Network (WAN) & Provision of Internet Service in Kenya for public entities and/or 8) Attach Duly filled pre tender site visit forms for Head Office and at-least Five (5) regions. 9) Tender validity period of One Hundred Fifty (150) days from the tender opening date. 10) Attach duly filled Form of Tender. 11) Attach duly filled Confidential Business Questionnaire 12) Attach Sworn Affidavit on Litigation history 13) Submit a written Power of Attorney Authorizing the signatory of the bid to commit the bidder 14) Attach copies of Audited Financial Statements for the last three (3) years i.e. 2018, 2017 and 2016

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
	16) Properly and dully filled, signed and stamped Anti-Corruption Declaration Form. 17) Properly and dully filled, signed and stamped Self-Declaration Form 18) All pages of the submitted documents to be serialized/paginated (i.e. 1,2,3,4,5)
2.12	Bidders shall provide a tender security of Kshs. 150,000.00 in form of unconditional bank guarantee from a reputable bank in Kenya and shall be valid for a period of One Hundred & Fifty (150) days from the date of tender opening. Bidders who will submit bid bond of lesser value/validity shall be disqualified.
2.13.1	The tender shall remain valid for a period of One Hundred Fifty (150) days from the date of opening.
2.14.1	<i>Bidders shall provide One (1) “ORIGINAL” copy of the tender document clearly Marked “Original” and One (1) copy clearly Marked “COPY” all placed in one envelope.</i>
2.15	Closing date shall be 11th March, 2020 at 11.00 a.m.
2.16	The contract will be awarded to the Lowest Evaluated Bidder.
	Post qualification Evaluation
2.17	The Procuring Entity shall carry out due diligence on bidder’s Performance to authenticate their experiences
2.18	There will be a Mandatory Pre-tender site visit at the Head Office and Regional offices Respectively. Head Quarters is scheduled on 20th February, 2020 at 10.00A.M. at the Kenya Rural Roads Authority Information Communications Technology (ICT) Department, located at 2 nd Floor South Wing, Headquarters Barabara Plaza Block ‘B’, Off Mombasa Road, Opposite KCAA along Airport South Road, JKIA, Nairobi. However, all tenderers should make their own arrangements to carry out pre-tender site-visit at least Five (05) KeRRA Regional Offices at their own convenient time during normal working hours before the close of the tenders. Bidders MUST ensure that Site Visit forms are duly filled and signed by the appointed KeRRA official.

EVALUATION CRITERIA

Tenders received will be evaluated in three stages as detailed below:

Stage 1: Compliance with Preliminary Requirements

Stage 2: The Technical Evaluation (Capacity to Deliver the Service)

Stage 3: The Financial Evaluation (quoted prices)

Stage 1: Preliminary Requirements: *Firms that do not meet any of the following mandatory requirements shall be rejected at this stage.*

STAGE 1: PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Requirements
1)	Attach Certified Copy of Certificate of Incorporation/Registration
2)	Attach Copy of Valid Tax Compliance Certificate
3)	VAT/PIN Certificate.
4)	Current Certified CR12 Certificate from the Registrar of Companies. This should be provided with certified copies of identification documents of Directors (ID or Passport)
5)	Attach Certified valid Copy of Current City, municipal or County Council trade license or Business permit.
6)	Attach ISP License from CAK (Communications Authority of Kenya)
7)	Attach Experience of at least the past Five (5) years in Installation, Maintenance of Wide Area Network (WAN) & Provision of Internet Service in Kenya for public entities and/or
8)	Attach Duly filled pre tender site visit forms for Head Office and at-least Five (5) regions.
9)	Tender validity period of One Hundred Fifty (150) days from the tender opening date.
10)	Attach duly filled Form of Tender.
11)	Attach duly filled Confidential Business Questionnaire
12)	Attach Sworn Affidavit on Litigation history
13)	Submit a written Power of Attorney Authorizing the signatory of the bid to commit the bidder
14)	Attach copies of Audited Financial Statements for the last three (3) years i.e. 2018, 2017 and 2016
15)	Properly filled, signed and stamped Confidential Business Questionnaire
16)	Properly and dully filled, signed and stamped Anti-Corruption Declaration Form.
17)	Properly and dully filled, signed and stamped Self-Declaration Form
18)	Bidders shall provide a tender security of Kshs. 150,000.00 in form of unconditional bank guarantee from a reputable bank in Kenya and shall be valid for a period of One Hundred & Fifty (150) days from the date of tender opening. Bidders who will submit bid bond of lesser value/validity shall be disqualified
19)	All pages of the submitted documents to be serialized/paginated (i.e 1,2,3,4,5)

NB

Bidders must meet ALL of the above mandatory requirements to proceed to the next stage of Technical Evaluation.

STAGE 1I: TECHNICAL EVALUATION (*Capacity to Deliver the Service*)

Technical evaluation criteria shall be as follows: -

Section 1: Conformity to Technical requirement of the Service as provided in section V “technical specifications”

Section 2: In addition to meeting the technical specifications in section V the following detailed aspects of the technical requirements and competency of the firm will be evaluated as per the following criteria

Section 1

S/No	EVALUATION CRITERIA	Bidder's Response	Pass/Fail
1	Specific Experience		
	(a) Nature of Business should be an ISP company and must have been in existence for at least Five (5) Years.		
	(b) Provide proof in form of L.S.O's, and/or Signed contracts or Completion Certificates for similar services in at least Three (3) reputable firms and/or government agencies. For those with on-going contracts they should provide proof of having successfully completed at least two years of the contract.		
	(c) In addition, provide at least Three (3) reference letters from your clients over the last Five (5) years.		
2	Technical Specifications Compliance to Requirements & Technical Specifications as per sections V & VI		
	(a) Provision of a WAN & Internet with at least 240 Mbps of dedicated data to KeRRA Head office		
	(b) Table of the Proposed solution by region Fiber connectivity being the most preferable option		
	(c) Provision of WAN connectivity & Backup through SDWAN solution		
	(d) Provision of network monitoring & management solution		
	(e) Provision of adequate annual licensing for the current KeRRA firewall		
	(f) Provision of endpoint Network based Antivirus solution for minimum 700 users and possibility of scaling up to 800 users.		
3	Project Staff; Provide a list of qualified staff in the company including 1 project Manager and at least 5 Technical Staff for successful project implementation		
4	Delivery; Provide a written undertaking to deliver equipment and install the system within Sixty (60) days after contract signing		
5	Maintenance / Support; Provide Comprehensive support and maintenance schedule including 24/7 online support for the duration of the contract period.		
	RECOMMENDATION (RESPONSIVE/ NON –RESPONSIVE)		

Section 2 DETAILED TECHNICAL EVALUATION –

	ITEM		EVALUATION CRITERIA	Bidder's Response	Pass / Fail
1	Provision of 240 Mbps Dedicated Internet at KeRRA Head Offices with assured uptime of at least 99.75%	(a)	The ISP shall be required to install and commission 240Mbps on Fiber at the Client's Head Office at Barabara Plaza Plaza Block B Mombasa Road.		
		(b)	The ISP shall be required to provide Uptime guarantee and Service level agreement to ensure Fulltime availability of the link.		
2	Provision of WAN to KeRRA's 47 Regional Offices.	(a)	The ISP shall provide a reliable (SDWAN) Software-Defined Wide Area Network Connectivity between the client's Head Office and her 47 Branch/ Regional Offices. The Branch/ Regional Offices are in all the 47 counties		
		(b)	The capacity required at each branch is 4 Mbps. Usage monitored and automatically distributed through the SDWAN technology		
		(c)	WAN services shall be full duplex, automatically distributed based on priority and utilization to each end site and aggregation site (HQ)		
3	Primary Link		Each of the Sites in the regional offices shall have a Fiber primary link. The Provider Shall provide uptime guarantee on the link provided.		
4	KeRRA's 47 Regional Offices shall have access to the internet through the Head Office.		Each Regional Office shall have Internet connection through the Head Office. The ISP shall ensure the regional links to the Head Office are uninterrupted and internet access will be fast and reliable.		
5	Maintenance and Support		The ISP shall be responsible for the active network hardware/components provided and shall ensure that they will be under comprehensive maintenance i.e. the ISP shall be responsible for providing service and repairing/replacement of parts/components at no additional cost to KeRRA for the period of the contract.		
6	Infrastructure	a)	The ISP shall have her own infrastructure. The ISP MUST disclose to KeRRA where MOUs' with third party vendors' are in existence. Failure to disclose shall result to disqualification of the vendor's application.		
		(b)	The ISP shall configure CPE (customer service equipment's) and shall not disclose to any party		

	ITEM		EVALUATION CRITERIA	Bidder's Response	Pass / Fail
			KeRRA's IP addresses, routing configuration and Domain name services. In sites where some of the already installed LAN network devices are faulty, the ISP shall provide & configure the same accordingly at no extra cost.		
7	Quality of Service		The ISP shall implement end to end Quality of Service (QoS) via the SDWAN. The Bidder shall demonstrate how traffic prioritization shall be done for the Apps and VOIP		
8	Service Availability		The ISP shall ensure that the internet services shall be available 24/7 with minimum interruptions. The ISP shall provide redundancy on a 24/7, 365 days on equal proportions to the procured services.		
9	Security	(a)	The ISP must guarantee absolute network security in the shared infrastructure.		
		(b)	The Authority currently has Fortinet Fortigate Firewall security to protect its internal network against unauthorized access into its network and other internet threats while allowing users access to the internet The bidder shall be expected to provide required annual Firewall licenses including FortiSandbox for the duration of the contract. This shall be tailored to meet the clients' preference.		
10	Network Management	(a)	The bidder must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team.		
		(b)	NMS should support monitoring, control and configuration of the entire network by means of user-friendly Graphical User Interfaces		
		(c)	NMS should be able to support the following functionalities;		
			(i) Discover network components such as devices & links		
			(ii) Support layer 2 and layer 3 discoveries		
			(iii) Report failures and events via email, SMS & WhatsApp		
			(iv) Receive SNMP trap messages		
			(v) Generate Customized Reports		
			(vi) Network Inventory Management		
		(d)	The ISP Shall provide training for KeRRA's staff on the NMS.		
11	Domain and Web Hosting		The ISP shall renew KeRRA Domain, provide Web application Hosting for KeRRA systems and email smart host services for the contract period.		
12	Provision of Anti-virus solution		The Authority is currently running Kaspersky's End Point Security for its enterprise network. The Bidder shall be expected to provide an antivirus solution for at least 700 users during the contract period.		

	ITEM		EVALUATION CRITERIA	Bidder's Response	Pass / Fail
13	Voice Support for Cisco OP PBX		The bidder shall provide support for the Authority's current Cisco OP PBX and ensure voice quality and management of the VOIP channels.		
14	Fault Handling		The ISP shall provide a fault handling scheme and an escalation matrix. All faults shall be issued with a Service number and shall be handled within 1 hour on the maximum.		
15	Internet Usage Reports		The provider shall provide quarterly internet and network usage reports to assess the performance of the ISP for both the HQ and Regional office.		
16	Service Level Agreement		The ISP MUST provide the client with a sample of their SLA which will form basis of negotiation.		
17	Transition Plan		The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for KeRRA's transition team. The transition plan is to outline the expectations the supplier team would have of KeRRA and the information or task KeRRA is to provide the supplier and the date any information or task would be required.		
18	Financial Capacity	(a)	Attach copies of Audited Financial Statements for the last Three (3) years i.e. 2018, 2017 and 2016 or and 2019 if available.		
		(b)	Cash flow of Kshs. Ten (10) Million equivalent working capital		
		(c)	Average Turnover of Kshs Twenty (20) Million. Attach companies audited account for the last Three (3) years		
			RESPONSIVE/NON-RESPONSIVE		

Prior to award, Due diligence shall be done on the lowest evaluated bidder and this will include a visit to the reference sites where the WAN-Internet solution has been implemented. Bidders must attain a PASS in all the areas above to proceed to Financial Evaluation

STAGE III FINANCIAL EVALUATION

Bidders **MUST** meet the following:

The Bidder who shall be determined as the **Lowest Evaluated Bidder** shall be considered and recommended for award.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between 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 services” means services to be provided by the contractor including materials and incidentals, which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

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 services under the contract or any part thereof.

3.5 Performance Security

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

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

- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.
- 3.7 Inspections and Tests**
- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.
- 3.8 Payment**
- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC
- 3.9 Prices**
- Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.
- 3.10 Assignment**
- The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.
- 3.11 Termination for Default**
- 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 provide any or all of the services 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.

3.11.1 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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC

Table 4.1 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1 Definitions	<input type="checkbox"/> The Procuring entity means Kenya Rural Roads Authority
3.2 Application	<input type="checkbox"/> The General and Special condition shall apply to this contract for the procurement of Maintenance of Wide Area Network (WAN) and Provision of Internet Services in KeRRA Head Office and 47 Regional Offices for a period of three years' renewable once for a similar period based on the performance.
3.3 Performance Security	<input type="checkbox"/> The successful bidder shall furnish the employer with a Performance Security, 5% of the contract price. The Performance Security shall be presented in the form of a bank guarantee issued by a bank operating in Kenya and shall be in a format prescribed by the employer. <input type="checkbox"/> The proceeds of the Performance Security shall be payable to KeRRA as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
3.4 Payment	Maintenance Costs <input type="checkbox"/> Invoicing shall be done on a Quarterly basis and payments shall be effected Thirty (30) days after receipt of invoice Penalties <input type="checkbox"/> Penalty/liquidated damages of 2% of the invoice value shall be charged if the cumulative downtime is greater than 24 hours in a month <input type="checkbox"/> Cumulative Monthly downtime shall be computed as (Monthly Downtime/Expected Monthly Uptime) *100%

<p>3.5 Resolution of Disputes</p>	<p>□ 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.</p> <p>All Data, Records and Reports relating to Kenya Rural Roads Authority and the customers of the Kenya Rural Roads Authority (collectively, “Records”), whether in existence at the Execution Date hereof or compiled thereafter in the course of performing the Services, shall be treated by Service Provider and its subcontractors as the exclusive property of Kenya Rural Roads Authority.</p> <p>Upon request by Kenya Rural Roads Authority at any time and from time to time and without regard to any status of the parties under the Agreement, the Service Provider and/or its subcontractors shall promptly deliver to Kenya Rural Roads Authority the Records in electronic format as exists on the date of the request by Kenya Rural Roads Authority.</p>
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SECTION V-TECHNICAL SPECIFICATIONS

Tenderers must indicate on the specifications sheets whether the commodities offered comply with each specified requirement.

5.1.1 Any deviation from the basic requirements must be explained in details. KeRRA reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the commodity.

5.1.2 The tenderers are requested to present information along with their offers as follows:

- (i) Detailed Technical proposal and drawing of the proposed service.
- (ii) Detailed Service Level Agreement.
- (iii) Detailed Work plan.
- (iv) Detailed User Training Plan
- (v) Certified CVs and certificates of implementation and support team.
- (vi) Information on proper representative, support and maintenance including their names and addresses.

SCOPE OF WORKS TECHNICAL SPECIFICATIONS

1. Technical Requirements:

The following technical requirements must be met by all bidders and these requirements must be committed in bidder's tender.

ITEM	DELIVERABLE	Bidder's Response
Provision of 240 Mbps Internet at KeRRA Head Offices with assured uptime of at least 99.75%	The ISP shall be required to install and commission 240Mbps on Fiber at the Client's Head Office at Barabara Plaza Plaza Block B Mombasa Road.	
	The ISP shall be required to provide Uptime guarantee and Service level agreement to ensure Fulltime availability of the link.	
Provision of WAN to KeRRA's 47 Regional Offices.	The ISP shall provide a reliable (SDWAN) Software-Defined Wide Area Network Connectivity between the client's Head Office and her 47 Branch/ Regional Offices.	
	The Branch/ Regional Offices are in all the 47 counties The capacity required at each branch shall be at least 4 Mbps, usage monitored and automatically distributed through the SDWAN technology	
	WAN services shall be full duplex, automatically distributed based on utilization to each end site and aggregation site (HQ)	
Primary Link	Each of the Sites in the regional offices shall have a Fiber primary link. The Provider Shall provide uptime guarantee on the link provided.	
KeRRA's 47 Regional Offices shall have access to the internet through the Head Office.	Each Regional Office shall have Internet connection through the Head Office. The ISP shall ensure the regional links to the Head Office are uninterrupted and internet access will be fast and reliable.	
Maintenance and Support	The ISP shall be responsible for the active network hardware/components provided and shall ensure that they will be under comprehensive maintenance i.e. the ISP shall be responsible for providing service and repairing/replacement of parts/components at no additional cost to KeRRA for the period of the contract.	

ITEM	DELIVERABLE	Bidder's Response
Infrastructure	The ISP shall have her own infrastructure. The ISP MUST disclose to KeRRA where MOUs' with third party vendors' are in existence. Failure to disclose shall result to disqualification of the vendor's application.	
	The ISP shall configure CPE (customer service equipment's) and shall not disclose to any party KeRRA's IP addresses, routing configuration and Domain name services. In regions where some of the already installed LAN network devices are faulty, the ISP shall provide & configure the same accordingly at no extra cost.	
Quality of Service	The ISP shall implement end to end Quality of Service (QoS) via the SDWAN. The Bidder should demonstrate how the traffic prioritization shall be done for the Apps and VOIP.	
Service Availability	The ISP shall ensure that the internet services shall be available 24/7 with minimum interruptions. The ISP shall provide redundancy on a 24/7, 365 days on equal proportions to the procured services.	
Security	The ISP must guarantee absolute network security in the shared infrastructure.	
	The Authority currently has Fortinet Fortigate Firewall security to protect its internal network against unauthorized access into its network and other internet threats while allowing users access to the internet. The bidder shall be expected to provide required annual Firewall licenses including FortiSandbox for the duration of the contract. This shall be tailored to meet the clients' preference.	
Network Management	The bidder must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team.	
	NMS should support monitoring, control and configuration of the entire network by means of user-friendly Graphical User Interfaces.	
	NMS should be able to support the following functionalities;	
	▪ Discover network components such as devices and links	
	▪ Support layer 2 and layer 3 discoveries	
	▪ Report failures and events via email, SMS or WhatsApp	
	▪ Receive SNMP trap messages	
	▪ Generate Customized Reports	
	▪ Network Inventory Management	
	The ISP Shall provide training for KeRRA's staff on the NMS.	
Domain and Web Hosting	The ISP shall renew KeRRA Domain, provide Web application Hosting for KeRRA systems and email smart host services for the contract period.	
Provision for endpoint	The Authority is currently running Kaspersky's End Point Security for its enterprise network. The Bidder shall be expected to provide an	

ITEM	DELIVERABLE	Bidder's Response
security	antivirus solution for at least 600 users during the contract period.	
Voice Support for Cisco OP PBX	The bidder shall provide support for the Authority's current Cisco OP PBX and ensure voice quality and management of the VOIP channels.	
Fault Handling	The ISP shall provide a fault handling scheme and an escalation matrix. All faults shall be issued with a Service number and shall be handled within 1 hour on the maximum.	
Internet Usage Reports	The provider shall provide quarterly internet and network usage reports to assess the performance of the ISP for both the HQ and Regional office.	
Service Level Agreement	The ISP MUST provide the client with a sample of their SLA which will form basis of negotiation.	
Transition Plan	The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for KeRRA's transition team. The transition plan is to outline the expectations the supplier team would have of KeRRA and the information or task KeRRA is to provide the supplier and the date any information or task would be required.	

2. SITE / LOCATIONS FOR INTERNET LINK CONNECTIVITY

Physical addresses of the Forty-seven (47) Regional Offices and their internet link connectivity

S/No	SITE / REGION OFFICES	LINK CONNECTIVITY	S/No	SITE / REGION OFFICES	LINK CONNECTIVITY
	Head Office	Fiber	24.	Bungoma Office	Fiber
1.	Nairobi Office	Fiber	25.	Busia Office	Fiber
2.	Nyeri Office	Fiber	26.	Siaya Office	Fiber
3.	Nakuru Office	Fiber/Wimax	27.	Homer Bay Office	Fiber/Wimax
4.	Kisumu Office	Fiber/Wimax	28.	Kisii Office	Fiber
5.	Mombasa Office	Fiber	29.	Taita Taveta Office	Fiber/Wimax
6.	Garissa Office	Fiber/Wimax	30.	Kilifi Office	Fiber/Wimax
7.	Machakos Office	Fiber	31.	Tana River Office	Fiber/Wimax
8.	Kakamega Office	Fiber	32.	Kitui Office	Fiber/Wimax
9.	Eldoret Office	Fiber	33.	Isiolo Office	Fiber/Wimax
10.	Kwale Office	Fiber/Wimax	34.	Makueni Office	Fiber/Wimax
11.	Lamu Office	Fiber/Wimax	35.	Tharaka-Nithi Office	Fiber/Wimax
12.	Wajir Office	Fiber/Wimax	36.	Marsabit Office	Fiber/Wimax
13.	Mandera Office	Fiber/Wimax	37.	Kirinyaga Office	Fiber/Wimax
14.	Meru Office	Fiber/Wimax	38.	Samburu Office	Fiber/Wimax
15.	Embu Office	Fiber/Wimax	39.	West Pokot Office	Fiber/Wimax
16.	Nyandarua Office	Fiber/Wimax	40.	Turkana Office	Fiber/Wimax
17.	Murang'a Office	Fiber/Wimax	41.	Trans Nzoia Office	Fiber/Wimax
18.	Kiambu Office	Fiber/Wimax	42.	Nandi Office	Fiber/Wimax
19.	Laikipia Office	Fiber/Wimax	43.	Marakwet Office	Fiber/Wimax

S/No	SITE / REGION OFFICES	LINK CONNECTIVITY	S/No	SITE / REGION OFFICES	LINK CONNECTIVITY
20.	Narok Office	Fiber/Wimax	44.	Baringo Office	Fiber/Wimax
21.	Kajiado Office	Fiber	45.	Nyamira Office	Fiber/Wimax
22.	Kericho Office	Fiber/Wimax	46.	Migori Office	Fiber/Wimax
23.	Bomet Office	Fiber/Wimax	47.	Vihiga Office	Fiber/Wimax

3. LICENSING & REGISTRATION

	CRITERIA	ISP RESPONSE
1)	The ISP shall be a licensed ISP with a Service Operator License and MUST have her own infrastructure across country.	
2)	The ISP shall have direct connectivity to the KIXP(Kenya Internet Exchange Point)	
3)	The ISP shall provide a centralized support center with a ticketing tool for trouble shooting, call logging and monitoring.	
4)	Any civil permission for cabling shall be the sole responsibility of the ISP.	
5)	The ISP shall confirm in writing to provide acceptable service levels of minimum 99.7%. KeRRA will always look for the optimum service availability of 100%.	
6)	The ISP shall have a license to setup and operate international gateways using the submarine cables.	

4. WEBSITE & DOMAIN HOSTING

KeRRA's website is a dynamic site running on PhP and Java. The ISP shall renew KeRRA's Domain registration annually for the three-year period of the contract or as guided by the Head of ICT.

The ISP shall provide both Domain and Web hosting services to KeRRA. The ISP shall direct KeRRA's MX (Mail Exchanger) records and DNS (Domain Name System) records to point to the new IP addresses assigned.

5. SCHEDULE OF WORKS

The ISP shall be required to submit a phased schedule of works to enable critical activities to proceed with minimal interruptions.

The ISP is expected to adhere to this schedule or within variations as may be agreed with the Client and which must ensure continuity of critical operations.

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

6. SYSTEM DOCUMENTATION

All additional documentation required shall be provided as is necessary for the satisfactory performance of the job. To qualify for contract awards, the tenderer shall: -

- ❑ Have necessary qualifications, capability, and experience in handling the same project by providing reference site, statutory license to offer these services, OEM authorization certificate to handle equipment to be delivered and financial facilities to provide what is being procured.
- ❑ Have legal capacity to enter into a contract for procurement
- ❑ Not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- ❑ Not be debarred from participating in public procurement; should have clean history, not to have been blacklisted by the Government of Kenya or the Judiciary before.

7. TEST DOCUMENTATION

Test documentation shall be provided within three weeks after the completion of the project. The binders shall be marked and labelled appropriately. The project name and date of completion shall be indicated clearly. The document shall be divided into sections, and resulting pertaining to the relevant location or branch shall be documented as such. Test results in each section shall be presented in sequence listed in the administration records.

8. TERMS OF CONTRACT

The duration of the Contract shall be Three (3) years' service delivery from the date of contract signing.

9. PROJECT MANAGEMENT

The selected bidder shall be responsible for the project management, including planning, oversight, and project coordination. The following specific Project Management activities shall be performed.

(a) Project Plan

The selected bidder shall develop a comprehensive Project Plan for the delivery of the devices and all active equipment in the project. The Project Plan shall include the following:

- i. Schedule of Integrations to existing sites
- ii. Network Configuration Completion
- iii. User Training Completion

Bidders shall submit a preliminary Project Plan as part of their response to the bid. The preliminary project plan shall provide specific details of the proposed master implementation plan and milestones.

(a) Project Staffing

The Bidder shall;

- i. Be responsible for providing adequate qualified staffing for the project to accomplish the implementation and provide the associated services in accordance with the contractually established schedule.
- ii. Provide a staffing plan in their Tender response that identifies all key personnel, describes their roles and responsibilities, provides an experience summary for each key person that

supports his/her project role, and defines the reporting structure of the project within the Bidder's organization.

(b) Key Personnel

All through the life of the project implementation, the key personnel must be available on site as required for the success of the project. The two key personnel are:

(I) Project Manager (1)

The selected bidder shall provide a dedicated and fulltime Project Manager whose project management responsibilities shall include:

- 1) Planning and monitoring a project activities.
- 2) Working with the Client's Project Manager and representatives from the key function areas to ensure timely and effective response.
- 3) Reporting on project status.
- 4) Development of Training Plan
- 5) Providing analytical and technical expertise as required by the project.
- 6) Management and quality assurance of all required implementation and support services.
- 7) Minimum qualification for the Project Manager
 - i. Be a holder of a Bachelor's Degree.
 - ii. Holder of project management certification would be an added advantage.
 - iii. Must have served as a Lead Project Manager in two similar projects in scope, cost and complexity.

(II) Network Engineers (5)

The selected bidder shall provide a dedicated Network Engineer whose responsibilities shall include:

- (a) Configuration and integrations of all active devices to existing network.
- (b) Design and implementation of the network.
- (c) Oversees and/or perform the physical set-up of a network, assuring integrity of communications and/or connections.
- (d) Document all the network installations for this project, where application.
- (e) Minimum qualification for Network Engineer must:
 - i. Have served as a Lead Technical person in two similar projects both in scope, cost and complexity.
 - ii. Must possess a minimum CCNA/CCNP certification.

SECTION VI - PRICE SCHEDULE FOR COMMODITIES

Name of tenderer _____ Tender Number _____ Page _____ of _____

No.	Description	Quantity	Unit price	Annual Cost for 1 year	Total Price for 3 years Period
1.	Total Installation Cost for WAN.(Once off cost)				
2.	Domain Renewal and Web Applications Hosting Cost for three (3) year period.				
3.	Annual Subscription costs for supply of Internet. (Tabulated based on bandwidth Delivered-Minimum 240Mbps).				
4.	Annual Firewall Licensing Fees for three (3) year period.				
5.	Annual Corporate Endpoint Security-Antivirus Fees for Minimum of 700 Users.				
6	WAN Maintenance Cost				
SUB-TOTAL (1)					
ADD 16% VAT OF SUB-TOTAL (2)					
GRAND TOTAL CARRIED FORWARD TO FORM OF BID					

Signature of tenderer _____

SECTION VII STANDARD FORMS

Notes on the sample Forms

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

8.0 FORM OF INVITATION FOR TENDERS

_____ [Date]

To: _____ [Name of Contractor]
_____ [Address]

Dear Sirs:

Reference **INSTALLATION, MAINTENANCE OF WIDE AREA NETWORK (WAN) & PROVISION OF INTERNET SERVICE IN KeRRA HEAD OFFICE AND 47 REGIONAL OFFICES**
[Contract Name]

Reference: **TENDER No. KeRRA/011/38/13/2019-2020** [Contract Number]

You are qualified to tender for the above Contract.

We hereby invite you and other qualified Tenderers to submit a Tender for the Maintenance of Wide Area Network (WAN) & Provision of Internet Service in KeRRA Head Office and 47 Regional Offices

A complete tender document, Long Advert and Detailed information on the tenders will be available for downloading FREE of CHARGE on the Authority's Website www.kerra.go.ke, with effect from 17th February, 2020

Completed serialized bid documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **Kenya Rural Roads Authority Headquarters, Block 'B' Ground Floor West Wing, Barabara Plaza, located off Mombasa Road, Opposite KCAA along Airport South Road, JKIA, Nairobi.** So as to be received on or before **5th March, 2020 at 11.00AM** or be addressed:

**The Director General, Kenya
Rural Roads Authority,
Barabara Plaza, Block 'B' Off Mombasa Road, Opposite
KCAA along Airport South Road, JKIA, Nairobi. P.O Box
48151-00100, Nairobi Kenya.**
[Address and location]

Tenders will be opened immediately thereafter in the presence of the bidders representatives who choose to attend at the Boardroom, **Kenya Rural Roads Authority Headquarters, Block 'B' Ground Floor West Wing, located at Barabara Plaza, off Mombasa Road, Opposite KCAA along Airport South Road, JKIA, Nairobi.**

Bids not received at the submission venue by the closing time will not be accepted for opening and will be rejected and returned unopened.

Yours faithfully,

Deputy Director - Supply Chain Management
FOR: DIRECTOR GENERAL

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: KERRA _____
[name and address of procuring entity]
Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda
(a) Nos. [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and train (..... (insert software 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 train Internal Audit on the use of the Audit Management Tool in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _ _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

(b) Dated this _____ day of _____ 20 _____

(c) [signature]

[in the capacity of]

(d) Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licensee No..... Expiring date.....

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

Name of your Bankers.....

Branch.....

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full	Nationality	Citizenship	Details	Shares
1.				
2.				

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full	Nationality	Citizenship	Details	Shares
1.				
2.				
3.				
4.				

Part 2(d) – Interest in the Firm:

Is there any person / persons in **Kenya Rural Roads Authority** (Name of Employer) who has interest in this firm? Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)
Company Seal/ Stamp

.....
(Date)

®®®®®®® **Attach proof of citizenship**

8.3 CERTIFICATE OF TENDERER’S VISIT TO SITE

This is to certify that

[Name/s].....

Being the authorized representative/Agent of [Name of Tenderer]
.....

Participated in the organized inspection visit of the site (Name of Region.....) for the tender of the **MAINTENANCE OF WIDE AREA NETWORK (WAN) & PROVISION OF INTERNET SERVICES IN KeRRA HEAD OFFICE AND 47 REGIONAL OFFICES (TENDER NO. KeRRA/011/38/34/2017-2018)**

held on day of.....20.....

Signed.....
(Employer’s Representative)

.....

NOTE: This form is to be completed when the site visit is made

8.4 FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorized to receive on his behalf correspondence in connection with the Tender.

.....

(Name of Tenderer's Representative in block letters)

.....

(Address of Tenderer's Representative)

.....

(Signature of Tenderer's Representative)

®®®®®®®® **B idd er's f il l as ap p**
rop riate

8.5 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the supply, installation and training of [name and/or description of the software]
(hereinafter called "the Tender") KNOW ALL PEOPLE
by these presents that WE of
..... having our registered office at (hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "KERRA") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:-

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

We undertake to pay to KERRA up to the above amount upon receipt of its first written demand, without KERRA having to substantiate its demand, provided that in its demand KERRA 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.

[Authorized signature of the bank]

8.6 CONTRACT FORM

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

WHEREAS KERRA invited tenders for certain commodities and has accepted a tender by the tenderer
for the supply of those commodities 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) KERRA’s Notification of Award
3. In consideration of the payments to be made by KERRA to the tenderer as hereinafter mentioned,
the tender hereby covenants with KERRA to provide the commodities and to remedy defects therein in
conformity in all respects with the provisions of the Contract.
4. KERRA hereby covenants to pay the tenderer in consideration of the provisions of the
commodities and the remedying of defects therein, the Contract Price or such other sum as may
become payable under the provisions of the Contract at the times and in the manner prescribed by the
contract.

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

Signed, sealed, delivered by _____ the _____ (for KERRA

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

8.7 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. [*reference number of the contract*] dated 20 to supply, install and train [*description of software*] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.8 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [*name and address of tenderer*] (hereinafter called “the tenderer”) shall deposit with KERRA a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to KERRA on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between KERRA and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

date

8.9 ADJUDICATOR'S AGREEMENT

Identification of Project:

.....
(the "Project")

Name and address of the Employer:

.....
(the "Employer")

Name and address of the Contractor:

.....
(the "Contractor")

Name and address of the Adjudicator:

.....
(the "Adjudicator")

Whereas the Employer and the Contractor have entered into a Contract ("the Contract") for the execution of the Project and wish to appoint the Adjudicator to act as adjudicator in accordance with the Rules for Adjudication ["the Rules"].

The Employer, Contractor and Adjudicator agree as follows:

1. The Rules and dispute provisions of the Contract shall form part of this Agreement.
2. The Adjudicator shall be paid:
A retainer fee of per calendar month(where applicable)

A daily fee of

Expenses (including the cost of telephone calls, courier charges, faxes and telexes incurred in connection with his duties; all reasonable and necessary travel expenses, hotel accommodation and subsistence and other direct travel expenses).

Receipts will be required for all expenses.

3. The Adjudicator agrees to act as Adjudicator in accordance with the Rules and has disclosed to the Parties any previous or existing relationship with the Parties or others concerned with the Project.
4. This Agreement shall be governed by the laws of.....
5. The Language of this Agreement shall be

SIGNED BY

For and on behalf of the Employer in the presence of

SIGNED BY:

Witness
Name
Address
Date

For and on behalf of the Contractor in the presence of

SIGNED BY:

Witness
Name
Address
Date

For and on behalf of the Adjudicator r in the presence of

SIGNED BY:

Witness
Name
Address
Date
Witness

8.10 DEVELOPER'S / MANUFACTURER'S AUTHORIZATION FORM

To [name of KERRA]

WHEREAS[name of the vendor / developer / manufacturer] who are established and reputable manufacturers / developer / vendor of [name and/or description of the software] having offices at [address of the offices] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above commodity developed by us.

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the developer / Manufacturer and should be signed by a person competent. The tenderer may attached authorization letter from the developer / manufacturer if already has.

8.11 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:_____

RE: Tender No._____

Tender Name_____

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

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

*(FULL PARTICULARS)*_____

SIGNED FOR ACCOUNTING OFFICER

8.12 OTHER SUPPLEMENTARY INFORMATION

1 Financial reports for the last three years, balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.

- a
- b
- c
- d

1. Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents

.....

.....

.....

.....

2. Name, address , telephone, telex, fax numbers of the Tenderer's Bankers who may provide reference if contacted by the Employer.

.....

.....

.....

.....

3 Information on current litigation in which the Tenderer is involved

<u>OTHER PARTY</u> <u>(IES)</u>	<u>CAUSE OF DISPUTE</u>	<u>AMOUNT INVOLVED (KSHS)</u>

®®®®®®® B idd er's f il l as ap p rop riate

I certify that the above information is correct

.....

(Title) (Signature) (Date)

Company Seal/ Stamp

8.13 FRAUD & CORRUPTION FORM

- 1) If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.
- 2) Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed.
- 3) For the purposes of this Sub-Clause:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- 4) The Contractor declares that:
 - a. They did not engage in any action to influence the Project implementation process to the detriment of the Employer, in particular no collusive practice took place nor will take place, and
 - b. The bidding proceedings, contract award, and execution have not and will not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.

Dated this _____ day of _____ 20_____
Signature _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of

_____[Name of Tenderer] of
_____[Address of Tenderer]
_____[Seal or Stamp of Tenderer]

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....**APPLICANT**

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED.....

Board Secretary

8.14 DECLARATION FORM

Date

To _____

The tenderer i.e. (Name and address)_____

Declare the following:

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

(Title)

(Signature)
Company Seal/ Stamp

(Date)

(To be signed by authorized representative and officially stamped)