



KENYA RURAL ROADS AUTHORITY

**SUPPLY, INSTALLATION & MAINTENANCE OF WAN &
INTERNET CONNECTIVITY (WIDE AREA NETWORK)
KeRRA HEAD OFFICE AND 47 REGIONAL OFFICES**

TENDER NO. KeRRA/011/38/34/2017-2018

NOVEMBER , 2017

**THE ICT MANAGER
KENYA RURAL ROADS AUTHORITY
P.O. BOX 48151 – 00100
NAIROBI.**

**THE DIRECTOR GENERAL
KENYA RURAL ROADS AUTHORITY
P.O. BOX 48151 – 00100
NAIROBI.**

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SECTION II – INVITATION TO TENDER

TENDER REF: KeRRA/011/38/34/2017-2018

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

Kenya Rural Roads Authority (KeRRA) is a State corporation established under the Kenya Roads Act of 2007, with the responsibility for management, development, rehabilitation and maintenance of rural roads.

The Authority hereby invites Bids from eligible bidders for the following ICT tenders:

Item	Tender Name	Tender Number
1.	Supply, Installation and Maintenance of WAN & Internet Connectivity (Wide Area Network) - KeRRA Head Office and 47 Regional Offices	KeRRA/011/38/34/2017-2018
2.	Supply, Installation and Maintenance of LAN & Primary Data Center Upgrade (Local Area Network) - KeRRA Head Office and 19 Regional Offices	KeRRA/011/38/35/2017-2018

Interested bidders **MUST** attend Mandatory **Pre bid conference** on **13th November, 2017 at 11.00 am** at KeRRA Head Office, 6th Floor Boardroom, Blue Shield Towers.

Interested Bidders may obtain further information and inspect the tender documents from the Procurement Office, Blue shield towers 5th Floor, Hospital Road, Nairobi during normal office working hours (08:00 to 17:00 hours Mondays to Fridays). Bidders may also view and download the bidding document free of charge from KeRRA website: www.kerra.go.ke and /or IFMIS supplier portal: supplier.treasury.go.ke.

Completed Bid documents **MUST** be submitted in plain envelope and clearly marked should be deposited in the Tender Box at Blue Shield Towers, 6th Floor, Hospital Road, Nairobi or be addressed and sent to: **Director General**

**Kenya Rural Roads Authority
Blue Shield Towers, 6th floor
P.O BOX 48151- 00100
NAIROBI.**

so as to be received on or before **Wednesday , 29th November, 2017 at 11.00 am.**

Tenders will be opened thereafter at 11.15 am in the presence of the bidders or their representatives who choose to attend at the **6th Floor Blue Shield Towers, Hospital Hill Road, Upper Hill Nairobi.**

**MANAGER PROCUREMENT
FOR DIRECTOR GENERAL**

SECTION II - INSTRUCTIONS TO TENDERERS

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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 KeRRA's employees, committee members, board members and their relatives (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 KeRRA 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 shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Services

- 2.2.1 All services 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 services are developed, patented or produced.
- 2.2.3 The origin of services 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 KeRRA, 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 shall not exceed Kshs.1,000/=
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4 Contents of the Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to Tenderers

- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Technical Specifications
- (vi) Tender Form and Price Schedules
- (vii) Tender Security Form
- (viii) Contract Form
- (ix) Performance Security Form
- (x) Bank Guarantee for Advance Payment Form
- (xi) 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 KeRRA 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 KeRRA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KeRRA, 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 KeRRA, 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 2.1.2 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 2.2.1 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 Form of Tender

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be supplied, a brief description of the services, 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. Where the prices are determined by other factors such as number of users or license the tenderer shall clearly state so and shall attach the supporting schedules accordingly.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tenderer'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 from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to KeRRA'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 KeRRA's satisfaction;

- (a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (b) 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 Services 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 services which the tenderer proposes to supply under the contract.

2.13.2 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 of between 2 per cent of the tender price.

2.14.3 The tender security is required to protect KeRRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a **bank guarantee** issued by a reputable bank, Insurance guarantee from **PPOA** approved insurance companies, in the form provided in the tender documents or another form acceptable to KeRRA and valid for **thirty (30) days beyond the validity of the tender.**

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

- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KeRRA.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 and furnishing the performance security, pursuant to paragraph 2.30
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by KeRRA 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 2.29
 - Or
 - (ii) to furnish performance security in accordance with paragraph 2.30
 - c) If the tendered rejects, correction of an error in the tender.

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender. A tender valid for a shorter period shall be rejected by KeRRA as non-responsive.
- 2.15.2 In exceptional circumstances, KeRRA 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 Submission, Receipt, and Opening of Tenders

- 2.16.1 The original tender documents (Technical and Financial Proposals) 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. It shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender
- 2.16.2 Each Technical Proposal and Financial Proposal shall comprise **ONE ORIGINAL** and **ONE COPY** marked appropriately. In the event of any discrepancy between them, the original shall govern.
- The original and copies of Technical Proposals shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" and the original and copies of financial proposals in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**". Both envelopes shall be placed into an outer and sealed. This outer envelope shall bear the submission address and clearly marked, "**TENDER FOR SUPPLY, INSTALLATION & MAINTENANCE OF WAN & INTERNET CONNECTIVITY (WIDE AREA NETWORK) KeRRA HEAD OFFICE AND 47 REGIONAL OFFICES**"

- 2.16.3 The completed technical and financial proposal should be delivered at the tender box at 6th Floor Blue shield Towers not later than **29th November 2017 at 11.00 am**. Bids will be opened the same day in public at **11.15 am** at Blue Shield Towers, Boardroom on 6th floor. Bidders or their authorized representatives are invited to witness the opening of the Technical Proposals. Any submission received after the closing time for submission of proposals shall be returned to the respective bidder unopened.
- 2.16.4 After the deadline for submission of tenders, the technical bids shall be opened immediately by the opening and evaluation committee. The Financial bids shall remain sealed and deposited with a responsible officer of the procurement department until all submitted proposals are publicly opened.

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 KeRRA at the address given in the Invitation to Tender:
 - (b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **29th November, 2017 at 11.00 AM**.
- 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, KeRRA will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be received by KeRRA at the address specified under paragraph 2.17.2 not later than **29th November, 2017 at 10 AM**.

- 2.18.1 KeRRA 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 KeRRA 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 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 KeRRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 KeRRA 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

KeRRA will open all tenders in the presence of tenderers' representatives who choose to attend, on **29th November, 2017 at 11.00 AM** and in the location specified in the Invitation to Tender.

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

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

2.20.2 KeRRA 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 KeRRA 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 KeRRA in their tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 KeRRA 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 KeRRA 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 KeRRA 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. KeRRA'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 KeRRA 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, KeRRA 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 KeRRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 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.
- 2.24.3 KeRRA'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 2.24.3 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
- 2.24.4 Pursuant to paragraph 5.3.6 the following evaluation methods will be applied:
- (a) Operational Plan.**
KeRRA 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 KeRRA'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. KeRRA may consider the alternative payment schedule offered by the selected tenderer.

2.24.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

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

2.24.7 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 the threshold allowed in the Current PPAD Act.

2.26 Contacting KeRRA

2.26.1 Subject to paragraph 2.21 no tenderer shall contact KeRRA 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 KeRRA 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, KeRRA 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 KeRRA deems necessary and appropriate.

2.27.3 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 KeRRA 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 KeRRA will award the contract to the successful tenderer whose tender has been determined to have achieved the **highest combined score**, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily

(c) **Procuring entity's Right to Accept or Reject any or All Tenders**

2.27.5 KeRRA 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 KeRRA's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, KeRRA 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, KeRRA 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 KeRRA notifies the successful tenderer that its tender has been accepted, KeRRA 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 30 days from the date of notification of contract award unless there is an administrative review request.

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

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from KeRRA, 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 KeRRA.

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 KeRRA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 KeRRA 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
- (ii) of value to influence the action of a public official in the procurement process or in contract execution; and
- (iii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KeRRA, 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 KeRRA of the benefits of free and open competition;

2.31.2 KeRRA 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
2.1	<i>Particulars of eligible tenderers</i>
2.14	<i>Tender security required of Kshs. 250,000 in form of a bank guarantee from a reputable bank or an Insurance Company approved by PPOA in Kenya valid for 120 days from the date of the tender opening.</i>
2.18	<i>Deadline for submission is: 29th November, 2017</i>
2.30	<i>Upon notification of award the tenderer shall make arrangements within 10 days to provide a performance security of 5 % of the contract price</i>
ITT	A Pre-Bid meeting shall take place. Venue: Kenya Rural Roads Authority Boardroom, 6 th Floor, Blue Shield Towers, Hospital Road, Nairobi Date: 13th November 2017 Time: 11 .00 am

PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Documents to be Submitted	Bidders Response
1.	Original copy of Tender Security of Kshs. 250,000 in form of a Bank guarantee from a reputable bank or an Insurance Company approved by PPOA in Kenya valid up to 120 days from the date of opening of the tender.	
2.	Tender validity period of One Hundred and Twenty (120) days from the tender opening date	
3.	Valid Tax Compliance certificate (Will be verified through KRA TCC Checker)	
4.	Proof of having successfully managed similar assignment of at least Kshs. 10,000,000.00 worth per year. Attach copies of completion certificates for three similar projects undertaken in the last three years (tendered evidence shall be verified with the issuer).	
5.	Certified copy of Certificate of registration	
6.	Dully filled confidential questionnaire	
7.	Certificate of Incorporation	
8.	Must be registered with CAK as a Telecommunications Contractor for Year 2017– 2018	
9.	Minimum average annual turnover of Fifty Million (Ksh. 50,000,000. Attach audited Financial Statements for the last three years (2014, 2015 & 2016).	
10.	One Original and 1 copy of both the Technical and Financial proposals.	
11.	Signed and stamped survey/site visit form for relevant stations (19 Regional Offices & KeRRA HQ)	

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 KeRRA 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 Commodities or Services” means the supply of Data center equipment’s & Connectivity services (LAN).
- (d) “KeRRA” means the organization purchasing the services under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the services under this Contract.

3.2 **Application**

3.2.1 These General Conditions shall apply in all Contracts made by KeRRA for the Services.

3.3 **Standards**

3.3.1 The commodities supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.4 **Use of Contract Documents and Information**

3.4.1 The tenderer shall not, without KeRRA’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 KeRRA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.4.2 The tenderer shall not, without KeRRA’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

3.5 **Patent Rights**

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

3.6 Performance Security

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KeRRA the performance security in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to KeRRA 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 KeRRA 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 KeRRA, in the form provided in the tender documents.
- 3.6.4 The performance security will be discharged by KeRRA 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

3.7 Inspection and Tests

- 3.7.1 KeRRA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KeRRA 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 in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the commodities' 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 KeRRA.
- 3.7.3 Should any inspected or tested services fail to conform to the specifications, KeRRA may reject the services and the tenderer shall either replace the rejected services or make alternations necessary to make specification requirements free of costs to KeRRA.
- 3.7.4 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Delivery and Documents

- 3.8.1 Delivery of the commodity 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

3.9 Payment

- 3.9.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.9.2 Payments shall be made promptly by KeRRA as specified in the contract

3.10 Prices

3.10.1 Prices charged by the tenderer for commodities 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.

3.10.2 Price variation as specified in the Special Contract Conditions of this document.

3.11 Assignment

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

3.12 Subcontracts

3.12.1 The tenderer shall notify KeRRA 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

3.13 Termination for default

3.13.1 KeRRA 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 periods) specified in the Contract, or within any extension thereof granted by KeRRA
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of KeRRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.14 Liquidated Damages

3.14.1 If the tenderer fails to deliver any or all of the commodities within the period(s) specified in the contract, KeRRA 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 services. After this the tenderer may consider termination of the contract.

3.15 Resolution of Disputes

3.15.1 KeRRA 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

3.15.2 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.

3.16 Language and Law

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

3.17 Force Majeure

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

SECTION 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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6	<i>The tenderer shall provide a performance security of 5% of the contract price within 10 days of notification of contract award in form of a bank guarantee.</i>
3.8	<i>Delivery shall be to KeRRA Headquarters, Blue Shield Towers</i>
3.9	<i>Installation cost shall be paid upon successful installation and commissioning of works and approval of the works in two Phases I & II Subscription costs shall be done quarterly (after 3 Months) for the contract period after submission of an invoice. This shall be based on the number of offices already subscribed during the period. This contract shall run for three years renewable subject to satisfactory performance.</i>
3.15	<i>Disputes will be addressed through arbitration</i>

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 proposal.

ITEM	DELIVERABLE	Bidder's Response
Provision of 40 MBps Internet at KeRRA Head Offices with assured uptime of at least 99.75%	<p>The ISP shall be required to install and commission 40 Mbps on Fiber at the Client's Head Office at BlueShield towers, Upper Hill Road.</p> <p>The ISP shall be required to provide Uptime guarantee and Service level agreement to ensure Fulltime availability of the link.</p>	
Provision of WAN to KeRRA's 47 Regional Offices.	<p>The ISP shall provide a reliable MPLS Wide Area Network Connectivity between the client's Head Office and her 47 Branch/ Regional Offices.</p> <p>The Branch/ Regional Offices are in all the 47 counties</p> <p>The capacity required at each branch is 2 Mbps.</p> <p>WAN services shall be full duplex, non-shared to each end site and aggregation site (HQ)</p>	
Primary Link	<p>Each of the Sites in the regional offices shall have a Fiber primary link. The Provider Shall provide uptime guarantee on the link provided.</p> <p>28 regional offices have a structured cabling LAN with unique IP addresses. This will form Phase I of the project.</p> <p>The remaining 19 regions shall have structured cabling LAN installed under a separate contract before rollout of WAN. This will form Phase II of the project</p>	
KeRRA's 47 Regional Offices	Each Regional Office shall have Internet	

ITEM	DELIVERABLE	Bidder's Response
shall have access to the internet through the Head Office.	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.	
Infrastructure	<p>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.</p> <p>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.</p>	
Quality of Service	The ISP shall implement end to end Quality of Service (Qos). This will be implemented after analyzing the traffic (bulk data, best effort, transactional data, mission critical, call signaling, voice and Video traffic etc.) for traffic prioritization, congestion management and avoidance based on KeRRA's preference	
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	<p>The ISP must guarantee absolute network security in the shared infrastructure</p> <p>The ISP should provide basic firewall security to</p>	

ITEM	DELIVERABLE	Bidder's Response
	<p>protect KeRRA's internal network against unauthorized into its network and other internet threats while allowing its users access to the internet. This shall be tailored to meet the clients' preference.</p>	
Network Management	<p>The bidder must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team.</p> <p>NMS should support monitoring, control and configuration of the entire network by means of user friendly Graphical User Interfaces.</p> <p>NMS should be able to support the following functionalities;</p> <ul style="list-style-type: none"> ▪ Discover network components such as devices and links ▪ Support layer 2 and layer 3 discoveries ▪ Report failures and events ▪ Receive SNMP trap messages ▪ Generate Customized Reports ▪ Network Inventory Management <p>The ISP Shall provide training for KeRRA's staff on the NMS.</p>	
Domain and Web Hosting	<p>The ISP shall renew KeRRA Domain, provide Web application Hosting for KeRRA systems and email smart host services for the contract period.</p>	
Fault Handling	<p>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.</p>	
Internet Usage Reports	<p>The provider shall provide quarterly internet and network usage reports to assess the performance of the ISP for both the HQ and Regional office.</p>	
Service Level Agreement	<p>The ISP MUST provide the client with a sample of their SLA which will form basis of negotiation.</p>	
Transition Plan	<p>The plan is to include the resources to be</p>	

ITEM	DELIVERABLE	Bidder's Response
	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

		SITE / REGION OFFICES
	Head Office	
1.	Physical addresses of the Forty seven (47) Regional Offices	<p><u>28 REGIONS TO BE COVERED IN PHASE-I OF DEPLOYMENT</u></p> <ol style="list-style-type: none"> 1. Nairobi Office - Fiber 2. Nyeri Office - Fiber 3. Nakuru Office – Fiber/Wimax 4. Kisumu Office – Fiber/Wimax 5. Mombasa Office - Fiber 6. Garissa Office –Fiber/Wimax 7. Machakos Office -Fiber 8. Kakamega Office -Fiber 9. Eldoret Office -Fiber 10. Kwale Office –Fiber/Wimax 11. Lamu Office- Fiber/Wimax 12. Wajir Office- Fiber/Wimax 13. Mandera Office Fiber/Wimax

		SITE / REGION OFFICES
	Head Office	
		<p>14. Meru Office –Fiber/ Wimax</p> <p>15. Embu Office –Fiber/ Wimax</p> <p>16. Nyandarua Office –Fiber/Wimax</p> <p>17. Murang'a Office –Fiber/Wimax</p> <p>18. Kiambu Office –Fiber/Wimax</p> <p>19. Laikipia Office –Fiber/Wimax</p> <p>20. Narok Office –Fiber/Wimax</p> <p>21. Kajiado Office –Fiber/Wimax</p> <p>22. Kericho Office –Fiber/Wimax</p> <p>23. Bomet Office –Fiber/Wimax</p> <p>24. Bungoma Office -Fiber</p> <p>25. Busia Office -Fiber</p> <p>26. Siaya Office Fiber</p> <p>27. Homa Bay Office –Fiber/Wimax</p> <p>28. Kisii Office -Fiber</p> <p><u>19 REGIONS TO BE COVERED UNDER PHASE II AFTER STRUCTURED LAN INSTALLATION.</u></p> <p>1. Taita Taveta Office – Fiber/Wimax</p> <p>2. Kilifi Office – Fiber/Wimax</p> <p>3. Tana River Office – Fibre/Wimax</p> <p>4. Kitui Office – Fibre/Wimax</p> <p>5. Isiolo Office – Fibre/Wimax</p> <p>6. Makueni Office – Fibre/ Wimax</p>

		SITE / REGION OFFICES
	Head Office	
		7. Tharaka-Nithi Office - Fibre 8. Marsabit Office – Fibre/Wimax 9. Kirinyaga Office - Fibre /Wimax 10. Samburu Office – Fibre/Wimax 11. West Pokot Office – Fibre/Wimax 12. Turkana Office – Fibre/Wimax 13. Trans Nzoia Office- Fibre/Wimax 14. Nandi Office – Fibre/Wimax 15. Marakwet Office – Fibre/Wimax 16. Baringo Office – Fibre/Wimax 17. Nyamira Office – Fibre/ Wimax 18. Migori Office – Fibre/Wimax 19. Vihiga Office – Fibre/Wimax

3. LICENSING & REGISTRATION

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

3. 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.

3. 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.

4. SYSTEM DOCUMENTATION

All additional documentation required shall be provide 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.

6. 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.

7. TERMS OF CONTRACT

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

8. 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.

(b) 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 proposal 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.

(c) 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 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 the 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 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 applicable
- (e) Minimum qualification for Network Engineer must demonstrate:
- (f) Must have served as lead technical lead in two similar projects both in scope, cost and complexity.
- (g) Must possess a minimum valid CCNP/CCDP/CCNP Voice or higher certification

SECTION VI EVALUATION CRITERIA

Evaluation on bids will be conducted at three stages

STAGE 1: Preliminary Examination of Tender Documentary evidence informs of copies must be provided for the requirements stated below. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification

ANNEX 1: PRELIMINARY/MANDATORY REQUIRMENT SCORE SHEET

Preliminary Evaluation Worksheet		
S No.	Required Items	Y/N
1.	Certificate of Incorporation	
2.	Valid Tax Compliance	
3.	Bid Security of Ksh 250,000.00	
4.	Manufacturers Authorization Form for all equipment.	
5.	ISP License from CAK (Communications Authority of Kenya)	
6	Dully signed and stamped Pre-Tender Site Inspection form/register.	
7.	Minimum average annual turnover of Fifty Million (Ksh. 50,000,000. Attach audited Financial Statements for the last three years (2015, 2016 & 2017).	
8.	Duly filled confidential questionnaire	

ANNEX II: MANDATORY REQUIRMENT SCORE-TECHNICAL

These are mandatory technical requirements for which documentary evidence must be provided. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification

Preliminary Evaluation Worksheet - Technical		
S No.	Required Items	Y/N
1.	Draft Service Level Agreement	
2.	Provision of WAN Backup and Redundancy solution	
3.	Table of the Proposed solution by region Fiber connectivity being the most preferable option	
4	Provision of Network monitoring & management solution	

STAGE 2: TECHNICAL EVALUATION

The Threshold for the technical evaluation is set at 75 points and tenderers that do not meet this will not proceed to the next phase.

Technical Evaluation Score Sheet		
No.	Technical Parameter	Max Score
A	Firm	15
	1. General experience of the firm in last 3 years	5
	2. References statement of 5 WAN Solutions deployed (2 marks for each site)	10
B	Technical Solution	50
	1. General understanding of the requirements	10
	2. Approach / Methodology -Configuration Technology	10
	3. Completeness of Proposed Solution	5
	4. Specific experience: Proof of having successfully managed similar 5 assignments of at least Kshs. 10, 000,000 worth per year. Attach copies of completion certificates for three similar projects undertaken in the last three years (The similarity shall be based on complexity of previously deployed technology. Each contract of value Kshs 10,000,000 and above (5 points each).Attach copies of signed contracts & L.P.Os with Reference letters from the clients	25
C	Financial Capacity	10
	Demonstration of the company's ability to meet its short term obligations as they fall due through the liquidity Ratio 1. -2:1 – 10 marks; 2. -1:1 – 5 marks; 3. -0.5:1- 2 marks; 4. -less than 0.5 no mark	10
D	Training Delivery	5
	1. Network Management Training	5
E	Team Competency	20
	a) Project Manager	5
	b) Network Administrator/Integrator	5
	c) Implementation Timelines and planning and Documentation	10
	TOTALS	100

STAGE 3- FINANCIAL EVALUATION

Bidders who shall have SCORED 75% and above of the Technical Evaluation qualify to be evaluated in the financial stage.

Evaluation will involve the following:

This shall Account for 25% of the Total Score. The financial score shall be computed using the financial formula as stated below:-

$SF=100 \times Fm/F$ Where

SF is the Financial Score

F m is the lowest fees quoted and

F is the fees of the quotation under consideration.

The lowest bid quoted will be allocated the maximum score of 100

The candidates' Financial bids will be ranked according to their combined Technical Score (ST) and Financial Score (SF). The formula for the combined scores shall be as follows;

$S=ST \times T\% + SF \times P\%$ Where

S, is the total combined scores of technical and financial scores

ST is the Technical score

SF is the Financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P+T will be equal to 100%

The candidate achieving the highest combined technical and financial score will be recommended for award of the tender.

TECHNICAL EVALUATION 75% FINANCIAL EVALUATION= 25%

TOTAL SCORE= T+ P= 100%

The evaluation committee appointed by KeRRA shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as provided.

Each responsive proposal will be given a Technical score (ST). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated.

All documents indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the documents shall be rejected as non-responsive.

SECTION VII - PRICE SCHEDULE FOR COMMODITIES

Name of tenderer _____ Tender Number _____ Page _____ of _____

No.	Description	Quantity	Unit price	Total Price
1.	Total Installation Cost (Phase I & Phase II)			
2.	Domain renewal and Web Applications Hosting Cost			
3.	Annual Subscription costs for Supply of Internet. (Tabulated based on bandwidth delivered)			
4	Annual Maintenance Fee for Wide Area Network (WAN) connectivity to KeRRA Head Office and 47 Regional Offices			

Signature of tenderer _____

SECTION VIII - 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.

8.1 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 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.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name
.....

Location of business premises.
.....

Plot No..... Street/Road
.....

Postal Address Tel No. Fax E mail
.....

Nature of Business
.....

Registration Certificate No.
.....

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.

2.

3.

4.

Part 2 (c) – Registered Company

Private or Public

.....
State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

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

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 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]

8.4 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 __

8.5 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]

8.6 **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

8.7 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.

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