



KENYA RURAL ROADS AUTHORITY

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TENDER DOCUMENT

FOR

UPGRADING AND INSTALLATION OF A LOCAL AREA NETWORK (LAN), RELATED INFRASTRUCTURE AND MAINTENANCE SERVICES.

Tender No. KeRRA/08/37/02/2023 – 2024

CLOSING DATE: 20th June, 2024

May, 2024

Director (Corporate Services)
Kenya Rural Roads Authority,
P.O Box 48151-00100,
Nairobi, Kenya.

Director General
Kenya Rural Roads Authority,
P.O Box 48151-00100,
Nairobi, Kenya.

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INVITATION TO TENDER

Kenya Rural Roads Authority,
Block 'B', Barabara Plaza, off Mombasa Road,
Opposite KCAA along Airport South Road, JKIA, Nairobi.
P.O Box 48151-00100, Nairobi, Kenya.

UPGRADING AND INSTALLATION OF A LOCAL AREA NETWORK (LAN), RELATED INFRASTRUCTURE AND MAINTENANCE SERVICES.

TENDER NO.: KeRRA/08/37/02/2023 – 2024

The *Kenya Rural Roads Authority (KeRRA)* invites sealed tenders for the Tender for tender for Upgrading and Installation of Local Area Network (LAN), Related Infrastructure and Maintenance Services at Barabara Plaza Block B and 47 KeRRA Regional Offices of Tender No.: **KeRRA/08/37/02/2023 – 2024.**

1. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [0900 to 1600 hours] at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements**, Section V - Description of Services of the Tender Document.

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

3. Tender documents may be obtained electronically from the Authority's Website (www.kerra.go.ke). Tender documents obtained electronically will be free of charge.
4. Tender documents may be viewed and downloaded for free from the website (www.kerra.go.ke). Tenderers who download the tender document must forward their particulars immediately to (procurement@kerra.go.ke) to facilitate any further clarification or addendum.
5. All Tenders must be accompanied by a **Kshs. 1,500,000.00** (*Kenya Shillings One Million Five Hundred Thousand Only*) Tender Security.
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
7. Completed tenders must be delivered to the address below on or before **20th June, 2024 at 11.00 am.** Electronic Tenders [*will not*] be permitted.
8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.

10. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

The addresses referred to above are:

The Director General,

Kenya Rural Roads Authority,

Barabara Plaza, Block 'B',

Off Airport South Road, Opposite KCAA along Mazao Road, JKIA, Nairobi.

P.O Box 48151-00100, Nairobi, Kenya.

The officer to be contacted:

Deputy Director Supply Chain Management,

Email : procurement@kerra.go.ke

Tel : 020-7807600 (01-05) ; Mobile : +254 711 851103

Address for Submission of Tenders. (Office or Tender Box)

The Director General,

Kenya Rural Roads Authority,

Barabara Plaza, Block 'B',

3rd Floor, South Wing,

Off Airport South Road, Opposite KCAA along Mazao Road, JKIA, Nairobi.

P.O Box 48151-00100, Nairobi, Kenya.

Address for Opening of Tenders.

Kenya Rural Roads Authority,

Block 'B', Ground Floor, South Wing,

Barabara Plaza, Block 'B',

Off Airport South Road, Opposite KCAA along Mazao Road, JKIA, Nairobi.

P.O Box 48151-00100, Nairobi, Kenya.

Deputy Director – Supply Chain Management

FOR. DIRECTOR GENERAL

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1 Scope of Tender

- 1.1 The Procuring Entity as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.
- 1.2 Throughout this tendering document:
- the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - if the context so requires, “singular” means “plural” and vice versa;
 - “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2 Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3 Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

- 32 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 33 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same - representative or ownership as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website www.ppra.go.ke
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant

subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.

- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 3.11 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**
- 3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4 Eligible Goods and Related Services

- 4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 4.2 For purposes of this ITT, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.
- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 4.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
 - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
 - c) goods manufactured, mined, extracted or grown in Kenya.
- 4.5 Any goods, works and production processes with characteristics that have been declared by

the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Sections of Tendering Document

51 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Supply Requirements

- v) Section V - Schedule of Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

52 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.

53 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.

54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6. Clarification of Tendering Document

61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting,

will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

65 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tendering Document

71 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

72 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

73 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

C. Preparation of Tenders

8. Cost of Tendering

81 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9. Language of Tender

91 The Tender, 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. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

10. Documents Comprising the Tender

101 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;
- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
- d) Alternative Tender: if permissible, in accordance with ITT12;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
- h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15,

establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;

- i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
- j) any other document required in the **TDS**.

102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

103 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11. Form of Tender and Price Schedules

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialise pages of all tender documents submitted.

12. Alternative Tenders

12.1 Unless otherwise specified **in the TDS**, alternative Tenders shall not be considered.

13. Tender Prices and discounts

13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

13.5 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.6 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

13.7 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of

Commerce.

138 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:

- a) For Goods manufactured in Kenya:
 - i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
 - iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.
- b) For Goods manufactured outside Kenya, to be imported:
 - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
 - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;
- c) For Goods manufactured outside Kenya, already imported:
 - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
 - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.
- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14 Currencies of Tender and Payment

141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.

142 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

15.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

15.2 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

15.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

15.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.

15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

16.1 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

16.2 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
- b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

17.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.

17.3 If the award is delayed by a period exceeding the number of days to be specified in the

TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;
- b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

181 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

183 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a letter of credit; or
- v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

188 The Tender Security may be forfeited or the Tender Securing Declaration executed:

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a Performance Security in accordance with ITT 46.

189 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

1810 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.

1811 A tenderer shall not issue a tender security to guarantee itself.

19. Format and Signing of Tender

191 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it “ORIGINAL.” Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked “ALTERNATIVE.” In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

192 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

193 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

194 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.

195 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

201 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

202 The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and

- c) bear the name and Reference number of the Tender.
- 203 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the **TDS where** such documents should be received.
 - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
 - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

- 21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.
- 21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Tenders

- 22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23. Withdrawal, Substitution, and Modification of Tenders

- 23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.
- 23.2 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.
- 23.3 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

24. Tender Opening

- 24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.

- 242 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 243 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 244 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 245 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
- 246 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 247 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 248 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) number of pages of each tender document submitted.
- 249 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 25.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

253 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors and Omissions

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-

conformities in the Tender.

292 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

293 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**. The adjustment shall be based on the *average* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail.

30.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

31. Conversion to Single Currency

31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS**.

32. Margin of Preference and Reservations

32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

- 323 A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 324 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.
- 325 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33. Evaluation of Tenders

- 33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) substantially responsive to the tender documents; and
 - b) the lowest evaluated price.
- 33.2 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
 - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 33.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 33.5 The Procuring Entity's evaluation of a Tender will include and consider:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
 - b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;
- 33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods

and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the TDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34. Comparison of Tenders

34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

35. Abnormally Low Tenders

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

36. Abnormally High Tenders

36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37. Post-Qualification of the Tenderer

- 37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

- 38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) most responsive to the Tender document; and
 - b) the lowest evaluated price.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

- 39.1 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 notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

- 40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

41. Procuring Entity's Right to Vary Quantities at Time of Award

- 41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS**.

42. Notice of Intention to enter into a Contract

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals

the reason;

- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43. Standstill Period

43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

44. Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract

to the Tenderer offering the next lowest Evaluated Tender.

473 Performance security shall not be required for a contract, if so specified in the **TDS**.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

49. Procurement Related Complaints and Administrative Review

49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix to Instructions to Tenders
A. General	
ITT 1.1	<p>The reference number of the Request for Tenders (ITT) is: KeRRA/08/37/02/2023 – 2024.</p> <p>The Procuring Entity is: <i>Kenya Rural Roads Authority [KeRRA]</i></p> <p>The name of the ITT is: <i>Tender for Upgrading and Installation of Local Area Network (LAN), Related Infrastructure and Maintenance Services.</i></p> <p>The number and identification of lots (contracts) comprising this ITT is: <u>N/A</u></p>
ITT 1.2 (a)	<p>Electronic –Procurement System</p> <p>The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process:</p> <p>[e-system and URL address or link] <u>N/A</u></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Tendering process: <u>N/A</u></p>
ITT 2.3	<p>The Information made available on competing firms is as follows: <u>___N/A___</u></p> <hr/> <p>The firms that provided consulting services for the contract being tendered for are: <u>N/A</u></p>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: [2] Two
ITT 3.7	A list of debarred firms and individuals is available on the PPRA’s website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with (1) ICT Authority, (2) National Construction Authority (NCA), (3) Communications Authority of Kenya (CAK)
B. Contents of Tendering Document	
ITT 6.1	<p>The Tenderer will submit any request for clarifications in writing at the Address _</p> <p style="text-align: center;">Kenya Rural Roads Authority, Barabara Plaza Block B, Second Floor, South Wing, Airport South Road, Along Mazao Road, Opp KCAA Building, P.O Box 48151 – 00100, Nairobi, Kenya.</p> <p>i) To reach the Procuring Entity not later than 13th June, 2024 at 4.30pm</p> <p>ii) The Procuring Entity shall publish its response at the website: <i>www.kerra.go.ke</i></p>
ITT 6.2	<p>(a) A pre-tender conference will <u>not be held</u></p> <p>(b) However, pretender site visits for head office and 47 regional offices shall be Mandatory and tenderers are required to visit site and thereafter collect a duly signed pretender site visit certificate from authorized regional officers.</p> <p>Tenderers are required to visit and examine the Site of the required services and its</p>

ITT Reference	Particulars Of Appendix to Instructions to Tenders
	<p>surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the site shall be the Tenderer’s own expense. A list of the location of the regional offices can be obtained from the authority’s website.</p> <p>be held between 30th May, 2024 to 12th June, 2024, at:</p> <p style="text-align: center;">Kenya Rural Roads Authority, 47 Regional Offices & Head Office Barabara Plaza Block B, Second Floor, South Wing, Airport South Road, Along Mazao Road, Opp KCAA Building, JKIA P.O Box 48151 – 00100, Nairobi, Kenya.</p>
ITT 6.3	To reach the procuring entity not later than seven (7) days to Bid opening
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the at the website N/A_ .
C. Preparation of Tenders	
ITT 10 (j)	<ol style="list-style-type: none"> 1) Certified Certificate of Incorporation/registration certificate. 2) Certified PIN Certificate. 3) Certified VAT Certificate/Proof of VAT Obligation. 4) Certified Current (dated within 3 Months before date of opening) Certified CR12 Certificate from the Registrar of Companies. This should be provided with Identification Documents of Directors <i>and all individuals listed on the CR12</i>. (ID or Passport). For Corporate Directors, CR12 or its equivalent for the corporate directors, Identification Documents for the corporate Director and its directors MUST be provided. 5) Certified Valid Certified Current Single Business permit 6) Certified Valid Tax Compliance Certificate. 7) Tender Security in the amount of Kshs. 1,500,000 with this Tender and valid for the period specified under clause 18 of the Instructions to Bidders. 8) Written power of Attorney authorizing the signatory of the bid to commit the Bidder. It should be witnessed by a Commissioner of Oaths. 9) Provide valid OEM Premier partnership certificate or Higher in networking . 10) Provide Valid OEM professional partnership level in the security solution. 11) National Construction Authority (NCA) Certificate of registration in Electrical Engineering Service Contractor (NCA-1) and the Annual Practicing License. 12) Provide a valid compliance certificate for a Telecommunications Contractor (License issued by the Communications Authority of Kenya (CA). 13) Letter/Certificate of accreditation from ICT Authority in Information Security (ICTA-1). 14) Letter/Certificate of accreditation from ICT Authority in Networking (ICTA-1). 15) Provide valid Compliance Certificate on Data Protection as either a Data Controller or Data Processor. 16) Provide Manufacturer’s Authorization Letter/Form for all active and passive equipment and all software. 17) Provide duly filled, signed and stamped Certificate of pretender site visit of KeRRA Head office (Block B) Barabara Plaza and Forty-Seven (47) Regional Offices. 18) Attach a written warranty for all software, hardware components and accessories to be supplied. 19) Joint Venture Partnership must be supported by a duly executed joint venture agreement. This should be provided together with the mandatory requirements as stipulated in section III evaluation and qualification criteria.

ITT Reference	Particulars Of Appendix to Instructions to Tenders
ITT 12.1	Alternative Tenders [<i>“shall not be”</i>] considered. <i>[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details]</i>
ITT 13.5	The prices quoted by the Tenderer [<i>“shall not”</i>] be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each lot (contract) shall correspond at least to <i>[N/A]</i> percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to <i>[N/A]</i> percent of the quantities specified for this item of a lot.
ITT 13.8 (a) (i) and (iii)	Place of final destination: [KeRRA Head Office Nairobi and 47 Regional Offices]
ITT 13.8 (a) (iii)	Final Destination (Project Site): <i>[insert final destination/project site, if different from named place of destination]</i> [KeRRA Head Office Nairobi and 47 Regional offices]
ITT 13.8 (b) (i)	Named place of destination, in Kenya is KeRRA Head Office Nairobi and 47 Regional Offices
ITT 13.8 (b) (ii)	The Contract Price should factor in all costs deemed relevant to the bidder.
13.8 (c) (iv)	The place of final destination (Project Site) is <i>[KeRRA Head Office and 47 Regional Offices]</i> .
ITT 14.2	Foreign currency requirements not allowed .
ITT 15.4	Period of time the Goods are expected to be functioning: <i>[The goods shall be at the Yard till all of them have been utilized. Hence spare parts should be readily available]</i>
ITT 16.2 (a)	Manufacturer’s authorization is: [<i>“required”</i>]
ITT 16.2 (b)	After sales service is: [<i>“required”</i>]
ITT 17.1	The Tender validity period shall be <i>[180]</i> days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be _____N/A_____ days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By ___N/A_____% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and (ii) By ___N/A_____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.
ITT 18.1	<i>[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]</i> A Tender Security [<i>“shall be”</i>] required. A Tender-Securing Declaration [<i>“shall not be”</i>] required. The amount and currency of the Tender Security shall be <i>KShs. 1,500,000.00 (One Million Five Hundred Thousand Shillings Only)</i> .
ITT 19.1	In addition to the original of the Tender, the number of copies is: <i>[One (1) No. of copies]</i>

ITT Reference	Particulars Of Appendix to Instructions to Tenders
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>[A Power of Attorney attested by a Commissioner of Oaths to demonstrate the authority of the signatory to sign the Tender]</i> .
D. Submission and Opening of Tenders	
ITT 20.3	<p>A tender package or container that cannot fit in the tender box shall be received as follows: <u>Delivered To</u>; _____</p> <p style="text-align: center;">Kenya Rural Roads Authority, 3rd Floor, South Wing, Barabara Plaza Block B, Airport South Road, Along Mazao Road, Opp KCAA Building, JKIA P.O Box 48151 – 00100, Nairobi, Kenya. Tel: 020-8013846, 2710451, 2710464 Email: procurement@kerra.go.Ke;</p>
ITT 21.1	<p>For Tender submission purposes only, the Procuring Entity’s address is:</p> <p>The Director General, Kenya Rural Roads Authority, 3rd Floor, South Wing, Barabara Plaza Block B, Airport South Road, Along Mazao Road, Opp KCAA Building, JKIA P.O Box 48151 – 00100, Nairobi, Kenya. Tel: 020-8013846, 2710451, 2710464 Email: procurement@Kerra.go.Ke;</p> <p>The deadline for Tender submission is: Date: 20th June, 2024 Time: 11.00 a.m.</p> <p>Tenderers “shall not” have the option of submitting their Tenders electronically. The electronic Tender submission procedures shall be: <u>N/A</u>.</p>
ITT 24.1	<p>The Tender opening shall take place at:</p> <p>Physical Address:</p> <p style="text-align: center;">Kenya Rural Roads Authority, Ground Floor, South Wing, Barabara Plaza Block B, Airport South Road, Along Mazao Road, Opp KCAA Building, P.O Box 48151 – 00100, Nairobi, Kenya. Tel: 020-8013846, 2710451, 2710464 Email: procurement@Kerra.go.Ke;</p> <p>Date: 20th June, 2024 Time: 11.00am</p> <p>The electronic Tender opening procedures shall be: <i>[N/A]</i></p>
ITT 24.6	<p>The number of representatives of the Procuring Entity to sign is 3 (Three) representatives of the Procuring Entity conducting Tender opening.</p> <p>The opening session will involve an official of KeRRA opening the Bids,</p>

ITT Reference	Particulars Of Appendix to Instructions to Tenders
	<p>announcing the following:</p> <ol style="list-style-type: none"> 1) Name of Bidder /Member in the Joint Venture 2) Bid Security (Amount & Provider Name) 3) Tender Document Last Serial Number 4) Submitted Bid Price on the Form of tender
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below:---- --
ITT 31.1	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <i>[Kenya Shillings]</i></p> <p>The source of exchange rate shall be: <i>[The Central Bank of Kenya.]</i></p> <p>The date for the exchange rate shall be: <i>20th June, 2024 not earlier than 30 days prior to the deadline for submission of the Tenders, nor later than the original date for the expiry of Tender validity period].</i></p>
ITT 32.3	A margin of preference and/or reservation [<i>“shall not”</i>] apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITT 32.5	<p>The invitation to tender is extended to the following group that qualify for Reservations _____ N/A _____ who shall be duly registered with _____ N/A _____</p> <p><i>(These groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be; describe precisely which group qualifies).</i></p>
ITT 33.2	Price evaluation will be done for _____ N/A _____ <i>(specify Items or Lots (contracts))</i>
ITT 33.2 (d)	Additional evaluation factors are _____ N/A _____
ITT 33.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>[No]</i></p> <p>(b) Deviation in payment schedule: <i>[No]</i></p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: <i>[No]</i></p> <p>(d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender <i>[No]</i></p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment <i>[No]</i></p> <p>(f) the performance and productivity of the equipment offered; <i>[No]</i></p>
F. Award of Contract	
ITT 41.1	<p>The maximum percentage by which quantities may be increased is: <i>[15%]</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>[15%]</i></p>
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed _____ N/A _____% and without any change in

ITT Reference	Particulars Of Appendix to Instructions to Tenders
	the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security if so, required shall be in the sum of 10% of the Tender Sum.
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>The Director General</i> Procuring Entity: <i>Kenya Rural Roads Authority [KeRRA]</i> Email address: dg@kerra.go.ke or procurementhq@kerrra.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

11 Evaluation of Tenders

A. Preliminary examination for Determination of Responsiveness

At this stage all tenders will be examined to ensure that they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

Table 1. Preliminary Evaluation Criteria

No.	Qualification Criteria	Compliance Requirement		
	Requirement	Single Entity	Joint Venture	
			All Parties Combined	Each Party
1	Copy of Certified Certificate of Registration/Incorporation or Partnership deed to show that the applicant is a registered company and legally authorized to do business in Kenya	Must Meet	Must Meet	Must Meet
2	Duly filled, dated, stamped and signed Form of Tender. The Form of Tender shall include: i. Confidential Business Questionnaire, ii. Certificate of Independent Tender Determination, iii. Self-Declaration Forms (SD1, SD2 and Declaration and Commitment to the Code of Ethics), iv. Fraud and Corruption.	Must Meet	Must Meet	N/A
3	A valid Certified current KRA tax compliance certificate.	Must Meet	N/A	Must Meet
4	Certified VAT Certificate/ Proof of VAT Obligation.	Must Meet	N/A	Must Meet
5	Attach valid Certified Copy of the following Licenses; Current City, municipal or County Council trade license or business permit	Must Meet	N/A	Must Meet
6	Provide a Tender Security of Kshs 1,500,000.00 (Kenya Shillings One Million Five Hundred Thousand Shillings Only) in form of a bank guarantee from a bank licensed and operating in Kenya or another bank recognized by the Central Bank of Kenya. Tender security from an insurance company duly recognized by the Insurance Regulatory Authority and listed in the Public Procurement Regulatory Authority of Kenya (PPRA) website is also acceptable. The tender security shall be in the format provided in the tender document.	Must Meet	Must Meet	N/A
7	Provide Copies of Audited Accounts incorporating balance sheets (statements of financial position), profit and loss statements (statements of comprehensive income) and cash flow statements for any of the last three (3) consecutive years (2022, 2021, 2020) prepared in accordance with International Financial Reporting Standards and incorporating audit opinions issued in accordance with ICPAK By-Law No. 38. Attach ICPAK Auditor Firm's Annual Practicing license and The Auditor practicing license.	Must Meet	N/A	Must Meet
8	Provide Duly filled, signed, dated and stamped form of	Must Meet	Must Meet	N/A

No.	Qualification Criteria	Compliance Requirement		
	Requirement	Single Entity	Joint Venture	
			All Parties Combined	Each Party
	tender and Price schedule.			
9	Provide Duly filled, signed, dated and stamped Tendering Forms given under Section IV on Tendering Forms	Must Meet	Must Meet	N/A
10	Bidder MUST provide duly filled, signed and stamped certificate of pretender site visit of KeRRA Head office (Block B) Barabara Plaza and Forty-Seven (47) Regional Offices.	Must Meet	Must Meet	N/A
11	Provide A Written Power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oath. This requirement is not applicable to sole proprietorships.	Must Meet	Must Meet	Must Meet
12	Provide a Certified CR12 Certificate from the Registrar of Companies. The CR12 shall be a Current (dated within 3 Months before date of opening). This should be provided with Identification Documents of Directors and all individuals listed on the CR12. (ID or Passport). For Corporate Directors, CR12 or its equivalent for the corporate directors, Identification Documents for the corporate Director and its directors MUST be provided. Copy of CR 12. Where one or more of the shareholders is a company (Beneficial Ownership) the CR12 of such a company shall be provided)	Must Meet	Must Meet	Must Meet
13	Properly bound (spiral or perfect cover, hard copy or case bound) paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order to the last page). For pagination, the number system to be used are numerical numbers, i.e., 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 ...n (where n is the last page number).	Must Meet	Must Meet	Must Meet
14	Provide Certified National Construction Authority Certificate in Electrical Engineering Service Contractor (NCA-1) -Attach Certificate of Registration and the Annual Practicing License.	Must Meet	Must Meet	N/A
15	Payment and Delivery Schedule Proposals must be within the delivery period given under the Schedule of Requirements	Must Meet	Must Meet	N/A
16	Provide a written warranty for all software, hardware components and accessories to be supplied.	Must Meet	Must Meet	N/A
17	Provide a Certified Letter/Certificate of Accreditation from ICTA in Networking (ICTA-1).	Must Meet	Must Meet	N/A
18	Provide a Certified Letter/ Certificate of Accreditation from ICTA in Information Security (ICTA-1).	Must Meet	Must Meet	N/A
19	Provide a valid Certified OEM Premier Partnership Certificate in the Networking Solution or Higher.	Must Meet	Must Meet	N/A
20	Provide Certified Manufacturer's Authorization Letter/Form for all active and passive equipment.	Must Meet	Must Meet	N/A
21	Provide a written warranty for all software, hardware components and accessories to be supplied.	Must Meet	Must Meet	N/A
22	Provide a valid Certified Compliance Certificate for Telecommunications Contractor License issued by the	Must Meet	Must Meet	N/A

No.	Qualification Criteria	Compliance Requirement		
	Requirement	Single Entity	Joint Venture	
			All Parties Combined	Each Party
	Communications Authority of Kenya (CA).			
23	Advanced Security Architecture Level Specialization in Security. Attach Evidence.	Must Meet	Must Meet	N/A
24	Advanced Level Specializations from the OEM in Networking. Attach Evidence.	Must Meet	Must Meet	N/A
25	Provide valid Compliance Certificate on Data Protection as either a Data Controller or a Data Processor.	Must Meet	Must Meet	N/A
26	In case of a Joint Venture Partnership, the JV must be supported by a duly executed joint venture agreement. This should be provided together with the mandatory requirements.	N/A	Must Meet	Must Meet
	COMPLIANCE (COMPLIANT/NON-COMPLIANT)			

B. Detailed Evaluation examination

Tenders that do not pass the Technical & Financial Capacity Examination will be considered non-responsive and will not be considered further.

Table 2. Technical Capacity, Financial Capacity & Technical Evaluation Qualification Criteria

Criteria No.	Technical Criteria	Requirements Description
Historical Contract Non-Performance		
1)	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last Five (5) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.
2)	Pending Litigation	No pending litigation shall in total represent more than Thirty Percent (30%) of the Applicant's net worth and shall be treated as resolved against the Applicant.
Experience		
3)	General Experience	A Bidder must have Five (5) years' general experience prior to the applications submission deadline.

Criteria No.	Technical Criteria	Requirements Description
4)	Specific Experience	<p>Participation in the tender for upgrading and installation of Local Area Network (LAN) and related infrastructure, in at least Three (3) contracts each with a value of at least Kshs. 100 million within the last five (5) years that have been successfully and substantially completed and that are similar to the proposed Service. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Work Schedules and Specifications for upgrading and installation of Local Area Network (LAN) and related Infrastructure Requirements. The Bidder must provide copies of the following:</p> <ul style="list-style-type: none"> ✓ Letter of Award/ Local Purchase/ Service Order/ Signed Contract Agreement and ✓ Recommendation Letter from clients
5)	Proposed Methodology	<p>Bidders shall also submit proposals of work methods and schedule with sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and the completion time, in accordance with Work Schedules and Specifications for upgrading and installation of Local Area Network (LAN) and related infrastructure Requirements and the proposed methodology and work plan in responding to Specifications:</p> <ol style="list-style-type: none"> 1) Submit a detailed description of the Management and deployment tools available for managing the services. 2) Submit clear and concise project management work plan with logical sequence of tasks and milestones, timelines and resources super imposed on projected cash flows for KeRRA Head Office and the 47 Regional offices.
6)	Compliance to Technical Requirements	Compliance to Technical specification requirements as per the Specifications.
7)	Proposed Service Level Agreement	<ol style="list-style-type: none"> i) Completeness of Proposed Service Level Agreement (SLA) indicating Service plan of both active and passive equipment. ii) Delivery, Installation and Training plan iii) Attach a comprehensive escalation procedure for fault reporting with contacts of the Engineers during the maintenance period.
8)	Bidders must submit detailed Manufacturer Brochure/ Catalogue for the equipment	Manufacturer Brochure/ Catalogue for the equipment

Table 3 Personnel Qualification

Criteria No.	Requirements
9.	<p>Knowledge and experience of staff to implementing/ take charge of the contract execution.</p> <p><i>A training attendance certificate will not be considered.</i></p> <p>i. Project Manager – Degree in IT/related field and 10 years’ experience/certification in Project Management.</p> <p>Experienced and qualified engineers MUST possess the following OEM Certifications;</p> <p>a) Two (2) Technical Lead Engineers, one with Expert Level in Enterprise Infrastructure, and another Expert Level in Security and 5 years’ experience in the same.</p> <p>The following Engineers CV Must demonstrate at least 3 years’ experience in deployment of Enterprise Networks;</p> <p>b) One (1) Engineer with Expert Level Data Center Certification and relevant experience required to support and manage enterprise networks.</p> <p>c) One (1) Engineer with professional level Enterprise Certification and relevant experience required to support and manage Enterprise Networks.</p> <p>d) One (1) Engineer with Wireless Level Certification with relevant experience required to deploy and support an Enterprise Wireless Solution.</p> <p>e) One (1) Engineer with Professional Level Collaboration Certification with relevant experience required to deploy and support an Enterprise Collaboration Solution.</p> <p>f) Four (4) Cable Installers – Degree/Diploma in Electrical/ICT and Cabling Certification.</p> <p>g) At least (2) Vendor specific advanced or expert certification in the proposed Firewall Solution. At least one (1) personnel to have a Master Certification in the proposed solution and a troubleshooting certification on the proposed solution.</p> <p>h) At least (2) Engineers with at least 2 years of experience in servers and storage deployment and VCP Certification in Data Center Virtualization.</p> <p>i) At least 1 Specialist in electrical engineering certified by the engineering board of Kenya.</p> <p>Bidders should attach CVs Certified copies of certificates for the required staff.</p>

Table 4 Financial Evaluation Criteria

Financial Standing Should be supported by:

- a) The Submitted copies of audited profit and loss statements and balance sheet for the last three calendar years (2020, 2021 & 2022).
- b) The credit line if provided should be specific to this project and should be certified.

Criteria No.	Financial Criteria	Requirements Description
Financial Situation		
10	Financial Performance	Submission of audited balance sheets or if not required by the law of the applicant's country, other financial statements acceptable to the Employer, for the last three [3] years (2020, 2021 & 2022) to demonstrate: (a) the current soundness of the applicant's financial position and its prospective long-term profitability, and (b) capacity to have a minimum cash flow amount of KShs 50,000,000.00 equivalent working capital
11	Average Annual Service Provision Turnover	Minimum Average Annual Supply & Service Provision Turnover of KSh 100,000,000.00 [Kenya Shillings One Hundred Million Only)], calculated as total certified payments received for contracts in progress or completed, within the last three [(3)] ((2020, 2021 & 2022) years

C. Arithmetic Error Check

The Procuring Entity will examine all tenders to ensure they meet requirements on Arithmetical Errors in accordance to Clause 32 of the Instruction to Tenderers (ITT), and Abnormally Low Tenderers and Abnormally High Tenderers in accordance to Clause 37 of the ITT.

D. Tender Evaluation (ITT 35) **NOT APPLICABLE FOR THIS TENDER**

Price evaluation: in addition to the criteria listed in ITT 35.2 (a)–(d) the following criteria shall apply:

i) **Alternative Completion Times**, if permitted under ITT 15.2, will be evaluated as follows:

.....

ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 15.3, will be evaluated as Follows:

iii) **Other Criteria;** if permitted under ITT 35.2 (e):

E. Multiple Contracts **NOT APPLICABLE FOR THIS TENDER**

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

F. MARGIN OF PREFERENCE

- 11** If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.
- 12** The margin of preference will be applied in accordance with, and subject to, the following provisions:
- a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.
 - b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:
 - i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and
(b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender Submission date;
 - ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;
 - iii) **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
 - c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
 - d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
 - e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
 - f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices

shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

2 Post-Qualification of Tenderers (ITT 37)

21 If the Tenderer is a manufacturer

a) Financial Capability

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of **Kenya Shillings 50,000,000.00 (Fifty Million [or equivalent]**.
- ii) Minimum average annual supply turnover of **Kenya Shillings 100,000,000.00 (One Hundred Million Kenya Shillings)** *or* equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last **3 years**.

b) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV.

In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience.

Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender.

Wherever the Words “Similar Goods” have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

- i) The Tenderer shall be manufacturing similar Goods for the **last 5 Years**
- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least **Three (3) number** of contracts of similar Goods in the last **5 years** each contract costing at least **Kenya shillings 100,000,000.00 (One Hundred Million Kenya Shillings)** or equivalent and involving a supply of at least **80%** percentage of required quantity.

22 If Tenderer is a Supplier:

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the **supply cash flow of Kenya Shillings 50,000,000.00 (Fifty Million Kenya Shillings)**
- ii) Minimum average annual supply turnover of Kenya **Shillings 100,000,000.00 (One Hundred Million Kenya Shillings)** or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last **Three [3 year] years**, divided by *[3 years]* years.
- iii) Has satisfactorily and substantially completed **at least 3 (Three)** contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings **100,000,000.00 (One Hundred Million Kenya Shillings)** equivalent.

23 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last **Five (5 years)**. The required information shall be furnished as per form CON-2].

24 Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

25 Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **Three (3 years)**. All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

Form of Tender Tenderer Information Form Tenderer JV Members Information Form

Price Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods

Manufactured Outside Kenya, already imported Price Schedule: Goods Manufactured in Kenya

Price and Completion Schedule – Related Services Form of Tender Security – Demand

Guarantee Form of Tender Security (Tender Bond)

Form of Tender-Securing Declaration Manufacturer's Authorization Form

FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission] **Tender**

Name **and** **Identification:**.....[insert *identification*] **Alternative**

No.:.....[insert identification No if this is a Tender for an alternative]

To: [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration. Or Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: [*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*];

or

Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: [*Specify in detail each discount offered.*]

ii) The exact method of calculations to determine the net price after application of discounts are shown below: [*Specify in detail the method that shall be used to apply the discounts*];

g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;

- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ *(specify website)* during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest;
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers;
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption; and

d) Declaration and Commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the tenderer: **[insert complete name of the tenderer]*

Name of the person duly authorized to sign the Tender on behalf of the tenderer: ***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]* **Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]* **Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

**: Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of
Procuring Entity] for: _____ [Name and
number of tender] in response to the request for tenders made by: _____ [Name of
Tenderer] do hereby make the following statements that I certify to be true and complete in
every respect:

I certify, on behalf of _____ [Name
of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I of Post Office Box.....being a resident of in the Republic of.....do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*insert tender title/description*) for.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P.O. Box.....being a resident of..... in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*Insert tender title/description*) for..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (Person) on behalf of (*Name of the Business/ Company/Firm*).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
 - 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

23 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - 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 misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain 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;
 - v) "obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution,

and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Tender submission]*

Tender Name and Identification:..... *[Insert identification]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

Page _____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality _____

Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST-** Interest of the Firm in the Procuring Entity.

(i) Are there any person/persons in (*Name of Procuring Entity*) who has an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest Relationship or with Tenderer
1			
2			
3			

(ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name _____

Title or Designation _____

(Signature)

(Date)

TENDERER'S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].

Date:.....*[insert date (as day, month and year) of Tender submission].*

Tender Name and Identification:.....*[insert identification Alternative No.:.....[insert identification No if this is a Tender for an alternative].*

Page_____of_____pages

1.	<i>[insert Tenderer's legal name]</i>	Tenderer's Name:
2.	Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>	
3.	Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>	
4.	Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>	
5.	Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>	
6.	Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>	
7.	Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.	
8.	Included are the organizational chart and a list of Board of Directors	

Price Schedule Forms

The tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated in the Tables below;

1. Table of Summary of Price Schedules
2. Table A (Price Schedule: Goods Manufactured Outside Kenya, Already Imported)
3. Table B (Price Schedule: Goods Manufactured in Kenya)
4. Table C (Price and Completion Schedule - Related Services)

1. Summary of Price Schedules = Table A or B + Table C

1	2	3
Item N°	Description of Price Schedule	Total Price (KShs)
1	Total Price of Table A (Price Schedule: Goods Manufactured Outside Kenya, Already Imported) or Total Price of Table B (Price Schedule: Goods Manufactured in Kenya)	
2	Total Price of Table C (Price and Completion Schedule - Related Services)	
3	Total Price D (1 + 2) Exclusive VAT	
4	Add 10% Contingency (10% of total price item 3)	
5	Total Price E (3 + 4)	
6	Add 16% VAT	
	Grand Total Price (5 + 6) (Grand Total Price to be Forwarded to the Form of Tender)	

Note: Contingency will only be expensed upon the express Approval by the Director General.

Name of tenderer [*insert complete name of tenderer*]

Signature of tenderer [*signature of person signing the Tender*]

Date & Stamp [*insert date*]

2. TABLE A Price Schedule: Goods Manufactured Outside Kenya, already imported*

(Group C Tenders, goods already imported)

Date: _____

Currencies in accordance with ITT 15

ITT No: **KeRRA/08/37/02/2023– 2024.**

Alternative No: N/A

Page N° of

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 13.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 13.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 13.8 (c)(iv)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 13.8(c)(iv)	Total Price per line item (KShs.) (Col. 9+10)
		<i>[insert Country of Origin]</i>			<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line-item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
1	Core-Router		60 Days	1 No.							
2	Core-Switch		60 Days	1 No.							
3	Branch Router		60 Days	20 No.							
	Branch Switch		60 Days	15 No.							
4	Wireless Controller		60 Days	1 No.							
5	Ceiling mount wireless access point		60 Days	40 No.							
6	Firewall (Checkpoint) Bundled with Licenses for 3 years		60 Days	1 No.							
7	Executive IP Phone		60 Days	20 No.							
8	Server		60 Days	2 No.							
9	Storage Device		60 Days	2 No.							

2. TABLE A Price Schedule: Goods Manufactured Outside Kenya, already imported*

(Group C Tenders, goods already imported)

Date: _____

Currencies in accordance with ITT 15

ITT No: **KeRRA/08/37/02/2023– 2024.**

Alternative No: N/A

Page N° of

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 13.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 13.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 13.8 (c)(iv)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 13.8(c)(iv)	Total Price per line item (KShs.) (Col. 9+10)
		<i>[insert Country of Origin]</i>			<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line-item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
10	CAT 6A Ethernet cables (as Siemon)		60 Days	100 Rolls							
11	CAT 6A patch panels- 48 ports (as Siemon)		60 Days	40 No.							
12	CAT 6A patch panels- 24 ports (as Siemon)		60 Days	10 No.							
13	42U network Cabinet		60 Days	1 No.							
14	22U Network Cabinet		60 Days	5 No.							
15	CAT 6A wall plates		60 Days	10 No.							
16	3 Meter patch cords (as Siemon)		60 Days	20 No.							
17	5 Meter patch cords (as Siemon)		60 Days	20 No.							
18	Fiber cables for SFP optics		60 Days	10 No.							

2. TABLE A Price Schedule: Goods Manufactured Outside Kenya, already imported*

(Group C Tenders, goods already imported)

Date: _____

Currencies in accordance with ITT 15

ITT No: **KeRRA/08/37/02/2023– 2024.**

Alternative No: N/A

Page N° of

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 13.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 13.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 13.8 (c)(iv)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 13.8(c)(iv)	Total Price per line item (KShs.) (Col. 9+10)
		<i>[insert Country of Origin]</i>			<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line-item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
19	Double faceplate (as Siemon)		60 Days	100 No.							
20	Single faceplate (as Siemon)		60 Days	50 No.							
21	2U 4 inches deep horizontal cable manager with cover		60 Days	50 No.							
22	Siemon CAT 6A Modules		60 Days	250 No.							
23	1U 4 inches deep horizontal cable manager with cover		60 Days	20 No							
24	Metallic perimeter trunking		60 Days	50 Pcs							
25	Artificial Intelligence (AI) Integrated Display Unit (86-Inch Screen)		60 Days	3 No.							

2. **TABLE A Price Schedule: Goods Manufactured Outside Kenya, already imported***

(Group C Tenders, goods already imported)

Date: _____

Currencies in accordance with ITT 15

ITT No: **KeRRA/08/37/02/2023– 2024.**

Alternative No: N/A

Page N° of

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 13.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 13.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 13.8 (c)(iv)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 13.8(c)(iv)	Total Price per line item (KShs.) (Col. 9+10)
		<i>[insert Country of Origin]</i>			<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line-item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
26	Artificial Intelligence (AI) Integrated Display Unit (65-Inch Screen)		60 Days	2 No.							
27	Integrated off-grid power solution for active devices across the 47 Regions.		60 Days	47 (Lumpsum)							
28.	Projector		60 Days	1 No.							
29.	Supply of support of VMWare Licenses for 3 years		60 Days	Lumpsum							
Total Tender Price (Exclusive of VAT) TABLE A											

Name of tenderer *[insert complete name of tenderer]*

Signature of tenderer *[signature of person signing the Tender]*

Date *[insert date]*

** [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity.*

For clarity, tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties and taxes which is the difference of those values.]

NOTE: Price schedule should consider transportation cost

3. **TABLE B Price Schedule: Goods Manufactured in Kenya, already imported***

(Group C Tenders, goods already imported)										Date: _____	
Currencies in accordance with ITT 15										ITT No: KeRRA/08/37/02/2023 – 2024.	
										Alternative No: _____ N/A _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 13.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 13.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 13.8 (c)(iv)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 13.8(c)(iv)	Total Price per line item (KShs.) (Col. 9+10)
		<i>[insert Country of Origin]</i>			<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line-item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
1	Core-Router		60 Days	1 No.							
2	Core-Switch		60 Days	1 No.							
3	Branch Router		60 Days	20 No.							
	Branch Switch		60 Days	15 No.							
4	Wireless Controller		60 Days	1 No.							
5	Ceiling mount wireless access point		60 Days	40 No.							
6	Firewall (Checkpoint) Bundled with Licenses		60 Days	1 No.							
7	Executive IP Phone		60 Days	20 No.							
8	Server		60 Days	2 No.							
9	Storage Device		60 Days	2 No.							
10	CAT 6A Ethernet cables (as Siemon)		60 Days	100 Rolls							

3. **TABLE B Price Schedule: Goods Manufactured in Kenya, already imported***

(Group C Tenders, goods already imported)										Date: _____	
Currencies in accordance with ITT 15										ITT No: KeRRA/08/37/02/2023 – 2024.	
										Alternative No: _____ N/A _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 13.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 13.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 13.8 (c)(iv)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 13.8(c)(iv)	Total Price per line item (KShs.) (Col. 9+10)
		<i>[insert Country of Origin]</i>			<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line-item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
11	CAT 6A patch panels- 48 ports (as Siemon)		60 Days	40 No.							
12	CAT 6A patch panels- 24 ports (as Siemon)		60 Days	10 No.							
13	42U network cabinet		60 Days	1 No.							
14	22U Network cabinet		60 Days	5 No.							
15	CAT 6A wall plates		60 Days	10 No.							
16	3 Meter patch cords (as Siemon)		60 Days	20 No.							
17	5 Meter patch cords (as Siemon)		60 Days	20 No.							
18	Fiber cables for SFP optics		60 Days	10 No.							
19	Double faceplate (as Siemon)		60 Days	100 No.							
20	Single faceplate (as Siemon)		60 Days	50 No.							

3. **TABLE B Price Schedule: Goods Manufactured in Kenya, already imported***

(Group C Tenders, goods already imported)										Date: _____	
Currencies in accordance with ITT 15										ITT No: KeRRA/08/37/02/2023 – 2024.	
										Alternative No: _____ N/A _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 13.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 13.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 13.8 (c)(iv)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 13.8(c)(iv)	Total Price per line item (KShs.) (Col. 9+10)
		<i>[insert Country of Origin]</i>			<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line-item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
21	2U 4 inches deep horizontal cable manager with cover		60 Days	50 No.							
22	Siemon CAT 6A Modules		60 Days	250 No.							
23	1U 4 inches deep horizontal cable manager with cover		60 Days	20 No							
24	Metallic perimeter trunking		60 Days	50 Pcs							
25	Artificial Intelligence (AI) Integrated Display Unit (86-Inch Screen)		60 Days	3 No.							
26	Artificial Intelligence (AI) Integrated Display Unit (65-Inch Screen)		60 Days	2 No.							
27	Integrated off-grid power solution for active devices across 47 regional offices.		60 Days	47 No. (Lumps um)							

3. **TABLE B Price Schedule: Goods Manufactured in Kenya, already imported***

(Group C Tenders, goods already imported)										Date: _____	
Currencies in accordance with ITT 15										ITT No: KeRRA/08/37/02/2023 – 2024.	
										Alternative No: _____ N/A _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 13.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 13.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 13.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 13.8 (c)(iv)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 13.8(c)(iv)	Total Price per line item (KShs.) (Col. 9+10)
		[insert Country of Origin]			[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line-item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in Kenya]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]
28	Projector		60 Days	1 No.							
29.	VMWare Support Renewal for 3 Years		60 Days	Lump sum							
Total Tender Price (Exclusive of VAT) TABLE B											

3. TABLE B Price Schedule: Goods Manufactured in Kenya

Name of tenderer [insert complete name of tenderer] Signature of tenderer [signature of person signing the Tender]

Date [insert date]

NOTE: Price schedule should consider transportation cost

4 TABLE C

Price and Completion Schedule - Related Services

Currencies in accordance with ITT 15						Date: _____
						ITT No: KeRRA/08/37/02/2023 – 2024.
						Alternative No: _____ N/A
						Page N° of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Kenya to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (KShs.) (Col. 5*6 or estimate)
		<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
1	Civil Works, Installation, Configuration and Testing and Integration		Barabara Plaza, Block B and 47 Regional Offices	Lump Sum		
2	End-User Training		Barabara Plaza, Block B and 47 Regional Offices	Lump Sum		
3	Professional Certification Training on CCNP Enterprise (one off)		Barabara Plaza, Block B	10 in NO.		
4	Professional Certification Training on VMWare (one off)		Barabara Plaza, Block B	10 in NO.		
5	Maintenance of all Active and Passive Equipment (Routers, Switches, Wireless Controller, Access points, IP Phones, Servers, Storage Devices, Teleconferencing Devices, LAN, Power Backup System, and Primary & Secondary Data Center).	-		-	-	-
	Maintenance Period Year 1 (free warranty)		Barabara Plaza, Block B and 47 Regional Offices	Lump Sum	-	-
	Maintenance Period Year 2		Barabara Plaza, Block B and 47 Regional Offices	Lump Sum		
	Maintenance Period Year 3		Barabara Plaza, Block B and 47 Regional Offices	Lump Sum		
	Maintenance Period Year 4		Barabara Plaza, Block B and 47 Regional Offices	Lump Sum		
Total Tender Price (Exclusive of VAT) TABLE C						

Name of tenderer *[insert complete name of tenderer]*

Signature of tenderer *[signature of person signing the Tender]*

Date *[insert date]*

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 ___.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF TENDER-SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[Insert number of tendering process]*

To:.....*[insert complete name of*

Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of*[insert number of months or years]* starting on*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)
.....

Name:

Duly authorized to sign the bid for and on behalf of:*[insert complete name of Tenderer]*. Dated on day of..... *[Insert date of signing]*.

Seal or stamp.

MANUFACTURER’S AUTHORIZATION FORM

[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of ITT*

process] Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*

To: *[Insert complete name of Procuring Entity]* WHEREAS

We..... *[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us..... *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:..... *[Insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[Insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title:..... *[Insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2: SUPPLY REQUIREMENTS

Section V - Schedule of Requirements

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [to be provided by the tenderer]
1	2	3	4	5	6	7	8
1	Core-Router	1	No.	Barabara Plaza, Block B	60 Days	90 Days	
2	Core-Switch	1	No.	Barabara Plaza, Block B	60 Days	90 Days	
3	Branch Router	20	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
	Branch Switch	15	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
4	Wireless Controller	1	No.	Barabara Plaza, Block B	60 Days	90 Days	
5	Ceiling mount wireless access point	40	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
6	Firewall (Checkpoint)	1	No.	Barabara Plaza, Block B	60 Days	90 Days	
7	Executive IP Phone	20	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
8	Server	2	No	Barabara Plaza, Block B	60 Days	90 Days	
9	Storage Device	2	No	Barabara Plaza, Block B	60 Days	90 Days	
10	Portable Projector	1	No.	Barabara Plaza, Block B	60 Days	90 Days	
11	CAT 6A Ethernet cables (as Siemon)	100	Roll	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
12	CAT 6A patch panels- 48 ports (as Siemon)	40	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [to be provided by the tenderer]
1	2	3	4	5	6	7	8
13	CAT 6A patch panels- 24 ports (as Siemon)	10	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
14	9U network cabinet	10	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
15	22U Network	5	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
16	CAT 6A wall plates	10	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
17	3 Meter patch cords (as Siemon)	20	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
18	5 Meter patch cords (as Siemon)	20	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
19	Fiber cables for SFP optics	10	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
20	Double faceplate (as Siemon)	100	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
21	Single faceplate (as Siemon)	50	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
22	2U 4 inches deep horizontal cable manager with cover	50	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
23	Siemon CAT 6A Modules	250	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
24	1U 4 inches deep horizontal cable manager with cover	20	No.	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
25	Metallic perimeter trunking	50	Pcs	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
26	Artificial Intelligence (AI) Integrated Display Unit (86-Inch Screen)	3	No.	Barabara Plaza, Block B	60 Days	90 Days	

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [to be provided by the tenderer]
1	2	3	4	5	6	7	8
27	Artificial Intelligence (AI) Integrated Display Unit (65-Inch Screen)	2	No.	Barabara Plaza, Block B	60 Days	90 Days	
28	Integrated off-grid power solution for active devices	47	Lot	Barabara Plaza, Block B & 47 Regional Offices	60 Days	90 Days	
29	Primary & Secondary data center civil works/repairs (false floor and rodent control).	2	Lot	Barabara Plaza, Block B & Kajiado Regional Office	60 Days	90 Days	
31	VMware License	Various	Various	Barabara Plaza, Block B	60 Days	90 Days	

1. List of Related Services and Completion Schedule

Service No.	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>
1	Installation and Configuration of all Network Infrastructure	Various	Various	Barabara Plaza, Block B and Kajiado Regional Office	140 Days
2	Primary & Secondary data centre civil works/repairs (false floor and rodent control).	Various	Various	Barabara Plaza, Block B and Kajiado Regional Office	140 Days
3	Integration	Various	Various	Barabara Plaza, Block B	140 Days
4	End User Training	Various	Various	Barabara Plaza, Block B & Regional Office	140 Days
5	Professional Certification Training (CCNP Enterprise) for IT Technical Staff	10 persons	Various	Barabara Plaza, Block B	To be agreed upon
6	Professional Certification Training (VMware) for IT Technical Staff	10 persons	Various	Barabara Plaza, Block B	To be agreed upon
11	PREVENTIVE MAINTENANCE				
	Maintenance of all Active and Passive Equipment (Routers, Switches, Wireless Controller, Access Points, IP Phones, Servers, Storage Devices, Teleconferencing Devices, LAN, Power Backup System, and Primary & Secondary Data Centre).				
	Maintenance Period Year 1 (free warranty)	1	Years	Barabara Plaza, Block B	12 Months
	Maintenance Period Year 2	1	Years	Barabara Plaza, Block B	Subsequent 12 Months
	Maintenance Period Year 3	1	Years	Barabara Plaza, Block B	Subsequent 12 Months
	Maintenance Period Year 4	1	Years	Barabara Plaza, Block B	Subsequent 12 Months

2 Technical Specifications

The Local Area Network (LAN) at the KeRRA Head Office and the 47 Regional Offices is in need of an upgrade. The offices are served by a common trunking supplemented by both plastic and metal trunking.

1. Supply, install and configure Routers, Switches, Access Controller, Access points, Firewall, Power Backup for cabinets hosting active devices and Video Conferencing Solution.
2. Carry out structured cabling at KeRRA Head Office (Block B Barabara Plaza) main meeting room at the ground floor, South wing.
3. Undertake upgrade of existing LAN at the KeRRA Head Office (Block B Barabara Plaza) and the 47 regional offices.
4. Undertake all electro-mechanical and civil works required during installation.

Detailed Technical Requirements/ Specifications

2.1 Active Equipment

2.2.1 Minimum technical specification for a Core-Router

No	Feature	Minimum Requirements	Bidder's Response (Narrative answers describing how the proposed product meets the minimum specification)
1.	General Descriptive Requirement	Enterprise high performance integrated services router. 1 RU	
2.	Model/Brand	Internationally recognized tested mature brand/model. (Bidder must specify brand, model and series) The device MUST NOT be a product that has/is reaching end of life support/end of sale. BRAND NEW.	
3.	Processor	High-performance multi-core processors that support high speed WAN and multiple concurrent services.	
4.	Memory	At lease of 8GB DRAM memory	
5.	Flash memory modules	Internal: At least 16GB	
		External: external flash memory of 8GB upgradeable to 32GB	
6.	On-board LAN standards	4 Integrated WAN or LAN 1G/10G Ports (4 RJ-45-based ports, 2 SFP-based ports) 4 10G transceiver modules and 4 1G transceiver modules from OEM.	
		Supports IEEE 802.3 CSMA/CD or Ethernet	
		Supports IEEE 802.3u 10/100/1000/10000 Mbps	
7.	IPv4 Forwarding throughput	At least 19 Gbps	
8.	Software IOS release	Should be delivered with the latest version and supported IOS release running. The provided IOS MUST be installed with the initial product activated license that supports advanced IP services i.e., Data and Security (SEC).	
9.	SD-WAN Support	Supports SD-WAN aggregate bandwidth of 50Mbps, include SDWAN controllers subscription.	
	Voice	Supports voice with 64 channels PVDM	

10.	Remote Management Protocol	Supports SNMP 3, HTTP, SSH2, RMON, syslog, NetFlow and IPFix	
11.	Licensing, Warranty & Support	3-year subscription intent Based networking licensing and Minimum 3 years on Parts, labour and software and next business day replacement for any hardware failure that may occur. In addition, the equipment MUST include the manufacturer's premier technical support services that include: Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, Online troubleshooting / support tools and proactive problem diagnosis services. The proposed product MUST have a manufacturer's local warranty & Support. KERRA will verify with the manufacturer to ensure compliance.	

2.2.2 Minimum technical specification for a Core-Switch

No	Feature	Minimum Requirements	Bidder's Response (Narrative answers describing how the proposed product meets the minimum specification)
1.	General Descriptive Requirement	Enterprise standalone, High-density, High performance, Gigabit Ethernet switch. Layer 2 switching and basic routing to be supported. The switch MUST provide a seamless integration with the existing KERRA network.	
2.	Model and Technology	Mature internationally recognized brand, in existence for at least 10 years (bidder must specify brand, model and series). The device MUST NOT be a product that has/is reaching end of life support/end of sale in two years' time.	
3.	Network Ports	24x 1/10/25G Gigabit Ethernet + 4x 40/100G Uplink- 4 10G enterprise class transceiver modules from OEM.	
4.	Routing and Layer 3 Features	Must support Advanced Layer 3 capabilities including OSPF, EIGRP, ISIS, RIP and routed access	
5.	Other Features	Must support (IPv4 and IPv6) features, advanced quality of service (QoS), rate limiting, Access Control Lists (ACLs)	
		IEEE 802.1Q, 802.1p, 802.3x	
		Ethernet: IEEE 802.3, 10BaseT, and 10BaseFL	
		PoE+	

6.		Fast Ethernet: IEEE 802.3u, 100BaseTX, 10BaseFX	
		Gigabit Ethernet: IEEE 802.3z.	
		Compatible with different vendors' network equipment such as 3com, Nortel, D-link, extreme, Arista and Cisco.	
		PoE+	
		Fast Ethernet: IEEE 802.3u, 100BaseTX, 10BaseFX	
7.	Network Monitoring	Compliant with IEEE SNMP standards. Capable of monitoring the Network up to Node Level.	
8.	Spanning Tree Protocol Technology	Must support IEEE 802.1D - Spanning-Tree Protocol, IEEE 802.1W -Rapid Spanning Tree, IEEE 802.1S - Multiple Spanning Tree	
9.	VLAN support	Compliant with IEEE 802.1Q standards- should support VLANS/Network Segmentation.	
10.	Security	Port Level Security e.g., Port Filtering, Access Control Lists, Policy based routing etc.	
11.	Operation	Auto negotiating on all ports: Automatically selects half-or full-duplex transmission mode as required to optimize bandwidth.	
		2.0Tbps full Duplex throughput	
		Can support converged wired and wireless access.	
		Per-port broadcast, multicast, and unicast storm control prevents faulty end stations from degrading overall systems performance.	
12.	Software OS release	Should be delivered with the latest version and supported OS release	
13.	Power input	Dual power supply units	
		240 VAC, 50-60 Hz	
14.	FAN	Dual fan modules, field-replacement	
15	Licensing, Warranty & Support	3-year subscription intent Based networking licensing and Minimum 3 years on Parts, labour and software and next business day replacement for any hardware failure that may occur. In addition, the equipment MUST include the manufacturer's premier technical support services that include: Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, Online troubleshooting / support tools and proactive problem diagnosis services. The proposed product MUST have a manufacturer's local warranty & Support. KERRA will verify with the manufacturer to ensure compliance.	

2.2.3 Minimum technical specification for Branch Router

No	Feature	Minimum Requirements	Bidder's Response (Narrative answers describing how the proposed product meets the minimum specification)
1.	General Descriptive Requirement	Enterprise high performance integrated services router.	
2.	Model/Brand	Internationally recognized tested mature brand/model. (Bidder must specify brand, model and series) The device MUST NOT be a product that has/is reaching end of life support/end of sale. BRAND NEW.	
3.	Security capabilities	Router should be future proof with the ability to support Advanced security features available on-box, including Enterprise Firewall with Application Awareness, IPS/IDS, Advanced Malware Protection, URL filtering, and Secure Internet Gateway (SIG)	
4.	Memory	At lease of 4GB DRAM memory	
5.	Flash memory modules	Internal: At least 8GB	
6.	On-board LAN standards	8GE Ports copper and 2GE WAN ports	
7.	Software release	Should be delivered with the latest version and supported release running. The provided software MUST be installed with the initial product activated license that supports advanced IP services i.e., Data and Security (SEC).	
8.	SD-WAN Support	Supports SD-WAN with an minimum SDWAN IPSEC throughput (IMIX) 450 Mbps and 200 SDWAN overlay tunnels.	
9.	Number of ACLs per system	4000	
10.	Remote Management Protocol	Supports SNMP 3, HTTP, SSH2, RMON, syslog, Netflow and IPFix	
11.	VPN support	Supports VPN with a Minimum IPSEC throughput of 450Mbps and 100 IPsec IPV4 tunnels	
12.	NAT sessions	100K	
14.	Power integration	Supports in-line PoE	
		USB-Based Console Access port with its console cable	
15.	Interfaces	Serial console port - RJ45 Serial auxiliary port - RJ45	
16.	Power input	AC input voltage: Universal 100 to 240 VAC, 50 to 60 Hz <ul style="list-style-type: none"> ● Output voltage: 12 VDC ● Maximum output power: 66W ● Requires 115W power supply for optional PoE and PoE+ 	

		<ul style="list-style-type: none"> PoE output voltage of -53.5 VDC 	
17.	Operating Conditions	Temperature: 0°C to 40°C	
18.	Warranty	At least 3 years on parts, labour and software and next business day replacement for any hardware failure that may occur.	
19.	Support	<p>At least 3 years on parts, labour and software. In addition, the equipment <i>MUST</i> include the manufacturer’s premier technical support services including: Accelerated hardware replacement options, Operating system updates, Access to Manufacturer’s technical assistance team, Online troubleshooting / support tools and proactive problem diagnosis services.</p> <p>The proposed product <i>MUST</i> have a manufacturer’s local warranty & Support. KERRA will verify with the manufacturer to ensure compliance.</p>	

2.2.4 Minimum technical specification for Branch Switch

No	Feature	Minimum Requirements	Bidder’s Response (Narrative answers describing how the proposed product meets the minimum specification)
1.	General Descriptive Requirement	Enterprise standalone, High-density, High performance, Gigabit Ethernet switch. Layer 2 switching and basic routing to be supported. The switch <i>MUST</i> provide a seamless integration with the existing KERRA network.	
2.	Model and Technology	Mature internationally recognized brand, in existence for at least 10 years (bidder must specify brand, model and series). The device <i>MUST NOT</i> be a product that has/is reaching end of life support/end of sale in two years’ time.	
3.	Network Ports	24 Ethernet 10/100/1000/10000 ports, 4X10G-SFP transceiver-based Gigabit Ethernet ports fully populated with transceiver modules from OEM.	
4.	Routing and Layer 3 Features	Must support Advanced Layer 3 capabilities including OSPF, EIGRP, ISIS, RIP and routed access	
5.	Other Features	Must support (IPv4 and IPv6) features, advanced quality of service (QoS), rate limiting, Access Control Lists (ACLs)	

6.	Compliance	IEEE 802.1Q, 802.1p, 802.3x	
		Ethernet: IEEE 802.3, 10BaseT, and 10BaseFL	
		PoE+	
		Fast Ethernet: IEEE 802.3u, 100BaseTX, 10BaseFX	
		Gigabit Ethernet: IEEE 802.3z.	
		Compatible with different vendors' network equipment such as 3com, Nortel, D-link, extreme, Arista and Cisco.	
7.	Network Monitoring	Compliant with IEEE SNMP standards. Capable of monitoring the Network up to Node Level.	
8.	Spanning Tree Protocol Technology	Must support IEEE 802.1D - Spanning-Tree Protocol, IEEE 802.1W -Rapid Spanning Tree, IEEE 802.1S - Multiple Spanning Tree	
9.	VLAN support	Compliant with IEEE 802.1Q standards- should support VLANS/Network Segmentation. Supports up to 4096 VLAN IDS	
10.	Security	Port Level Security e.g., Port Filtering, Access Control Lists, Policy based routing etc.	
11.	Operation	Auto negotiating on all ports: Automatically selects half-or full-duplex transmission mode as required to optimize bandwidth.	
		128 Gbps Switching capacity, Minimum 95 Mpps forwarding capacity	
		Can support converged wired and wireless access.	
		Per-port broadcast, multicast, and unicast storm control prevents faulty end stations from degrading overall systems performance.	
12.	Software OS release	Should be delivered with the latest version and supported OS release	
13.	Power input	Dual power supply units 600WAC	
		240 VAC, 50-60 Hz	
14.	Fan	Dual fan modules.	
15.	Licensing, Warranty & Support	3-year subscription intent Based networking licensing and Minimum 3 years on Parts, labour and software and next business day replacement for any hardware failure that may occur. In addition, the equipment MUST include the manufacturer's premier technical support services that include: Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, Online troubleshooting / support tools and proactive problem diagnosis services. The proposed product MUST have a manufacturer's local warranty & Support. KERRA will verify with the manufacturer to ensure compliance.	

2.2.5 Minimum technical specification for Wireless Controller

No	Feature	Minimum Requirements	Bidder's Response <i>(Narrative answers describing how the proposed product meets the minimum specification)</i>
1.	General Descriptive Requirement	Enterprise high performance Wireless Lan Controller.	
2.	Model/Brand	Internationally recognized tested mature brand/model. (Bidder must specify brand, model and series) The device MUST NOT be a product that has/is reaching end of life support/end of sale. BRAND NEW.	
3.	Maximum number of access points	The WLC should be able to support up to 250 Access Points with Performance license	
4.	Maximum number of clients	The WLC should be able to support between 5000, 10,000 clients with Performance license	
5.	Maximum throughput	Must support 5 Gbps-10 Gbps	
6.	Maximum WLANs	Must support up to 4096 WLANS	
7.	Maximum VLANs	Must support up to 4096 WLANS	
8.	License	Should support Smart License	
9.	Management	Should be able to support Cisco DNA Center, Cisco Prime Infrastructure, and third party (open standards APIs).	
10.	Access points	Should support Cisco Aironet 802.11ac Wave 1 and Wave 2 access points,	
11.	Licensing, Warranty & Support	Minimum 3 years on Licensing, Parts, labour and software and next business day replacement for any hardware failure that may occur. In addition, the equipment MUST include the manufacturer's premier technical support services that include: Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, Online troubleshooting / support tools and proactive problem diagnosis services. The proposed product MUST have a manufacturer's local warranty & Support. KERRA will verify with the manufacturer to ensure compliance.	

2.2.6 Minimum technical specification for Access Point

No	Feature	Minimum Requirements	Bidder's Response <i>(Narrative answers describing how the proposed product meets the minimum specification)</i>
1.	General Descriptive Requirement	Enterprise grade Access Points.	
2.	Model/Brand	Internationally recognized tested mature brand/model. (Bidder must specify brand, model and series) The device MUST NOT be a product that has/is reaching end of life support/end of sale. BRAND NEW.	
3.	Wi-Fi 6E (802.11ax)	<p>Must support the IEEE 802.11ax standard, The IEEE 802.11ax emerging standard, also known as High-Efficiency Wireless (HEW) or Wi-Fi 6, builds on 802.11ac. It delivers a better experience in typical environments with more predictable performance for advanced applications such as 4K or 8K video, high-density, high-definition collaboration apps, all-wireless offices, and IoT. Wi-Fi 6 is designed to use both the 2.4-GHz and 5-GHz bands, unlike the 802.11ac standard.</p> <p>2x2 uplink/downlink MU-MIMO with two spatial streams</p> <p>Uplink/downlink OFDMA</p> <p>TWT</p> <p>BSS coloring MRC</p> <p>802.11ax beamforming</p> <p>20-, 40-, 80- channels</p> <p>PHY data rates up to 1.488 Gbps (80 MHz with 5 GHz and 20 MHz with 2.4 GHz)</p> <p>Packet aggregation: A-MPDU (transmit and receive), A-MSDU (transmit and receive)</p> <p>802.11 DFS</p> <p>CSD support</p> <p>WPA3 support</p>	
4.	Environmental sensors	Must support built-in sensors measure air quality (Total Volatile Organic Compounds [TVOC]), temperature, and humidity that help ensure a safe working environment, avoiding the need to install an overlay of difficult-to-manage independent sensors.	
5.	Smart AP	Should be a Smart AP which causes the access point to change its power consumption to reflect its current client load.	
6.	Band steering	Should Enhanced to help clients that are 6-GHz capable to leave the 5-GHz radio and connect to the 6-GHz one. Wi-Fi 6E clients are automatically directed to connect to the 6-GHz radio to take advantage of the benefits that that radio offers and free up the 2.4- and 5-GHz radios for legacy clients.	
7.	Uplink/downlink OFDMA	Should support Orthogonal Frequency-Division Multiple Access (OFDMA)-based scheduling which splits the bandwidth into smaller frequency allocations which can be assigned to individual clients in both the downlink and uplink directions to reduce overhead and latency.	

8.	Uplink/downlink MU-MIMO technology	Should be able to support the highest number with 16 spatial streams, Multiuser Multiple Input, Multiple Output (MU-MIMO) that enables the access points to split spatial streams between client devices to maximize throughput.	
9	Intelligent Capture	Have software that can, track more than 240 anomalies and instantaneously review all packets on demand, emulating the onsite network administrator. Intelligent Capture allows for more informed decisions on your wireless networks.	
10	Indoors or outdoor	Indoor environments, with internal antennas	
11	Licensing, Warranty & Support	Minimum 3 years on Licensing, Parts, labour and software and next business day replacement for any hardware failure that may occur. In addition, the equipment MUST include the manufacturer's premier technical support services that include Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, Online troubleshooting / support tools and proactive problem diagnosis services. The proposed product MUST have a manufacturer's local warranty & Support. KERRA will verify with the manufacturer to ensure compliance.	

2.2.7 Minimum technical specification for Firewall

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
1. General requirements		
The Vendor of the Firewall software must have at least 20 years of experience in the security market		
The vendor must exclusively provide Internet security solutions.		
The vendor must provide evidence of year over year leadership positions in enterprise firewall, UTM firewalls and intrusion prevention based on independent security industry data. Solution must be in Gartner's Leadership Quadrant.		
The vendor must be capable of serving the entire scope of security Firewall requirements, including throughput, connection rate and next generation security application enablement for all network deployments, from small office to data center in a single hardware appliance.		
The vendor must have a security Firewall solution that can support the enablement of all next generation firewall security applications, including intrusion protection, application control, URL filtering, Anti-Bot, Anti-Virus, Sand-boxing & Scrubbing (Threat Emulation and Threat Extraction) all managed from a central platform.		
The next generation Firewall must be capable of supporting these next generation security applications on a unified platform.		
a. Stateful Inspection Firewall		
b. Intrusion Prevention System		
c. User Identity Acquisition		
d. Application Control and URL filtering		
e. Anti – Bot and Anti – Virus		
f. Threat Emulation (Sandboxing)		
g. Threat Extraction (scrubbing)		
h. HTTPS Inspection		
i. Identity Awareness		
j. Anti – Spam and Email Security		
k. IPSec VPN		
l. Data Loss Prevention (Optional)		
m. Mobile Access		
n. Monitoring and Logging		
o. Logging and Status		
p. Event Correlation and Reporting		
q. Networking & Clustering		
r. Virtual Systems		
The vendor must supply all industry certifications of the solution.		
Vendor must have the capability to provide a solution to mitigate Distributed Denial of Service attacks.		
2. Requirements for Next Generation Firewall		
The Firewall must use Stateful Inspection based on granular analysis of communication and application state to track and control the network flow.		

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
The Firewalls must be capable of supporting the minimum throughputs, connection rates and concurrent connections requirements as below: Real World Production Conditions: a. 5.8 Gbps of Threat Prevention. b. 13.4 Gbps of NGFW c. 19 Gbps IPS. d. 26 Gbps of firewall throughput Performance Lab Conditions: e. 38 Gbps Firewall Throughput (1518B UDP). f. 164,000 connections/second. g. 4 million concurrent connections.		
Solution must support access control for at least 150 predefined /services/protocols		
Must provide security rule hit count statistics to the management application or firewall manager.		
Must allow security rules to be enforced within time intervals to be configured with an expiry date/time.		
The communication between the management servers and the security firewalls must be encrypted and authenticated with PKI Certificates.		
The firewall must support user, client and session authentication methods.		
The following user authentication schemes must be supported by the firewall and VPN module: tokens (i.e. SecureID), TACACS, RADIUS and digital certificates		
Solution must include a local user database to allow user authentication and authorization without the need for an external device		
Solution must support DHCP, server and relay		
Solution must support HTTP & HTTPS proxy.		
Solution must include the ability to work in Transparent/Bridge mode.		
Solution must support Firewall high availability and load sharing with state synchronization		
IPv6 Support		
Solution must support Configuration of dual stack gateway on an aggregated interface, OR on a sub-interface of an aggregated interface.		
Solution must support IPv6 traffic handling on IPS and APP module, Firewall, Identity Awareness, URL Filtering, Antivirus and Anti-Bot		
Solution must Support 6 to 4 NAT, or 6 to 4 tunnel		
Solution must support AD integration using ipv6 traffic		
Solution must support Smart view tracker / smart log able to show ipv6 traffic		
Platform shall support ability to display IPv6 routing table (separated per customer security context in CLI and GUI (EMS/Portal)		
Solution shall support the following Ipv6 RFCs:		
RFC 1981 Path Maximum Transmission Unit Discovery for IPv6		
RFC 2460 IPv6 Basic specification		
RFC 2464 Transmission of IPv6 Packets over Ethernet Networks		

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
RFC 3596 DNS Extensions to support IPv6		
RFC 4007 IPv6 Scoped Address Architecture		
RFC 4193 Unique Local IPv6 Unicast Addresses		
RFC 4213 Basic Transition Mechanisms for IPv6 Hosts and Routers – 6in4 tunnel is supported.		
RFC 4291 IPv6 Addressing Architecture (which replaced RFC1884)		
RFC 4443 ICMPv6		
RFC 4861 Neighbor Discovery		
RFC 4862 IPv6 Stateless Address Auto-configuration		
Intrusion Prevention System		
Vendor must provide evidence of year over year leadership position of Gartner Magic Quadrant for Intrusion Prevention solutions and/or Enterprise network Firewall Gartner Magic Quadrant		
IPS must be based on the following detection mechanisms: exploit signatures, protocol anomalies, application controls and behavior-based detection		
IPS and firewall module must be integrated on one platform.		
The administrator must be able to configure the inspection to protect internal hosts only		
IPS must have options to create profiles for either client or server based protections, or a combination of both		
IPS must provide at least two pre-defined profiles/policies that can be used immediately		
IPS must have a software based fail-open mechanism, configurable based on thresholds of security gateways CPU and memory usage		
IPS must provide an automated mechanism to activate or manage new signatures from updates		
IPS must support network exceptions based on source, destination, service or a combination of the three		
IPS must include a troubleshooting mode which sets the in use profile to detect only, with one click without modifying individual protections		
IPS application must have a centralized event correlation and reporting mechanism		
The administrator must be able to automatically activate new protections, based on configurable parameters (performance impact, threat severity, confidence level, client protections, server protections)		
IPS must be able to detect and prevent the following threats: Protocol misuse, malware communications, tunneling attempts and generic attack types without predefined signatures		
For each protection the solution must include protection type (server-related or client related), threat severity, performance impact, confidence level and industry reference		
IPS must be able to collect packet capture for specific protections		
IPS must be able to detect and block network and application layer attacks, protecting at least the following services: email services, DNS, FTP, Windows services (Microsoft Networking).		

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
Vendor must supply evidence of leadership in protecting Microsoft vulnerabilities		
IPS and/or Application Control must include the ability to detect and block P2P & evasive applications		
The administrator must be able to define network and host exclusions from IPS inspection		
Solution must protect from DNS Cache Poisoning, and prevents users from accessing blocked domain addresses		
Solution must provide VOIP protocols protections		
IPS and/or Application Control must detect and block remote controls applications, including those that are capable tunneling over HTTP traffic		
IPS must have SCADA protections		
IPS must have a mechanism to convert SNORT signatures		
Solution must enforce Citrix Protocol enforcement		
Solution must allow the administrator to easily block inbound and/or outbound traffic based on countries, without the need to manually manage the IP ranges corresponding to the country		
User Identity Acquisition		
Must be able to acquire user identity by querying Microsoft Active Directory based on security events		
Must have a browser based User Identity authentication method for non-domain users or assets		
Must have a dedicated client agent that can be installed by policy on users' computers that can acquire and report identities to the Security Gateway		
Must support terminal server environments		
The solution should integrate seamlessly with directory services, IF-MAP and Radius		
Impact on the domain controllers must be less than 3%.		
The identity solution should support terminal and Citrix servers		
The Solution should allow identification through a proxy (example: X-forwarded headers)		
Must be able to acquire user identity from Microsoft Active Directory without any type of agent installed on the domain controllers		
Must support Kerberos transparent authentication for single sign on		
Must support the use of LDAP nested groups		
Must be able share or propagate user identities between multiple security gateways		
Must be able to create identity roles to be used across all security applications		
Application Control and URL Filtering		
Application control database must contain more than 8, 000 known applications.		
Solution must be able to create a filtering rule with multiple categories.7		
Solution must be able to create a filtering for single site being supported by multiple categories.		
Solution must have users and groups granularity with security rules		

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
The security gateway local cache must give answers to 99% of URL categorization requests within 4 weeks in production		
The solution must have an easy to use, searchable interface for applications and URLs		
The solution must categorize applications and URLs by Risk Factor		
The application control and URLF security policy must be able to be defined by user identities		
The application control and URLF database must be updated by a cloud based service		
The solution must have unified application control and URLF security rules		
The solution must provide a mechanism to inform or ask users in real time to educate them or confirm actions based on the security policy		
The solution must provide a mechanism to limit application usage based on bandwidth consumption		
The solution must allow network exceptions based on defined network objects		
The solution must provide the option to modify the Blocking Notification and to redirect the user to a remediation page		
Solution must include a Black and White lists mechanism to allow the administrator to deny or permit specific URLs regardless of the category		
Solution must have a configurable bypass mechanisms		
Solution must provide an override mechanism on the categorization for the URL database		
The application control and URLF security policy must report on the rule hit count		
Anti-Bot and Anti-Virus		
Vendor must have an integrated Anti-Bot and Anti-Virus application on the next generation firewall		
Anti-bot application must be able to detect and stop suspicious abnormal network behavior		
Anti-Bot application must use a multi-tiered detection engine, which includes the reputation of IPs, URLs and DNS addresses and detect patterns of bot communications		
Anti-Bot protections must be able to scan for bot actions		
The solution should support detection & prevention of Cryptors & ransomware viruses and variants (e.g. Wannacry, Cryptlocker and CryptoWall) through use of static and/or dynamic analysis		
The solution should have mechanisms to protect against spear phishing attacks		
DNS based attacks: The solution should have detection and prevention capabilities for C&C DNS hide outs: <ul style="list-style-type: none"> • Look for C&C traffic patterns, not just at their DNS destination. • Reverse engineer malware in order to uncover their DGA (Domain Name Generation). • DNS trap feature as part of our threat prevention, assisting in discovering infected hosts generating C&C communication. 		
The solution should have detection and prevention capabilities for DNS tunneling attacks		

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
Anti-Bot and Anti-Virus policy must be administered from a central console		
Anti-Bot and Anti-Virus application must have a centralized event correlation and reporting mechanism		
Anti-virus application must be able to prevent access to malicious websites		
Anti-virus application must be able to inspect SSL encrypted traffic		
Anti-Bot and Anti-Virus must be have real time updates from a cloud based reputation services		
Anti-Virus must be able to stop incoming malicious files		
Anti-Virus must be able to scan archive files		
Anti-Virus and Anti-Bot policies must be centrally managed with granular policy configuration and enforcement		
The Anti-Virus should support more than 50 cloud based AV engines		
The Solution should support scanning for links inside emails		
The Anti-Virus should Scan files that are passing on CIFS protocol		
SSL Inspection (inbound/Outbound)		
The Solution offers support for SSL Inspection/Decryption with leading performance across all threat mitigation technologies		
The solution should support Perfect Forward Secrecy (PFS , ECDHE cipher suites)		
The solution should support AES-NI,AES-GCM for improved throughput		
Threat emulation/sandboxing should be integrated with SSL Inspection		
The Solution should leverage the URL filtering data base to allow administrator to create granular https inspection policy		
The Solution can inspect HTTPS based URL Filtering without requiring SSL decryption		
Sandboxing		
The solution must provide the ability to Protect against zero-day & unknown malware attacks before static signature protections have been created		
Real-Time Prevention-unknown malware patient-0 in web browsing		
Real-Time Prevention-unknown malware patient-0 in email.		
Deployment topologies:		
The solution should be part of a complete multi-layered threat prevention architecture (with IPS,AV,AB,URLF,APP FW)		
The solution should support Network based Threat emulation		
The solution should support Host based Threat emulation		
The solution should provide both onsite and cloud based implementations		
Pure cloud solution		
The solution should support 3rd party integration (public API)		
The solution should support deployment in inline mode		
The solution should support deployment in MTA (Mail Transfer Agent) mode, inspect TLS & SSL		
The solution should support deployment in TAP/SPAN port mode		
The solution should not require separate infrastructure for email		

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
protection & web protection		
Device must support cluster installation.		
Files supported:		
The solution should be able to emulate executable, archive files ,documents, JAVA and flash specifically:		
Threat Emulation supports these file types:		
File Extension		
.bz2		
.CAB		
.csv		
.com		
.cpl		
.doc		
.docx		
.dot		
.dotx		
.dotm		
.docm		
.exe		
.gz		
.hwp		
.iso		
.jar		
.js /.jse (*)		
.PIF		
.pdf		
.ppt		
.pptx		
.pps		
.pptm		
.potx		
.potm		
.ppam		
.ppsx		
.ppsm		
.rar		
.rtf		
.scr		
.Seven-Z		
.sldx		
.sldm		
.swf		
.tar		
.tbz2		
.tbz		
.tb2		

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
.tgz		
.vbs (*)		
.vba (*)		
.vbe (*)		
.wsf (*)		
.wsh (*)		
*.xz		
Protocols		
The solution should be able to emulate executable, archive files ,documents, JAVA and flash specifically within various protocols:		
HTTP		
HTTPS		
SMTP		
SMTP TLS		
PO3		
FTP		
CIFS (SMB)		
OS support:		
The emulation engine should support multiple OS's such as XP and Windows7, 8,10 32/64bit including customized images		
The solution must support prepopulated LICENSED copies of Microsoft windows and office images through an agreement with Microsoft		
The engine should detect API calls, file system changes, system registry, network connections, system processes		
The solution should support static analysis for windows, mac OS-X, Linux or any x86 platform		
Sandboxing Technology:		
The sandboxing engine should be able to inspect, emulate, prevent and share the results of the sandboxing event into the anti-malware infrastructure		
The solution should be able to perform pre-emulation static filtering		
the solution would enable emulation of file sizes larger than 10 Mb in all types it supports		
The solutions should support automated machine learning based detection engines		
The solution should detect the attack at the exploitation stage – i.e. before the shell-code is executed and before the malware is downloaded/executed.		
The solution should be able to detect ROP and other exploitation techniques (e.g., privilege escalation) by monitoring the CPU flow		
The solution must be able to support scanning links inside emails for 0-days & unknown malware		
- scan history URLs recorded from emails last X days and check if rating changed (example: from clean to malicious rating)		
Average Emulation time of a suspected malware verdict as benign should be no more than 1 minute		
Average Emulation time of a suspected malware verdict as malware		

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
should be no more than 3 minutes		
The threat emulation solution should allow for 'Geo Restriction' which enables emulations to be restricted to a specific country		
The solution must provide the ability to Increase security with automatic sharing of new attack information with other gateways in means of signature updates etc.		
The emulation engine should exceed 90% catch rate on Virus Total tests where known malicious pdf's and exe's are modified with 'unused' headers in order to demonstrate the solutions capability to detect new, unknown malware		
The solution should detect C&C traffic according to dynamic ip/url reputation		
The solution should be able to emulate and extract files embedded in documents		
The solution should be able to scan documents containing URLs		
System Activity Detection:		
The solution should monitor for suspicious activity in:		
API calls		
File system changes		
System registry		
Network connections		
System processes		
File creation and deletion		
File modification		
Kernel code injection		
Detect Privilege escalation attempts		
Kernel modifications (memory changes performed by kernel code, not the fact that a driver is loaded - this is covered by the item above)		
Kernel code behavior (monitor activity of non-user-mode code)		
Direct physical CPU interaction		
UAC(user access control) bypass detection		
Anti-Evasion Technology:		
The solution should have anti-evasion capabilities detecting sandbox execution		
Solution should be resilient to cases where the shell-code or malware would not execute if they detect the existence of virtual environment. (proprietary hypervisor)		
Time delays		
Solution should be resilient to delays implemented at the shell code or malware stages.		
Shut-down, re-start		
Solution should be resilient to cases where the shell-code or malware would execute only upon a restart or a shutdown of the end point.		
User interaction		
Human Emulation: Solution should emulate real user activities such as mouse clicks, key strokes etc.		
Icon similarity: the solution should be able to identify icon that are similar to popular application documents		
evasion within flash file (swf)		

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
Management & Reporting		
The solution must provide the ability to be centrally managed		
Upon malicious files detection, a detailed report should be generated for each one of the malicious files.		
The detailed report must include:		
screen shots,		
time lines,		
registry key creation/modifications,		
file and processes creation,		
Network activity detected.		
Extraction of Malicious File Content (File Scrubbing/Flattening)		
The solution should Eliminate threats and remove exploitable content, including active content and embedded objects		
the solution should be able to Reconstruct files with known safe elements		
the solution should Provide ability to convert reconstructed files to PDF format		
the solution should Maintain flexibility with options to maintain the original file format and specify the type of content to be removed		
Anti-Spam & Email Security		
Anti-Spam and Email security application must be content and language agnostic		
Anti-Spam and Email security application must have real-time classification and protections based on detected spam outbreaks which are based on patterns and not content		
The Anti-Spam and Email security application must include IP reputation blocking based on an online service to avoid false positives		
Solution must include a Zero-hour protection mechanism for new viruses spread through email and spam without relying solely in heuristic or content inspection		
IPsec VPN		
Internal CA and External third-party CA must be supported		
Solution must support 3DES and AES-256 cryptographic for IKE Phase I and II IKEv2 plus "" and "Suite-B-GCM-256" for phase II	-	
Solution must support at least the following Diffie-Hellman Groups: Group 1 (768 bit), Group 2 (1024 bit), Group 5 (1536 bit), Group 14 (2048 bit), Group 19 and Group 20	-	
Solution must support data integrity with md5, sha1 SHA-256, SHA-384 and AES-XCBC	-	
Solution must include support for site-to-site VPN in the following topologies:		
Full Mesh (all to all),		
Star (remote offices to central site)		
Hub and Spoke (remote site through central site to another remote site)		
Solution must support the VPN configuration with a GUI using drag and drop object addition to VPN communities		
Solution must support clientless SSL VPNs for remote access.		
Solution must support L2TP VPNs, including support for iPhone L2TP client		

TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR NEXT GENERATION FIREWALLS - PERIMETER		
Requirements	Complied/Not Complied	Bidder's Remarks and References
NEXT GENERATION FIREWALL		
Solution must allow the administrator to apply security rules to control the traffic inside the VPN		
Solution must support domain-based VPNs and route based VPNs using VTI's and dynamic routing protocols	-	
Solution must include the ability to establish VPNs with gateways with dynamic public IPs	-	
Solution must include IP compression for client-to-site and site-to-site VPNs		
Firewall Sizing and Recommendations		
Vendor must have a dedicated hardware solution to meet all next generation requirements of the customer		
Vendor must be able to supply a recommended hardware configuration based on the criteria of real-world traffic and next generation security applications provided by the customer. Vendor must be able to supply the recommended platform for any combination of these next generation firewall application, with supporting evidence that the appliance will perform as expected.		
Enablement of next generation firewall applications		
Firewall 1RU		
Intrusion Prevention		
Application Control and URL filtering		
Anti-Bot		
Anti-Virus		
Sandboxing and Clean File Delivery		
IPsec VPN		
Anti-Spam and Email Security		
Centralized security management support.		
User Identity Awareness		
Clustering or high availability support.		
Physical Firewall Requirements – (Mandatory): <ul style="list-style-type: none"> • 1x CPUs,6 physical cores • 2 xPower Supply. • Sync port. • USB 3.0 ports. • RJ45 console port. • USB Type-C console port • Management Port. • 1 x 480GB SSD Storage. • 8x 10/100/1000Base-T RJ45 port card, up to 18 ports • 4x 1000Base-F SFP port card, up to 4 ports • 4x 10GBase-F SFP+ port card, up to 4 ports 		
Support and Subscription: <ul style="list-style-type: none"> • Support Period –3 Years. • Subscription Period –3 Years. 		

2.2.8 Minimum technical specification for Executive phones

No	Feature	Minimum Requirements	Bidder's Response <i>(Narrative answers describing how the proposed product meets the minimum specification)</i>
1.	General Descriptive Requirement	Secure, high-quality, full-featured VoIP.	
2.	Model and Technology	Mature internationally recognized brand, in existence for at least 10 years.	
4.	Screen	Should feature a high-resolution 3.5" (396x162) greyscale display with white backlighting. 396 x 162 pixel (3.5 in. / 89 mm)	
5.	Ethernet port	The Ethernet port should support 10/100 speeds	
6.	Programmable line keys	Programmable keys to support either lines, such as directory numbers, or call features like speed dialing	
7.	Full duplex speakerphone	Should support wideband full duplex speaker	
8.	Wideband audio	Should support the minimum Standard audio.	
9.	PoE class	The phone must support IEEE 802.3af PoE standard	
10.	Codec support	The IP phones must support the standard codec set (G.711a/ μ , G.722, G.729a/b, iLBC, OPUS)	
11.	AC Power Adapter	Must support Power Supplies for non-PoE deployments.	
12.	Power requirements	The phone must be interoperable IEEE 802.3af PoE (Class 1 device); 48 VDC is required; which can be supplied locally at the desktop using an optional AC-to-DC power supply.	
13.	Signaling protocol support	The IP Phones should be able to support Session Initiation Protocol (SIP)	
14.	Security	<p>The IP phones should be able to support Certificates authentication including</p> <ul style="list-style-type: none"> • Image authentication • Device authentication • File authentication • Signaling authentication • Media encryption using Secure Real-Time Transfer Protocol (SRTP) using AES-128. • Signaling encryption using Transport Layer Security (TLS) Protocol using AES-128 or AES-256 • Encrypted configuration files • 802.1X authentication 	

		<ul style="list-style-type: none"> • Cryptography 	
15.	Keys	<p>The phone should have the following keys;</p> <ul style="list-style-type: none"> • Line keys • Soft-keys • Two-way navigation and select keys • Hold/Resume, Transfer and Conference keys • Messaging, Service and Directory keys • Standard key pads • Volume control toggle key 	
16.	Licensing and support	3year basic access licensing and 3 year OEM support	

2.2.9 Minimum Technical Specification for a Server

Item	Description of Requirement	Compliance	Detailed response on how the solution complies to specifications
Chassis	1U Rack Mountable		
CPU	Two Intel Xeon-Gold 6442Y 2.6GHz 24-core 225W Processors		
Chipset	Intel® C741 Chipset		
Memory	32DIMM slots. Eight (8) 32 GB DIMMS scalable up to 8.0 TB using DDR5 Registered DIMM (RDIMM) operating at 4800 MT/s		
Bus Slots	Server should support up to three PCI-Express 5.0 x16 slots. Additional two x8 or higher PCIe 5.0 slots		
BOOT optimized storage	2 x 480GB M.2 NVMe Hot Plug Boot Optimized Storage in RAID 1		
HDD Bays	Upto 10 SFF SAS/SATA/SSD/NVMe or Upto 4 LFF SAS/SATA/SSD		
Controller	<p>Server should support one of the below controllers, must support Mixed Mode which combines RAID and HBA mode operation simultaneously:</p> <p>Embedded / PCIe based x16 RAID controller with 8GB Flash backed write cache, supporting RAID 0, 1, 5, 6, 10, 50, 60. Must support mix-and-match SAS, SATA, and NVMe drives to the same controller. Controller must support 6G SATA, 12G SAS, 16G NVMe.</p> <p>or</p> <p>Embedded / PCIe based x16 RAID controller supporting RAID 0, 1, 10. Must support mix-and-match SAS, SATA, and NVMe drives to the same controller. Controller</p>		

	<p>must support 6G SATA, 12G SAS, 16G NVMe.</p> <p>or</p> <p>Embedded / PCIe based RAID controller with 4GB Flash backed write cache supporting RAID 0, 1, 5, 6, 10, 50, 60 s</p> <p>Must support mix-and-match SAS, SATA, and NVMe drives to the same controller. Controller must support 6G SATA, 12G SAS, 16G NVMe.</p> <p>Above mentioned controller must support following :</p> <ol style="list-style-type: none"> 1. Hardware root of trust and secure encryption and decryption of critical drive data 2. Online Capacity Expansion (OCE) 3. Configurable stripe size up to 1 MB 4. Global and dedicated Hot Spare with Revertible Hot 5. Instant Secure Erase 6. Migrate RAID/Stripe Size 7. Modifying Cache Write Policy 8. Move Logical Drive 9. Re-enable Failed Logical Drive <p>or</p> <p>PCIe based x32 RAID controller with 8GB Flash backed write cache, supporting RAID 0, 1, 5, 6, 10, 50, 60, 1T, 10T supporting up to 32 direct-connected storage devices (SAS/SATA/NVMe). Must support mix-and-match SAS, SATA, and NVMe drives to the same controller. Controller must support 6G SATA, 24G SAS, 16G NVMe. Controller must support following :</p> <ol style="list-style-type: none"> 1. Expand Logical Drive 2. Instant Secure Erase 3. Migrate RAID/Stripe Size 4. Modifying Cache Write Policy 5. Move Logical Drive 6. Re-enable Failed Logical Drive 		
Networking features	<p>Server should support below networking cards:</p> <ol style="list-style-type: none"> 1. 1Gb 4-port network adaptors 2. 10Gb 2-port Ethernet adaptor 3. 10GBaseT 2-port Ethernet adaptor 4. 10/25Gb 2-port SFP28 Ethernet adaptor 5. 10/25Gb 4-port SFP28 Ethernet adaptor 6. 100Gb 2-port QSFP28 Ethernet 7. 100Gb 1-port QSFP56 Ethernet 8. 100Gb 2-port QSFP56 Ethernet 9. 200Gb QSFP56 Ethernet <p>Infiniband Options: 100Gb or 200Gb Single or Dual port Adapter</p> <p>Required Interfaces: Two (2) Ethernet 10Gb 2-port SFP+ Adapters and one (1) Ethernet 1Gb 4-port BASE-T OCP3 Adapter</p>		

Interfaces	Serial - 1 (Optional) USB support with Up to 5 total: 1 front, 2 rear, 2 internal. 1GbE Dedicated management port		
Power Supply	Should support hot plug redundant low halogen power supplies with minimum 94% efficiency Required: Redundant 800W Power Supply		
Fans	Redundant hot-plug system fans		
Industry Standard Compliance	ACPI 6.4 Compliant PCIe 5.0 Compliant WOL Support Microsoft® Logo certifications PXE Support Energy Star SMBIOS 3.4 UEFI 2.7 Redfish API IPMI 2.0 Secure Digital 4.0 Advanced Encryption Standard (AES) Triple Data Encryption Standard (3DES) SNMP v3 TLS 1.2 DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH CLP) Active Directory v1.0 ASHRAE A3/A4		
System Security	UEFI Secure Boot and Secure Start support Immutable Silicon Root of Trust FIPS 140-2 validation Common Criteria certification Configurable for PCI DSS compliance Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser Support for Commercial National Security Algorithms (CNSA) Smart card (PIV/CAC) and Kerberos based 2-factor Authentication Tamper-free updates - components digitally signed and verified Secure Recovery - recover critical firmware to known good state on detection of compromised firmware Ability to rollback firmware Secure erase of NAND/User data TPM (Trusted Platform Module) 2.0 Bezel Locking Kit option Chassis Intrusion detection option		

<p>Operating Systems and Virtualization Software Support</p>	<p>Windows Server. Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) VMware ESXi. Canonical Ubuntu Oracle Linux and Oracle VM Citrix</p>		
<p>Provisioning</p>	<p>1. Should support tool to provision server using RESTful API to discover and deploy servers at scale 2, Provision one to many servers using own scripts to discover and deploy with Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell</p>		
<p>Firmware security</p>	<p>1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable 2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware</p>		
<p>Embedded Remote Management and firmware security</p>	<p>1. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication 2. Server should have dedicated 1Gbps remote management port 3. Server should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware 4. Server should support agentless management using the out-of-band remote management port 5. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur 6. Two factor Authentication 7. Local or Directory-based user accounts with Role based access control 8. Remote console sharing up to 6 users simultaneously during pre-OS and OS runtime operation, Console replay - Console Replay captures and stores for replay the console video during a server's last major fault or boot</p>		

	<p>sequence. Microsoft Terminal Services Integration, 128 bit SSL encryption and Secure Shell Version 2 support. Should provide support for AES and 3DES on browser. Should provide remote firmware update functionality. Should provide support for Java free graphical remote console.</p> <p>9. Should support managing multiple servers as one via</p> <ul style="list-style-type: none"> Group Power Control Group Power Capping Group Firmware Update Group Configuration Group Virtual Media and Encrypted Virtual Media Group License Activation <p>10. Should support RESTful API integration</p> <p>11. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support</p> <p>12. Server should have security dashboard : displaying the status of important security features, the Overall Security Status for the system, and the current configuration for the Security State and Server Configuration Lock features.</p> <p>13. One-button Secure Erase designed to decommission/repurpose servers</p> <p>14. NVMe wear level display</p> <p>15. Workload Performance Advisor - Provides server tuning recommendations to improve server performance</p>		
<p>Server Management</p>	<p>Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data center. It should provide an at-a-glance visual health summary of the resources user is authorized to view.</p> <p>The Dashboard minimum should display a health summary of the following:</p> <ul style="list-style-type: none"> • Server Profiles • Server Hardware • Appliance alerts <p>The Systems Management software should provide Role-based access control</p> <p>Zero Touch Provisioning (ZTP) using SSDP with remote access</p> <p>Management software should support integration with popular virtualization platform management software like VMware vCenter & vRealize Operations, and Microsoft System Center & Admin Center</p>		

	<p>Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.</p> <p>Should provide an online portal that can be accessible from anywhere. The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contracts and status. The Portal should also provide a personalized dashboard to monitor device health, hardware events, contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be available on premise (at our location - console based) or off premise (in the cloud).</p> <p>Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.</p> <p>Should have dashboard for firmware baselines while performing minimum required firmware checks and highlighting out-of-compliance devices for updates with the selected firmware baseline</p> <p>The Server Management Software should be of the same brand as of the server supplier.</p>		
Cloud Enabled Monitoring and Management	<ol style="list-style-type: none"> 1. Secure connection from customer sites to HPE cloud service 2. Unified Identity & Access Management 3. Manages and controls servers regardless of physical location 4. Subscription-based entitlement 5. Efficient Device Onboarding 6. Firmware Update Awareness with Intelligent delta-only based updates 7. Set Group firmware Baseline and Compliance monitoring and notification 8. Group based firmware management that can be scheduled or on-demand 9. Remote Site management with low bandwidth/high latency network connectivity 10. Role-based access and views for managed customer environments 11. GUI and Rest APIs for core features 		
Support Services	<p>Include installation services as well as five (5) years support with an SLA of 15-minute response 24x7 for severity 1 incidents Direct connect to product specialist (where available) 24x7 4-hour on-site attendance for hardware repair</p>		

1.2.10 Minimum Technical Specification for a Storage

Item	Description of Requirement	Compliance	Detailed response on how the solution complies to specifications
Storage	Offered Storage array shall be a true flash optimized Hybrid array supporting both SSD and spinning drives.		
Operating System & Clustering Support	The storage array should support industry-leading Operating System platforms & clustering including: Windows Server 2019 / 2022, VMware 7.x, Linux and UNIX operating system etc.		
Capacity & Scalability	<p>1. Offered storage array shall be supplied with 84TB raw capacity using 42 x 2TB drives.</p> <p>2. Offered storage shall also be offered with additional Flash cache memory using SSD drives. Vendor shall provide additional 8.64TB usable flash cache.</p> <p>3. Offered storage array shall be flexible on both Scale-up and Scale-out using array in-built firmware enabled clustering technology. Offered storage array shall be scalable to at-least 200TB capacity in scale-up and at-least 3PB in scale-out. Vendor shall provide the required documentary proof for the in-built firmware enabled clustering technology.</p>		
Cache	<p>1. Offered storage array shall be supplied with at-least 32GB cache / memory per controller for read and write operations.</p> <p>2. Write operations shall be completely protected and there shall be no data loss in case of power failure. This mechanism must not rely on batteries.</p>		
Performance - Stripe Size	<p>1. For maximum performance, offered storage array shall have capability of always writing bigger stripe size of at-least 8MB while de-staging / coping the information from Cache to back-end disk. Vendor shall provide the documentary proof for same.</p> <p>2. Vendor shall provide 20% additional capacity inside the storage array if back-end stripe size is lesser than 8MB.</p>		

Flash Cache	<p>1. Usable Flash cache shall be scalable to at least 25TB.</p> <p>2. Offered Storage array shall have capability to dynamically increase or decrease the flash cache.</p> <p>3. Offered storage array flash cache shall have flexibility to copy the cache worthy incoming write requests while writing to back-end disks in parallel. Vendor shall provide the documentary proof for same.</p> <p>4. In case, vendor is not copying the incoming write requests to cache then additional 256GB DRAM cache shall be provided.</p>		
No Single point of Failure & Performance	<p>1. Offered Storage Array shall be configured in a No Single Point of configuration including Array Controller card, Cache memory, FAN, Power supply etc.</p> <p>2. There shall be no performance degradation due to a single component or controller failure. Vendor shall provide the documentary proof for same.</p>		
Disk Drive Support and Encryption	<p>1. Offered Storage array shall support various capacities of SSD drives for caching and spinning drives for persistent data.</p> <p>2. Offered Storage array shall be supplied with AES-256 XTS FIPS certified encryption at Granular LUN level without using encrypted SSD drives.</p>		
Raid Support	<p>1. Offered Storage array shall be provided with three drive failure protection simultaneously. In case vendor doesn't support it then array shall be sized using 6D+2P.</p> <p>2. For maximum disk capacity achievement - Vendor shall have the flexibility to put all offered drives in a single disk pool.</p> <p>3. In case vendor does not have single pool capability, then 20% additional raw capacity shall be provided and configured.</p>		

Availability	<p>1. Offered Storage array shall provide enterprise availability of 99.9999% or better and with no single point of failure</p> <p>2. There shall be no performance degradation due to a single component or controller failure. Vendor shall provide the documentary proof for same.</p> <p>3. There shall be no performance degradation during critical support activities like Firmware upgrade, patch upgrade etc.</p> <p>4. Offered Storage array shall offer checksums that go beyond the T10-PI standard. The checksums will automatically detect and prevent errors resulting from lost/misplaced reads or writes that T10-PI and equivalent check summing systems cannot remediate</p>		
Cloud Enabled Monitoring, AI support and Analytics	<p>1. Offered storage shall have cloud enabled monitoring AI support and analytics engine for proactive Storage management. All required licenses for same shall be included in the offer</p> <p>2. Cloud Enabled Monitoring, AI support and analytics engine shall have capability to provide following:</p> <p>a. Providing Firmware upgrade and patch upgrade recommendations proactively and with awareness of the peripheral infrastructure connected to the array.</p> <p>b. Automatically prevent installation of array firmware that may clash with other infrastructure pieces connected to the array.</p> <p>c. Providing extremely granular per-minute historical capacity and performance trend analysis by default, without the need to enable extra logging, install any appliances (physical or virtual), or install any software.</p> <p>d. Performance analytics should be able to break down I/O into I/O size histograms, identify sequential vs random I/O and provide AI-based advice to remediate performance issues.</p> <p>e. Eliminate the need for the customer to provide array logs to support since support will have the required information automatically sent from the array.</p>		

	<p>f. Shall provide history of support cases logged with Support team with operational efficiencies. It shall clear demonstrates the percentage of support cases got closed automatically vs manual.</p> <p>g. Shall be able to provide the single executive Dashboard covering various critical and must aspects of space saving from data reduction technologies, data protection readiness (Both RPO as well as retention time period) for classified applications running on storage, and disaster recovery readiness for applications.</p> <p>h. Provide complete wellness chart of the array and allows the flexibility to define the wellness rule on the basis of defined conditions.</p> <p>i. Provide automated upgrade recommendations for both software and hardware, with specific instructions regarding what needs to be upgraded and by how much.</p>		
<p>Cloud Enabled - Analytics</p>	<p>Cloud enabled Analytics engine shall have capability to provide following:</p> <p>a. Shall have capability of global learning – Analytics engine shall collect control information from at-least 25000+ arrays across vendor installed base for meaningful output. Vendor shall provide the documentary proof for it.</p> <p>b. Analytics engine shall have capability of proactive recommendation for arresting the issues / problems noticed at other install base of vendor after identifying the problematic signature.</p>		

<p>Cloud Enabled - HyperVisor Integration</p>	<p>Cloud enabled monitoring and analytics engine integration with Hypervisor</p> <p>a. Offered Cloud enabled monitoring and analytics engine shall be tightly integrated with Hypervisor layer and shall be certified to work with at-least VMware and Hyper-V</p> <p>b. Hypervisor integration shall be able to provide end to end monitoring of hypervisor Datacenter, Data-store, Hypervisor Host and VMs running within the hypervisor datacenter and shall be able to link with offered storage array.</p> <p>c. Cloud monitoring and integration tool shall provide the detailed analysis of CPU Contention, Memory contention, IO contention for each VM – including the latency.</p> <p>d. Cloud monitoring and integration tool shall provide AI-based recommendations to improve Hypervisor infrastructure health.</p> <p>e. Cloud monitoring and integration tool shall have capability to identify the top VMs which are contributing towards maximum IOs and Latency.</p> <p>f. In case vendor doesn't support the above offered functionality then Vendor shall supply the enterprise license for VMware vRealize suite or Microsoft System center operations manager license for at-least 20 Physical servers, each running with dual physical CPUs and 16 cores.</p>		
<p>Cloud native data console (Management)</p>	<p>Offered Storage array should have cloud native data console for managing unlimited number of arrays. Cloud native console shall provide following functionalities:</p> <p>a. Common Dashboard for all managing multiple arrays through a single cloud native data console.</p> <p>b. Main Dashboard shall provide the information of Total number of Arrays, Volumes, hosts, Capacity and performance information of top Arrays and Volumes.</p> <p>c. Common role based access control for managing multiple arrays through a single data console instead of creating users and assigning roles individually at each array.</p>		

	<p>d. Common Audit management for all arrays</p> <p>e. Shall have capability for tagging the Storage volume to given host applications so that performance charts can be drawn for application instance for easy management and troubleshooting.</p> <p>f. Offered console shall advise about Placement of application on best fit system based on workload after application tagging.</p> <p>g. Shall be able to provide the context aware software updates on the storage array.</p> <p>h. Shall be able to offer storage management and configuration as a service instead of controlling, patching and upgrading the management application by onsite team</p>		
Cloud Native data console Management - Life Cycle	<p>1. Management application shall be truly cloud native so that there shall be no need to configure, upgrade, patching of management application during the life-cycle of support contract and shall be offered as a service.</p> <p>2. In case, vendor need any additional service like clustering / federation for managing multiple arrays from a single console and doesn't have cloud native data console – then all required accessories like dual Ethernet switches, cables, at-least dual management server in HA etc. shall be provided upfront for at-least 16 arrays.</p>		
Site Assessment	<p>1. Vendor shall do comprehensive Cloud based assessment, at-least for VMware environment on a quarterly basis and shall factor the required services for it.</p> <p>2. Assessment shall provide the detailed analysis of VMware Hosts – CPU & Memory utilization, Storage analysis and relevant findings of contention, Culprit and Victim VMs in the environment attached to offered storage. Offered assessment shall do complete analysis of licensing as well.</p>		
Investment Protection	<p>1. Offered storage shall be non-disruptively scalable to higher generation series of storage array within the given family without any forklift upgrade.</p> <p>2. There shall be no downtime while upgrading the storage to next generation model within the given series.</p>		

Integration - VMWARE	<p>Offered storage array shall be tightly integrated with VMware and shall be certified for VVOL.</p> <ol style="list-style-type: none"> Shall be certified for vVol based replication Shall support both compression and de-duplication. Shall be qualified to work with both Fiber Channel and ISCSI. Shall support Scheduled snapshot and quality of service. Shall support encryption. 		
Integration - Container	<p>Offered Storage array shall be integrated with Red-hat OpenShift, Kubernetes and other industry K8 based container platform through CSI driver set. Vendor shall support at-least following functionalities through their CSI / CSP integration :</p> <ol style="list-style-type: none"> Shall support both Static and Dynamic provisioning Shall be able to expand, re-size the persistent volumes given to statefulset applications. Shall be able to create and delete the snapshots. Shall support CSI Raw block volume as well as CSI Volume cloning Support for both Fiber channel as well as ISCSI. 		
Host Ports	<ol style="list-style-type: none"> Offered Storage array shall be supplied with at-least dual controllers and 4 x 10Gbps and 4 x 32Gbps FC ports. Offered Storage array shall also have support for 25Gbps IP ports. 		
Global Hot Spare	<ol style="list-style-type: none"> offered Storage Array shall support distributed Global hot Spare for offered Disk drives. Global hot spare shall be configure as per industry practice. 		
Quality of service	<ol style="list-style-type: none"> Offered Storage array shall support and supplied with Quality of Services (QoS) for controlling the IOPS and MB/sec for a given LUN selectively. Offered Storage array shall automatically do QoS in order to prevent a single workload from taking over the array's performance. 		

Thin Provisioning and Space optimization	<p>1. Offered Storage shall support critical storage efficiency features - inline de-duplication, compression, thin provisioning at controller level.</p> <p>2. Offered storage shall support both non-duplicated as well as duplicated volumes at the same time within the array.</p> <p>3. Offered Storage shall support both non-compressed as well as compressed volumes at the same time within the array.</p> <p>4. Offered storage shall have capability to categorize the domains for different workload enabled application for effective de-duplication and compression. For example – Shall have capability to have Database workload in one domain or protection group and virtualized application workload in another domain or protection group for effective de-duplication and compression.</p> <p>5. Both De-duplication and compression shall be in-line and shall be supported on both SSD and Spinning disks.</p>		
Snapshot / Point in time copy	Offered Storage array shall support more than 1000 Snapshots per LUN / Volume. Vendor shall use efficient performance technology like re-direct on write or better.		
Remote Replication	<p>1. Offered Storage shall support both Synchronous and Asynchronous storage based replication between data centre for effective data protection.</p> <p>2. Offered Storage array shall have ability to replicate only incremental changes between two sites (Primary and Secondary).</p> <p>3. Offered Storage array must support multiple Snapshots or Clones or Replications sessions without any impact to performance.</p> <p>4. Offered Storage array must have capability to replicate data from All Flash to Hybrid Flash or Vice Versa within the given family of arrays.</p> <p>5. Offered storage shall support FAN out asynchronous replication from primary array to at-least two secondary arrays for a given volume. It shall provide the flexibility to define the separate schedule for each replication relationship.</p>		

SAN Switches	Two (2) SAN Switches with a minimum of 48 autosensing Fibre Channel ports capable of 16, 8 and 4 Gbps in a compact 1RU form factor chassis. Minimum twelve (12) active ports with transceivers and lc-lc cables		
Licenses	Vendor shall provide the license for all critical functionalities like Snapshot, Application managed snapshots, Clone, Replication, QOS, Data Tiering, LUN Configuration and Management etc. for the maximum supported capacity of array. There shall be no additional software license requirement for future capacity upgrade. Any additional license required for meeting the RFP specification shall also be offered upfront.		
Support Services	Include installation services as well as five (5) years support with an SLA of 15-minute response 24x7 for severity 1 incidents Direct connect to product specialist (where available) 24x7 4-hour on-site attendance for hardware repair		

1.2.11 Minimum technical specification for Local Area Network (LAN)

No.	Item	Minimum Technical Specifications	<i>Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference</i>
1.	Patch panel	Siemon 48 port, Cat 6 T568A/B wiring, 1U RJ 45	
2.	Cabinet	1No. 42U Metal Lockable, Ventilation Cabinet. At least 6 Power Points (Power Display Unit- PDU) and Earthing	
3.	Cable manager	1U size Cable manager	
4.	Patch cable	Siemon-1 Meter Cat 6A with RJ45 double-ended,4-pair modular stranded cord (<i>For the rack, equivalent to the</i>	
5.	Patch cable	Siemon-3 Metres Cat 6A with RJ45 double-ended,4-pair modular stranded cord (<i>For computers: from the Data points to the computers, equivalent to the number of data ports and Ten (10)</i>)	
6.	Trunking cable roll	Siemon Cable Cat 6A	
7.	Documentation	Provide configuration and testing for all	

1.2.12 Minimum technical specification for Video Endpoint

No	Minimum Technical Specifications	Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1	The screen size should be a touchscreen with 4K 60 resolution as a minimum requirement.	
2	The proposed equipment must be a recognized video conference solution with Integrated Camera, display, microphone, speakers and whiteboard.	
3	The system configuration should have 8 core CPU, 8 GB RAM, 64GB Flash as a minimum requirement.	
4	Floor stand (with roller) to be provided.	
5	Two remote controls should be provided and four stylus pens should be provided.	
6	One Type-C Projection Dongle and Two Type USB Projection Dongle should be provided.	
7	The screen should support automatically adjusting the brightness based on ambient light.	
8	The screen should support Optical anti-blue light.	
9	A copy of the corresponding authentication certificate should be provided.	
10	The screen should support a built-in camera of 4K 30 resolution or better.	
11	The screen should support at least 6 built-in microphone arrays	
12	The screen should support a sound pickup radius of at least 10 meters.	
13	The screen/equipment should support acoustic echo cancellation (AEC), automatic gain control (AGC), and automatic noise suppression (ANS).	
14	Audio In: 1 x 3.5mm	
15	Audio Out: 1 x 3.5mm	
16	1 x Omni-directional microphone port	
17	3 x USB Type-A 3.0	
18	1 x USB Type-C,	
19	1 x 10/100/1000M RJ45 port	
20	1 x COM port (RJ45)	
21	1 x OPS slot for PC module.	
22	Wi-Fi 5 and Wi-Fi 6	
23	The performance should be not less than I7-10700, 16G DDR4 RAM, and 512G SSD.	
24	The OPS Module Interface should support the following ports;	
25	Video out: 1 x HDMI 1.4, 1 x DP 1.2.	
26	Audio in: 1 x 3.5mm.	
27	Audio out: 1 x 3.5mm.	
28	The writing latency should not be more than 26ms.	

No	Minimum Technical Specifications	Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
29	The built-in whiteboard should support handwriting, drawing, erasing, marking, saving, zooming, and locking the whiteboard with different background colours	
30	The screen should support Full-screen annotation.	
31	The screen should allow saving of the content of the whiteboard locally or in an external USB flash memory, or sending to an email address.	
32	Screen should support Wired projection through HDMI cable and USB Type-C.	
33	Screen should support Wireless projection by entering a projection code on the mobile device or laptop or PC.	

1.2.13 Minimum Specifications for Power Backup

Introduction

The Authority requires a small-scale and reliable hybrid power solution to provide uninterruptible power supply to active devices across 47 Regional Branches in case of on-grid power interruption in a bid to safeguard the active equipment. The proposed solution is required to integrate power supply, backup power, and management. It should be widely used in off-grid and unreliable on-grid areas and provide a reliable and stable backup power for the active equipment, emergency scenarios and also provide systems availability in an event of on-grid power interruptions. The solution should feature a high-density design, small size, light weight, and IP65 protection level.

No	Specifications		
		Dimensions (WxHxD)	570mm x 310mm x 154mm
1	Basic Parameters	Weight	31Kg
		Installation Mode	Indoor.
		Protection Level	IP21
		Input Voltage	Single-phase 175 -265 VAC
2	AC Input	Input Current	Max: 50A
		Frequency	45 to 65HZ
3	PV Input	Max PV Input Voltage	150VDC Rated Input Voltage
		Max. Input Current	90A
		Max Solar Input Power (W)	6000W
		MPPT Input Voltage Range	65 -145V
		MPPT efficiency	98%
4	AC Output (Off-grid)	Max. Output Current	50A
		Output Power	6kVA, 5kW
		Inverter efficiency	94%
		THD Harmonics	≤2% @ rated output
		Frequency	50/60HZ
		Voltage	220, 230, 240V
5	Battery Parameter	Rated Capacity	5kWh per module
		Actual Capacity	5KWh (80%DOD) per module
		Max. Capacity	6 modules in Parallel - 30KWh
		Cycle Life	6000 Cycles @ 25°C, 80%DOD

1.2.14 Minimum technical specification for Portable Projector

No.	Item	Minimum Technical Specifications	<i>Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference</i>
1.	Project System	3LCD Technology	
2.	Lumens	4500 Lumens	
3.	Resolution	1080p	
4.	High Definition	Full HD	
5.	Aspect Ratio	16:9	
6.	Lamp Service Life	20000 hours (normal) 30000 hours (Eco Mode)	
7.	Input/Output	USB 2.0-A, USB 2.0, RS-232C, Ethernet interface (100 Base-TX / 10 Base-T), Wi-Fi Direct, VGA in (2x), VGA out, Composite in, Miracast, Jack plug out, Jack plug in (2x), Cinch audio out, Microphone input, HDMI (HDCP 2.2) (2x), Wireless LAN IEEE 802.11a/b/g/n/ac	
	Speaker	16 Watts	

The technical datasheets must be provided for verification of compliance with these Specifications failure of which will lead to disqualification.

1.2.15 VMware Contract number: 318489146)

No.	Item	Features	COMPLIANCE (Y/N)	Detailed response on how the solution complies to specifications
1.	Products performance and market strength	The product MUST be in the leader's quadrant in Gartner's Magic Quadrant for x86 Server Virtualization Infrastructure. The Virtualization platform must have over 10 years in active production environments		
2.	Virtualization Software	The license proposed must be able to support seamless migration of virtual machine workload from any storage platform to another.		
3.	Compute platform support	The virtualization software must support different x86 processors-Intel, AMD etc.		
4.	VM Migration support	The virtualization solution must support LIVE virtual machine migration.		
5.	Replication	The solution must support replication of virtual machine in live state between different hardware platforms.		
6.	Support and administration	The bidder must ensure that the solution supports desktop clients, web		

		clients and mobile clients access to the hypervisor for administration and management. The solution should also support role-based administration		
7.	Data Protection	The solution must support snapshots and clones as a data protection strategy		
8.	Live Resource Expansion	The solution must support Hot-adding resources to applications VMs e.g. vCPU, vRAM Hot-plug/extend virtual disk, NICs etc.		
9.	High Availability	The solution must provide high availability for applications running in virtual machines if a hardware or operating system failure occurs by automatically restarting the affected virtual machines on other production servers with spare capacity.		
10.	Zero downtime, zero data loss continuous availability	The solution should automatically trigger the creation of a new secondary virtual machine after failover and automatically trigger the creation of a new secondary virtual machine after failover, to ensure continuous protection to the application		
11.	Thin Provisioning	The virtualization solution must support dynamic allocation of shared storage capacity, enabling KERRA to implement a tiered storage strategy while reducing upfront storage spending.		
12.	Server Management	The virtualization solution should provide central management of virtualized host environments - VM monitoring, management and general administration. The bidder Must Include the management solution for the virtualization solution supporting management of at least 64 servers		
13.	Quantity of virtualization licenses	KERRA intends to virtualize 2 physical servers each with 2 processors at 24 cores per processor. KERRA also intends to renew licenses for 2 physical servers each with 4 processors at 32 cores per processor. Bidders should include subscription licenses for all the CPUs.		
14.	Warranty and Support for the	The bidder MUST provide three (3) year support and manufacturer's warranty for the virtualization		

	virtualization Solutions	solutions. Support should be from Original OEM.		
15.	Migration of Physical Servers to the Virtual Environment	The bidder is required to provide costing for the migration of workloads to the virtual infrastructure.		

Bidder to provide pricing for the renewal of VMware support for 3years with the above Contract Number.

1.0 UPGRADING AND INSTALLATION OF LOCAL AREA NETWORK (LAN) AND RELATED INFRASTRUCTURE TENDER NO.: KeRRA/08/37/02/2023-2024

1.1 PROJECT OVERVIEW

1.1.2 Current Local Area Network

The existing Local Area Network (LAN) at the Barabara Plaza and 47 Regional branches are in need of an upgrade. The offices are served by a common trunking consisting of both plastic and metal trunking. The active network components are routers, 10/100/1000 switches, Access Points and a FortiNet Firewall device based at the head office. Some of the installed Access points are not managed centrally through the access controller. The passive devices are a combination of Cat 5 and Cat 6 cabling subsystem.

Having implemented LAN in two (2) phases, most of the infrastructure that was first implemented (about 19 Regions) have become obsolete and needs an upgrade. The routers, switches no longer get support from the manufacturer, IP phones requires replacement, most of the structured cabling works requires overhaul. Majority of these branches also requires to be installed with Access Points.

Currently, most active device equipment (save for head office active devices that's running on a clean power) are raw-powered supplemented by undependable Uninterruptible Power Supply (UPS). In many occasions unreliable on-grid power outage has done more damage than harm to this active equipment. A good number of these active devices being replaced has resulted from fluctuating power and intermittent surges.

1.1.3 Data Centre

The authority is currently run by a Primary and an offsite secondary data center. The Datacenters requires cable management works, reinforcement and repair of the false floor in compliance with the recognized Government of Kenya standards on Data Centre as well as ANSI /TIA 942 Data Centre standards.

1.1.4 Rodent Repellent System

- a) The system proposed should protect all the equipment in the datacenters with relevant type of transducers. Once powered up, these transducers should produce very high frequency variable sound waves (above 20 Kilo Hertz) continuously which irritate the rodents and are forced to evacuate. The plinth area to be covered shall be based on the site survey visit.
- b) The sound output should be between 80-110 decibels (dB) and not audible to humans.
- c) The system should comply with EN 60255-26:2009 and BS EN 60255-22-7:2003 standards.

1.1.5 Local Area Network (LAN)

1.1.5.1 Overall objective

The overall objective of this project component is to upgrade where necessary the existing Barabara Plaza, Block B and Regional Offices as contained in the works schedule. This will entail the following;

- i) Carry out fresh structured cabling of the main meeting room at the Ground Floor South wing of Barabara Plaza Block B; Install adequate data points and sufficient power outlets.
- ii) Repair/replace and add faulty data points across the entire Block B offices.
- iii) Add the required data points mainly at the Second Floor (North, East and West Wings); Third Floor (East and North Wings).
- iv) Relocate active device cabinet at the Director General's Office to the adjacent room.
- v) Carry out cabling at Block B, 3rd Floor East Wing based on relocation of entrance.
- vi) Undertake overall check of the LAN infrastructure including fiber and correct/adjust where necessary.
- vii) Repair/replace non-functional data points and cabling where applicable across the 47 regional offices. This will be informed by a **mandatory Site Survey** of these regional branches. Bidders must conduct thorough and objective survey for accurate quantities.
- viii) To ensure neat and proper trunking of cables and wall plates within the network, the bidder must be certified by the manufacturer in the proposed cabling. A minimum warranty period of fifteen (15) years will be expected from the bidder before a certificate of completion can be issued. In addition, at least one of the technicians must be certified by the Manufacturer.
- ix) The Bidder will be required to design and implement a LAN based on the current Government of Kenya (GoK) ICT Network Standards.
- x) Deliver training and documentation on the management of the upgraded network infrastructure. The training should be grouped into technical and support.

(a) Detailed technical and Support training.

The detailed technical training will involve training of ICT staff on the proposed technology and should be practical based. At the end of the training, the members of staff should be equipped with the requisite skills required to competently address any issues in regards to configuration and maintenance of the network. A certificate of competency should also be issued at the end of the training by the institution that owns the technology. The trainer should have relevant experience and certification in the said technology. The proposed training should cover both the cabling subsystem and the active equipment to;

- i) provide high-quality support services backed up by a detailed Service Level Agreement (SLA).
- ii) proactively monitor the upgraded LAN to identify fault occurrences and resolve any incidences within the stipulated turnaround times.
- iii) acknowledge, check, and respond to KeRRA's upgraded LAN fault reports.
- iv) perform timely and accurate diagnostics, ensuring fault clearance wherever possible.
- v) provide maintenance for LAN, wide area network (WAN) hardware, software and peripherals for a period of one year after commissioning.

1.1.6 Installation of the Structured Cabling

Proper color-coding for easy identification must be adhered to and all connections originating from switches should be terminated at data points that are clearly marked. There should be an appropriate cable from the data point to the network interface card (NIC) of the user device terminated at both points with RJ 45. **The amount of these cables to be determined during site survey after establishing those that need replacement.**

- a) Each faceplate must accommodate two (2) data points and good cable management practice must be followed.
- b) For each cable terminations to a face plate, one of the ports will be active and the second one inactive.

- c) All connections from the data points should be terminated on patch plates. No loose and or unsightly cables will be allowed.
- d) Where the common trunking or existing supplementary trunking is not enough, metal trunking will be provided by the bidder. The trunking should not allow spillover of cables and should accommodate future growth.
- e) The manufacturer's recommendations **must** be followed in the installation of the structured cabling and the bidder will be required to install cabling in accordance with International Structured Cabling System designs and in conformance to GoK Network Standards. Each subsystem will be implemented using Category 6A compliant components and be deployed according to ANSI/TIA/EIA-568-B and ISO/IEC 11801 standards.
- f) All cables and connectors must be labelled and patch cords must have rubber boots at the end.
- g) No splicing of patch cables will be allowed.
- h) Data outlets shall be flash mounted on the trunking and cables shall not be crushed using cable ties.
- i) Each cable installed will be required to move through the tier when pulled firmly and be terminated with a RJ 45 pin.
- j) Connection between switches shall be through fibre cables while those between switches and data points shall be CAT 6A.
- k) All cables must be able to transmit at gigabit speeds.

1.1.7 Patch Panels

- i) All patch panels must be equipped with RJ45 of category 6 contacts for 48 or 24 ports.
- ii) All patch panels must be rack mounted and earthed according to the manufacturer's recommendations.
- iii) All patch cables must be labelled at each end with a soft PVC support indelible marking.

The labels are to be stiff PVC material.

1.1.8 Network devices and cabinets

- i) The bidder will be responsible for the supply, installation and commissioning of all network devices as well as the cabinets. All network devices must be rack mounted.
- ii) All switches supplied shall support Power over Ethernet (PoE) and must support minimum speeds of 1Gbps.
- iii) All VLANs shall be configured by the vendor. VLAN specifications shall be provided by to the successful bidder.
- iv) Cabinets must have an integrated electrical grounding, castors and adjustable levelling feet (for the 42U cabinet) and cable management channels.
- v) The supplied cabinets should have all the necessary accessories to support the mounted devices together with power supply to the devices.
- vi) The 9U cabinet should be wall mountable.

1.1.9 All-in-one Teleconferencing

The authority is seeking a next-generation video conferencing solution with AppGallery—Bundles intelligent handwriting recognition, HD video conferencing and wireless sharing, turning conference rooms into smart spaces. The solution should offer a redefined and flexible remote office experience through cutting edge features such as large intelligent whiteboard for full-HD video conferencing, 4k content sharing, auto Frame and intelligent tracking to centralize the speaker for optimal view, and remote bi-directional collaboration that enables seamless communication between on and off-site personnel. The proposed solution should offer the following key benefits to users looking for an ultra-modern and

groundbreaking solution:

- i) Integrate with third-party platforms like Windows and Android, and use third-party applications like MS Teams and Zoom.
- ii) All-in-one hardware design with gentle jade white color and slender artistic stand, creating more agile workspaces.
- iii) A smart product that integrates a projector, whiteboard, microphone, power amplifier, video conferencing devices, PC, tablet, and TV, help simplify cable deployment for cleaner conference rooms.
- iv) Intelligent tracking that comes with precise positioning technology to automatically display speaker so viewers know who is speaking at all times.
- v) Availability of Wireless projection with one click, thus preventing any difficulties found in traditional cable deployment.
- vi) Integrated projection and whiteboard to enable users to create and modify content on the whiteboard in real-time, improving the accuracy and efficiency of the collaboration.
- vii) Ultra-HD audio and 1080p full-HD video ensure flawless communication.
- viii) Dual-SoC design with an independent graph computing + AI-powered computing + audio and video codec engine, providing powerful performance assurance and experience.
- ix) Built-in applications, such as Bulletin Board, Hi-Board, and screen recording give users quick access to frequently-used functions.
- x) Integrate the 86” Smart solution with the existing five (5) screens at the main Ground Floor South Wing Boardroom to facilitate seamless video and audio output.
- xi) Mount/setup as necessary the screens in the respective meeting rooms to the desire and satisfaction of the Employer.

Implementation should be as follows;

No.	Floor	Wing	No. of Screens Currently Available (65”)	Quantity of Proposed New Screen & Size	Deliverables
1.	Ground	South	3	+1 (86”)	Integrate the existing screens with the newly acquired 86” inch screen.
2.	Ground	West	Nil	-	Move the existing screen from Second Floor East to Ground Floor West.
3.	First	West	1	+1 (65”)	Move the existing old screen to Ground Floor South
4.	Second	East	1	+1 (86”)	Install the newly acquired screen.
5.	Third	West	1	+1 (65”)	Move the existing old screen to Ground Floor South
6.	Fourth	South	1	+ (86”)	- Move the Existing Logitech video & Audio infrastructure to First Floor West Wing Meeting room. - Relocate the screen to Ground Floor South.

3.10 Power Backup

The Authority requires a small-scale and reliable hybrid power solution to provide uninterruptible power supply to active devices (a switch and a router) across the 47-Regional Branches in case of on-grid power interruption in a bid to safeguard the active equipment. The solution is required to integrate power supply, backup power, and management. It should be widely used in off-grid and unreliable on-grid areas and provide a reliable and stable backup power for the active equipment, emergency scenarios and also provide systems availability in an event of on-grid power interruptions for a period of not less than 72 hours. The solution should feature a high-density design, small size, light weight, and IP65 protection level. The system should

have a solar-charged battery to support branches with intermittent on-grid power loss. The System must: -

- i) Safeguard active equipment from intermittent power surges. The solution should run the devices in the wake of regular power blackouts.
- ii) Support solar charged battery that can sustain the running of the active equipment in the event of on-grid blackouts.
- iii) Ensure that the solution is implemented in all regional branches to address cases of frequent power outages.

3.11 Deployment of Active Equipment

3.11.1 Firewall

The objective of this project is to upgrade Kenya Rural Roads Authority's (hereafter KeRRA) network perimeter security. The new perimeter security design must incorporate the latest technology solutions to enable KeRRA to protect itself before, during and after a cyber-attack with emphasis on prevention all cyber-attacks.

Bidders will be required to meet all the mandatory technical requirements for the service. Technical Specifications of Network Security Gateway (Firewall) As part of the Evaluation Criteria, the bidder **MUST** comply with all the Technical Specifications and attach documentary evidence that the proposed Security gateway

3.12 Scope of Works/Service

- i. Supply, Installation & commissioning of the Checkpoint and Management Appliance Solution.
- ii. Provision of initial and extended warranties and technical support services (including detailed initial acquisition costs and on-going support for three (3) years.
- iii. On-site installation and setup, software configuration and user settings
- iv. Migration of the security settings and policies from existing firewall i.e., Fortinate Appliance.
- v. Knowledge Transfer Training for software configuration for the Firewall to at least six (6) ICT staff
- vi. Provide local Vendor Training for three (3) ICT staff to be trained to configure, operate, and maintain the proposed solution.
- vii. The Bidder will be responsible for any upgrades and patches of the proposed solution during the contract period.

3.13 Project Management

- i. Bidders shall provide a project management methodology.
- ii. A project manager shall be assigned to handle the project.
- iii. Throughout the life cycle of the project, project manager must provide regular and on request status and progress reports on the achievement of the project.
- iv. Throughout the life cycle of the project, KeRRA representatives will have the right to request regular and non-regular meetings to follow up with the project manager on the achievements of the project.

3.14 Delivery, Installation, Configuration, Testing and Commissioning:

- i. The Successful Bidder must assess the existing setup before implementing the solution.
- ii. Testing and commissioning criteria shall be developed during the project plan.
- iii. All software, documentation, manuals, instructions, labels shall be in Standard English.

3.15 Training

KeRRA expects the delivery of training to the technical staff for the maintenance and operation of the security solution. The training should be delivered as follows:

- Pre-implementation workshop for four (4) technical staff
- Post-implementation training for four (4) technical staff by OEM Instructor(s)
- Online-Based Training for two (2) technical staff (valid for at least 1 year)

The training should be executed in order to build competencies in the proposed technology and enable them to grasp key concepts and improve the quality of knowledge transfer owing to existing experience. Course content should be specific to the security solution to be implemented and its emerging technologies. This learning should be delivered in a classroom-based format and consists of official OEM based training by a certified and authorized instructor from an OEM Learning Partner with prior experience delivering this course work. The bidder shall organize training that includes tuition and allowance costs for six (6) ICT technical staff (ICT networking and infrastructure and Security team).

3.16 Routers, Switches, Access Control, Access Points

The bidder will be required to deliver, install and commission the routers, switches, Access Points, Access Controller and IP Phones as directed by the employer representative. In addition, he/she shall be expected to integrate the solution with existing environment without affecting the operations and efficacy of the existing systems. The bidder will provide any other accessories, services and equipment to maintain and improve the provision of the requested service. The solution should be designed to provide secure and highly available network services.

The prospective supplier is required to demonstrate high level competence in the deployment and support of the proposed solutions. It is a requirement in this tender that the service provider shall supply and install the solution without affecting the operations and or performance of existing services offered by the targeted systems.

All the solution components to be provided for this project should meet the below minimum technical specifications.

3.17 Service Level Agreements (SLA)

The bidder **must** provide a maintenance and support contract with SLA with clear escalation matrix, obligations of the contractor, obligations of the client (KeRRA), incident reporting and problem resolution, performance metrics, confidentiality, response time, details on how penalties are assessed, resolution targets, and credits provided for any failures to meet specified SLA's. In case of deviation from the SLA penalty will be charged as agreed by both parties.

The detailed Service Level Agreement (SLA) should capture the following parameters:

- Uptime and Reliability of the link. KeRRA proposes a 99.5% uptime for all the locations.
- Expected Maximum and Minimum Latency on the VPN tunnels for all links.
- A portal for monitoring standard reports on the hardware status and any other SLA parameters for purposes of network monitoring.
- A single point of contact/Helpdesk for all the incidents reported. Indicate the hours of operation for both technical and non-technical support. The bidder is expected to provide 24-hour by 7-day a week technical support all year round; they must provide telephone, email and fax for the support desk as well as the designated contact persons describing the escalation path.
- Maintenance approach and schedule. The bidder should provide a detailed maintenance schedule indicating any planned outage due to maintenance.
- How penalties are assessed and credits provided for any failures to meet specified SLA's. In case of deviation from the SLA penalty will be charged as agreed by both parties.

3.18 Warranty

The bidder shall provide a one (1) year free warranty on equipment and parts and 3-year support and maintenance of LAN and the related infrastructure.

Bidders are required to cost for the three (3) years support and maintenance of LAN and the related infrastructure. Maintenance shall be both preventive and corrective. For preventive maintenance shall be done quarterly whereas corrective maintenance shall be done as and when required. Payments for the maintenance shall be effected quarterly.

3.19 Deliverables for project component

Bidders are requested to submit with their detailed specifications, network topology drawings and catalogues for the products they intend to supply. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data. The procuring entity reserves the right to reject these products, if such deviations shall be found critical to the use and operation of the products.

The bidders must provide detailed specifications of all items and components necessary to accomplish the project. All components must be new, unused and of the most recent or current models. They should incorporate the latest improvements in design and materials. The bidder must provide a manufacturer's authorization of all active equipment to be supplied under the contract.

The successful bidder is expected to be vastly experienced in networking technologies and possess proven abilities in the supply and installation of the solution proposed. In addition, the bidder must have a local presence in terms of support with 24-hour availability. The bidder is expected to have deployed similar solutions in the last 5 years proof of which is mandatory. The implementation of the solution is also expected to be planned to cause the least disruption to production services.

The successful bidder will be expected to demonstrate a clear understanding of the authority's infrastructure and the critical aspects of its network. A site visit **MUST** be conducted during the bidding period for better understanding of the scope of works.

3.20 Site Survey

The **MANDATORY** site visit of KeRRA Head Office and **ALL** the Forty-Seven (47) Regional Branches will be conducted during the dates given under **ITT 6.2 (refer to Data Sheet)**. The site visit will involve assessing the current infrastructure and identifying proposed trunking routes that will be incorporated in the bidder's final design proposal as well as determining the length of cables and establishing data points to be installed. During the visits, bidders are required to only undertake afresh trunking installation in sites where the infrastructure is degraded. For sites with properly installed and functioning cabling, bidders are required to only upgrade/improve where necessary e.g., all the data points must be tested and faulty ones fixed, bidders to add additional data points where necessary.

Upon completion of the site visit, a duly signed and stamped certificate of site visit will be issued and **must** be submitted as proof together with the final proposal. Costs to the site surveys will be borne by the prospective bidder and should be done in such a way to limit disruptions to operations in the respective branches.

4.0 The regions to be surveyed are as follows;

NO	REGION	TELEPHONE		ICT CONTACT PERONNEL
		SAFARICOM	TELKOM	
1.	MOMBASA	0715079475	0202403001	Christine

NO	REGION	TELEPHONE		ICT CONTACT PERONNEL
		SAFARICOM	TELKOM	
2.	KWALE	0716099602	0202403002	Caroline
3.	KILIFI	0740803813	0202403003	Janet
4.	TANA RIVER	0740804682	0202403004	Kyalo
5.	LAMU	0741591298	0202402005	Osborn
6.	TAITA TAVETA	0743207461	0202403006	Anna
7.	GARISSA	0743207672	0202403007	Mwenda
8.	WAJIR	0743349564	0202403008	Fatuma
9.	MANDERA	0743868710	0202403009	Daniel
10.	MARSABIT	0745190617	0202403010	Janet
11.	ISIOLO	0745458619	0202403011	Beth
12.	MERU	0745790183	0202403012	Caroline
13.	THARAKA-NITHI	0745794551	0202403013	Rosemary
14.	EMBU	0745803053	0202403014	Nahashon
15.	KITUI	0746054503	0202403015	Josephine
16.	MACHAKOS	0746314970	0202403016	Erick
17.	MAKUENI	0746318636	0202403017	Mofat
18.	NYANDARUA	0748031102	0202403018	Faith
19.	NYERI	0748034492	0202403019	Peris
20.	KIRINYAGA	0748062180	0202405020	Paul
21.	MURANGA	0757213209	0202403021	Lilian
22.	KIAMBU	0757643751	0202403022	Naomi
23.	TURKANA	0758443469	0202403023	Samuel
24.	WEST POKOT	0758863229	0202403024	Solomon
25.	SAMBURU	0759142833	0202403025	Susan
26.	TRANS NZOIA	0759790571	0202403026	Solomon
27.	UASIN GISHU	0759791496	0202403027	Evelyn
28.	ELGEYO MARAKWET	0759793802	0202403028	Evelyn
29.	NANDI	0759797137	0202403029	Maureen
30.	BARINGO	0759798013	0202403030	Jacinta
31.	LAIKIPIA	0759798267	0202403031	Rosemary

NO	REGION	TELEPHONE		ICT CONTACT PERONNEL
		SAFARICOM	TELKOM	
32.	NAKURU	0768129047	0202403032	Esther
33.	NAROK	0769034758	0202403033	Leonard
34.	KAJIADO	0769034942	0202403034	Tabitha
35.	KERICHO	0769198032	0202403035	Kiptoo
36.	BOMET	0769650354	0202403036	Vane
37.	KAKAMEGA	0769651953	0202403037	Kayalo
38.	VIHIGA	0769654509	0202403038	Carren
39.	BUNGOMA	0769662656	0202403039	Jasper
40.	BUSIA	0769665648	0202403040	Lilian
41.	SIAYA	0769733960	0202403041	Elias
42.	KISUMU	0769736037	0202403042	Vivian
43.	HOMA BAY	0769736399	0202403043	Anita
44.	MIGORI	0769798513	0202403044	Emmy
45.	KISII	0790094945	0202403045	Jilvian
46.	NYAMIRA	0791690425	0202403046	Jilvian
47.	NAIROBI	0795442304	0202403047	Beatrice
48.	HEAD OFFICE	0711 851103	020-7807600 (01-05)	Benson/Henry/Laura Harun/Erick/Sydney

5 Inspections and Tests

The following inspections and tests shall be performed;

TENDER NO.: KeRRA/08/37/01/2023 – 2024. [Contract Name]	TENDER NAME: UPGRADING AND INSTALLATION OF LOCAL AREA NETWORK (LAN) AND RELATED INFRASTRUCTURE [Project Name]	CONTRACTOR: [Company Name]
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Item	Spec #	Specifications Section	Subsection	Inspections & Tests Required	Frequency	Inspection-Test By (All tests verified by ICT Officer(s))	Date Completed	Date Forwarded To DD(ICT)	Remarks
1.									
2.									
3.									
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23.									
24.									

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC.**
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “**Base Date**” means a date 30 day prior to the submission of tenders.
- n) “**Laws**” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “**Letter of Acceptance**” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) “**Procuring Entity**” means the Entity named in the Special Conditions of Contract.

2. Interpretation

- 2.1. If the context so requires it, singular means plural and vice versa.

22. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

- 31 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- 32 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

- 4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

- 10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.2 Arbitration proceedings shall be conducted as follows:

- 10.21 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.
- 10.22 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 10.23 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 10.24 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.
- 10.25 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.
- 10.26 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.
- 10.27 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

10.3 Arbitration Proceedings

- 10.31 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- i) Kenya National Chamber of Commerce
 - ii) Chartered Institute of Arbitrators (Kenya Branch)
 - iii) The Law Society of Kenya
- 10.32 The institution written to first by the aggrieved party shall take precedence over all other institutions.

10.33 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

104 Arbitration with Foreign Suppliers

- 1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- 1042 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

105 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

106 Failure to Comply with Arbitrator's Decision

- 1061 The award of such Arbitrator shall be final and binding upon the parties.
- 10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

- 11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.
- 11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

- 1.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the **SCC**.
- 15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

16. Terms of Payment

- 16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the **SCC** to the Procuring Entity.
- 16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the **SCC**.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
- b) now or hereafter enters the public domain through no fault of that party;
- c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- a) The Goods and Related Services supplied under this Contract shall conform to the technical

specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

24. Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC**:
 - a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, 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.
- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted

at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

- a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise,

for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
- b) the method of shipment or packing;
- c) the place of delivery; and
- d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

- 334 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 335 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerates the delivery period; or
 - b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
 - c) improves the quality, efficiency or sustainability of the Goods; or
 - d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.
- 336 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
- 337 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

- 35.1 Termination for Default
- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - ii) if the Supplier fails to perform any other obligation under the Contract; or
 - iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
 - b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs

for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>[Kenya Rural Roads Authority]</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	<p>For notices, the Procuring Entity's address shall be:</p> <p>The addresses are:</p> <p>Procuring Entity: <i>Kenya Rural Roads Authority (KeRRA)</i> <i>P. O. Box 48151 – 00100 Nairobi</i></p> <p>Attention: <i>Director (Corporate Services)</i></p> <p>Tel: <i>020 – 7806001/01 – 05/ 0711 - 851103</i></p> <p>Email: <i>dcs@kerra.go.ke</i></p> <p>Physical: <i>Barabara Plaza, Block B, Located at JKIA Mazao Road Off Airport South Road, Nairobi</i></p>
GCC 10.4.2	The place of arbitration shall be <i>–Nairobi, Kenya.</i>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[Manufacturer's or Supplier's Warranty Certificate, Inspection Certificate issued by nominated inspection agency].</i></p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed <i>["shall not"]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[N/A]</i></p>
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A. Payment for Goods and Services supplied from within Kenya:</p> <p>Payment for Goods and Services supplied from within Kenya shall be made in _____ <i>[Kenya Shillings]</i>, as follows:</p> <p>(i) Advance Payment: Zero (0) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity.</p> <p>(ii) On Delivery of Goods & related Services: Zero (0) percent of the Contract Price (Minus Support and Maintenance) shall be paid on receipt of the Goods and Installation, and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: One (100) percent of the Contract Price (Minus Support and Maintenance Cost) shall be paid to the Supplier within thirty (30) days after the date</p>

	<p>of the acceptance certificate for the respective delivery issued by the Procuring Entity for the Goods.</p> <p>(iv) Support and Maintenance: Payments for support and maintenance shall be effected upon the expiry of the 12 Months warranty period. Payments shall be paid to the Supplier on a quarterly basis, and upon submission of invoices and maintenance reports.</p> <p>(v) The Performance (bank) guarantee shall be released after the initial 12 Months Maintenance (Warranty) Period.</p> <p>(vi) A 10% performance Guarantee shall be submitted for the subsequent maintenance period for the 3-year period. This shall be released after the completion of the last year of Maintenance (Year 4).</p>
GCC 16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be [120] days.</p> <p>The interest rate that shall be applied is [0] %</p>
GCC 18.1	<p>A Performance Security [shall be required]</p> <p><i>The amount of the Performance Security shall be: [10%] of the Contract Sum and shall be valid up to the period as prescribed in the GCC and Performance Security format, including 12 Months of the Initial Maintenance (Warranty Period).</i></p> <p><i>At the elapse of Warranty Period and effect of the Maintenance Period, a Performance Security of 10% of the Maintenance Sum shall be provided for each year of Maintenance.</i></p>
GCC 18.3	<p>The Performance Security shall be in the form of: [Unconditional Bank Guarantee]</p> <p>If required, the Performance security shall be denominated in [Kenya Shillings]</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place: [as guided by sub clause GCC 18.4]</p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be: [N/A]</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: [“The Supplier is required under the Contract to transport the Goods to Barabara Plaza, Block B, and the 47 Regional Offices including insurance and storage which shall be arranged by the Supplier, and related costs shall be quoted in the Tender Price and shall be included in the Tender Contract Price”]</p>
GCC 25.2	<p>Incidental services to be provided are: [the Selected services covered under GCC Clause 25.2 and the Services specified under the list of Related Services given in the Specifications. The price quoted in the Tender price for the related services shall be included in the Contract Price.]</p>
GCC 26.1	<p>The inspections and tests shall be: [as Detailed in Section 5 and directed by the Deputy Director ICT]. This will include the Frequency and Procedure for Carrying out the Inspection and Tests and shall follow industry best practice.</p>
GCC 26.2	<p>The Inspections and tests shall be conducted at: [The Suppliers’ Storage Premises, KeRRA Head Office Barabara Plaza, Block B, Nairobi and the 47 Regional Offices].</p>
GCC 27.1	<p>The liquidated damage shall be: [5] % per week</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: [10] %</p>
GCC 28.3	<p>The period of validity of the Warranty shall be: [365] days</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: [KeRRA Head Office, Barbara Plaza, Block B, Nairobi and the 47 Regional Offices].</p> <p>Sample provision</p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be _8760_ hours of operation or _12_ months from date of acceptance of the Goods or (<u> 18 </u>)</p>

	<p>months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p> <p>or</p> <p>(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (__10% __).</p>
<p>GCC 28.5, GCC 28.6</p>	<p>The period for repair or replacement shall be: 7 [<i>Seven</i>] days.</p>
<p>GCC 33.6</p>	<p>If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be __0.1__% (insert appropriate percentage.</p> <p>The percentage is normally up to 50%) of the reduction in the Contract Price.</p>

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

i) Name: _____ [insert Authorized Representative's name]

ii) Address: _____ [insert Authorized Representative's Address]

iii) Telephone: _____ [insert Authorized Representative's telephone/fax numbers]

iv) Email Address: _____ [insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: _____ [email] on [date] _____ (local time)

This Notification is sent by _____ (Name and designation) _____

3. Notification of Intention to Award

i) Employer: _____ [insert the name of the Employer]

ii) Project: _____ [insert name of project]

iii) Contract title: _____ [insert the name of the contract]

iv) Country: _____ [insert country where ITT is issued]

v) ITT No: _____ [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____ (in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main

reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - I) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - ii) Agency: _____ *[insert name of Employer]*
 - iii) Email address: _____ *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - I) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - iii) Agency: _____ *[insert name of Employer]*
 - iv) Email address: _____ *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act

2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
 - i) You must be an ‘interested party’. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) **DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

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..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____ *[Date]*

To: _____ *[name and address of the Supplier]*

Subject: _____ *Notification of Award Contract No.*

This is to notify you that your Tender dated _____ *[insert date]* for execution of the _____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ *[insert: number]* day of _____ *[insert: month]*, *[insert: year]*. BETWEEN (1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2) _____ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz.,

[insert brief description of Goods and Services] and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. _____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
 - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.
3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate designation]* In the presence of _____

_____ *[insert identification of official witness]* **For and on behalf of the Supplier**

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of

_____ *[insert title or other appropriate designation]* in the presence of

_____ *[insert identification of official witness]*

FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with *(name of Employer)* _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ___ *(in words)*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Employer”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
 - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative,

this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words ___) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at -----.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 2___,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

**FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification
no] Name of the Tender Title/Description: _____ [insert name of the
assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No-- -- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect..... ...
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	Full Name	Directly----- ----- % of shares Indirectly---- ----- % of shares	Directly.....% of voting rights Indirectly----- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No-- -- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect..... ...
	National identity card number or Passport number				
	Personal Identification Number (where applicable)				
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
3.					
et c.					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

FORM NO. 9 – CERTIFICATE OF TENDERER’S VISIT TO SITE



**UPGRADING AND INSTALLATION OF A LOCAL AREA NETWORK (LAN),
RELATED INFRASTRUCTURE AND MAINTENANCE SERVICES.**

TENDER NO.: KeRRA/08/37/02/2023 – 2024.

KENYA RURAL ROADS AUTHORITY

CERTIFICATE OF TENDERER’S VISIT TO SITE

This is to certify that the named bidder visited the office and has been shown all the areas as required in the tender document for tendering purposes.

[Bidder’s Name].....

Represented by (Director / Authorized Agent’s name)

.....

This pre-tender site visit was held at: (Head Office/Region Name).....

On, 2024

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

KeRRA Stamp.....

NOTE: This form is to be completed at the time of the site visit.