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**TENDER NO: KALRO/T01/HQTS/2018-2019**

**FOR**

**SUPPLY OF CONTENT FILTERING AND BANDWIDTH  
MANAGEMENT TOOL**

**DATE: 3<sup>RD</sup> JULY. 2018**

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## **INTRODUCTION**

- 1.1 This tender document for supply of Branded Packaging bags and bailing paper bags has been prepared for use by public entities in Kenya.
- 1.2 The following general directions should be observed when using the document.
- (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
- (b) The Invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

## SECTION I: INVITATION TO TENDER

**DATE:** 3<sup>rd</sup> July, 2018

**TENDER REF NO:** KALRO/T01/HQTS/2018-19

**TENDER NAME:** Supply of Content Filtering and Bandwidth Management Tool

The Kenya Agricultural and Livestock Research Organization, Nairobi invites sealed bids from eligible candidates for **Supply of Content Filtering and Bandwidth Management Tool**.

1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at **KALRO Headquarters, Kaptagat road, Loresho P.O Box 57811-00200, Nairobi off Kangemi fly over** at the office of Manager, Supply Chain Management during normal office working hours.

1.2 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of KES 1,000 in cash or bankers cheque payable to Director General, KALRO.

The document can also be obtained free of charge from KALRO website [www.kalro.org](http://www.kalro.org) or Treasury portal [suppliers@treasury.go.ke](mailto:suppliers@treasury.go.ke). Those who download the tender document and intend to submit a bid are required to register their details at the office of the Manager, Supply Chain Management so as to be able to receive clarifications and addenda

1.3 Clarifications to the tender can be made not later than seven (7) days to the date of closing the tender. The mail can be sent to [tenders@kalro.org](mailto:tenders@kalro.org)

1.4 Prices quoted should be net inclusive of all taxes for **Supply of Content Filtering and Bandwidth Management Tool**. The prices must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at KALRO Conference room.

1.6 Completed tender document is to be enclosed in plain sealed envelopes marked with tender reference number, name and be addressed to

**The Director General,  
Kenya Agricultural & Livestock Research Organization  
Kaptagat Road, Loresho,  
P O Box 57811-00200,  
NAIROBI, OR**

Be deposited in the Tender Box situated at the entrance to the main building of KALRO Headquarters on Kaptagat Road, off Waiyaki Way on or Room **151** for large documents that cannot fit in the tender box slot so as to be received on or before **11.00 a.m. 18<sup>th</sup> July 2018 at 11.00 a.m.**  
**Late bids will be rejected**

Manager, Supply Chain Management  
**For: DIRECTOR GENERAL, KALRO**

## **SECTION II**

## **INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

### **2.3 Cost of Tendering**

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

### **2.4. The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract

- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

## **2.5 Clarification of Documents**

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

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

## **2.6 Amendment of Documents**

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

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

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

## **2.7 Language of Tender**

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



passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

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

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

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

2.10.1 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

2.10.2 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

## **2.12 Tenderers Eligibility and Qualifications**

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

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

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) To sign the contract in accordance with paragraph 2.27 or

(ii) To furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A

tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

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

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
  - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **18th July 2018 2018 at 11.00 a.m.**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **18th July, 2018 at 11.00 a.m**
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all

rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **18<sup>th</sup> July, 2018 at 11.00 a.m.** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

1.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base

price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

2.24.7 Preference where allowed in the evaluation of tenders shall not exceed 15%

**2.25 Contacting the Procuring entity**

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

**2.26 Award of Contract**

**(a) Post-qualification**

2.26.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.



**(b) Award Criteria**

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action

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

2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

**2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.28 Signing of Contract**

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

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

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

## **2.29 Performance Security**

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

ITT REF	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	<p><b>Mandatory requirements- Must submit</b> copy of;</p> <ol style="list-style-type: none"> <li>1. Valid Certificate of Incorporation</li> <li>2. Valid Tax Compliance certificate</li> <li>3. Audited accounts for last three years (2015 – 2017)</li> <li>4. At least three valid letters of references for similar assignments successfully carried out in last three years</li> <li>5. Company profile</li> <li>6. Single business permit</li> <li>7. Dully filled in, signed and rubberstamped confidential business questionnaire.</li> <li>8. Manufacturer Authorization in the provided format.</li> <li>9. Tender security of <b>2%</b> of the bid price.</li> <li>10. Duly filled in, signed and stamped form of tender</li> </ol> <p><b>NB:</b> <i>Tenderers who are registered under AGPO shall be required to submit valid copy of AGPO Certificate. They will not be required to submit 2% Tender Security, Audited accounts for the last three years or three letters of references of similar assignments successfully carried out in the last three years, but they <b>MUST SUBMIT</b> Duly filled, signed and rubberstamped Tender Security Declaration form.</i></p> <p><b>N/B:</b> Any tenderer who does not submit any of the above shall be considered non responsive and will not be allowed into the next stage of evaluation.</p>
2.3.2	<p>A complete tender document may be obtained upon payment of a non- refundable fee of <b>KES 1,000</b> in cash or bankers cheque payable to Director General, KALRO.</p> <p>The document can also be obtained free of charge from KALRO website <a href="http://www.kalro.org">www.kalro.org</a> or Treasury portal <a href="mailto:suppliers@treasury.go.ke">suppliers@treasury.go.ke</a></p> <p>Tenderers who opt to download the tender document from the website <b>MUST</b> immediately submit their details to the Manager, Supply Chain Management, KALRO or through <a href="mailto:tenders@kalro.org">tenders@kalro.org</a></p>
2.5	<p><b>Clarification:</b></p> <p>Tenderers may seek clarification until not later than seven (7) days to the closing date. The request should be in writing and addressed to:</p> <p style="text-align: center;"><b>Director General Kenya Agricultural &amp; Livestock Organization P O Box 57811 – 00200 Nairobi</b></p>

ITT REF	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p><b>Att;</b> Manager, Supply Chain Management  Email; <a href="mailto:tenders@kalro.org">tenders@kalro.org</a></p>
2.10.4	The validity period for this tender is 90 days
2.14.1	The tender security shall be in the amount of 2% of the tender price in form of bank guarantee valid for 90 days after closure of tender.
2.18.1	<p>Tenders must be addressed to :</p> <p style="text-align: center;"><b>Director General</b>  <b>Kenya Agricultural &amp; Livestock Research Organization</b>  <b>P O Box 57811-00200</b>  <b>Nairobi, Kenya</b></p> <p>And/ or delivered to the tender box at the reception area at KALRO Headquarters in Loresho, along Katagat Road on or not later than <b>18<sup>th</sup> July, 2018 at 11.00 a.m.</b></p>
2.20	Tenders will be opened on <b>18<sup>th</sup> July, 2018 at 11.00a.m</b> in the presence of tenderer representatives who chose to attend.
2.24	<p><b>Comparison and Evaluation of Tenders</b></p> <p>The evaluation process will start with the Mandatory requirement, and only the responsive tenderers will be subjected to the technical evaluation stage. The tenderer who meets the requirements of the technical evaluation stage will then be subjected to the financial evaluation stage.</p>

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated:- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

- 3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Country of Origin**

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

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

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

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

to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

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

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

The performance security shall be denominated in the currency of the contract, or in freely convertible currency acceptable to the procuring entity and shall be in the form of

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

3.7.4 The performance security will be discharged by the Procuring entity and returned the Candidate not late than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

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

### **3.9 Packing**

- 3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

- 3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

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



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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT	REMARKS
3.3.1	<i>The tenderer should indicate the country of origin for the goods quoted for</i>	
3.10.1	<i>The point of delivery shall be at KALRO-Headquarters as indicated in Section Five-Technical Specifications bullet 5.2</i>	
3.10.1	<b><i>Delivery period: Maximum 60 days from the date of the Local Purchase Order (LPO)</i></b>	
3.12.1	<i>Terms of payment shall be 100% upon approval by Inspection and acceptance Committee for the delivered goods</i>	
3.18.1	<i>Institution whose arbitration procedures shall be used: <b>CHARTERED INSTITUTE OF ARBITRATORS, KENYA</b></i>	

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers a supporting literature for the products they intend to supply.

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

5.1.3 All the dimensions and capacities of the goods to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

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

- (i) Shortest possible delivery period of each product

### 5.2 Particulars

No.	Item Description	Quantity	Unit of Issue
1.	Supply of Content Filtering and Bandwidth Management Tool	1	Pcs
2.	Pro-Active support contract with the manufacturer of the solution which include all support subscription	1	Lot

## SECTION VI - SCHEDULE OF REQUIREMENTS

Name of tenderer.....

Tender Number .....

### TECHNICAL REQUIREMENTS

Bidder's Response column MUST be filled and remarks provided where necessary.

Description	Requirement	Bidder's Response (Yes/No)	Remarks or Comments
<b>1. Management &amp; Administration</b>			
Support for command file execution, a text file containing a list of Shaping device CLI commands. When you run the command file, the commands are executed sequentially	Yes		
Ability to automate repetitive tasks such as creating hundreds of IP address-based traffic classes and partitions	Yes		
Ability to Schedule commands to be executed at a specific time, on a specific day, on an ongoing basis or only once, allowing to automatically vary bandwidth-allocation policies according to the time of day or day of the week.	Yes		
Support for centralized management service maintain an "in sync" state with the appliances maintaining , on where the configuration changes are being made (centralized console)	Yes		
Ability to check unit(s)' available capacities for capacity limits (number hosts, connections, classes ...etc.)	Yes		
<b>2. Logging and Reporting</b>			
Graphical dashboard that allows insight into the applications that are consuming the most bandwidth on the network and current link utilization.	Yes		

Ability to log events based on a particular measurement variable, associated with a specific class, partition, or link, and has a defined threshold	Yes		
Support for gathering and processing per-flow statistics, with Cisco NetFlow v5 compatibility	Yes		
Support Per-flow reporting for Integration with accounting/billing programs	Yes		
Ability to authenticate users before connecting to the network.	Yes		
Ability to monitor network situations and trigger an alert message sent via an email, SNMP trap, Syslog server, or a combination of any of these methods	Yes		
Ability to provide historical Top Talker and Top Listener data	Yes		
Support for statistics of latency, loss, and utilization of VoIP flows	Yes		
Comprehensive set of reports that allows to monitor the performance of the applications, devices, and hosts that are running on the entire WAN	Yes		
Support for SNMPv1, SNMPv2c, and SNMPv3.	Yes		
Realtime reporting on top traffic consuming the most bandwidth on the WAN	Yes		
Utilization and Network Efficiency graphs for inbound and outbound links	Yes		
Utilization graphs with Peaks graphs for individual classes	Yes		
Reporting on active applications and protocols, active IP addresses, bandwidth utilization, retransmissions, and heavy users	Yes		
Support for packet capture of passing packets , for third part analysis	Yes		
Ability to Initiate synthetic web or other TCP transactions at periodic	Yes		

intervals to verify the availability of critical hosts as well as collect performance data.			
Ability to track delay statistics for connection-based TCP traffic classes breaking each response time measurement into network delay, server delay, and total delay ; For example, the solution is able to measure response times for applications, web traffic, individual hosts, or subnets	Yes		
Ability to identify the clients and servers with the slowest performance record and to set acceptability standards and track whether performance meets those standards	Yes		
Ability to offers current and historical performance data in tables and graphs, as well as in a MIB (management information base)	Yes		
<b>3. Traffic Classification</b>			
Analyze and control traffic based on application, protocol, or other characteristics of the traffic matching all protocols and port numbers	Yes		
Ability to analyze URLs that users are requesting, determine what category the website belongs to, and classify the traffic into the appropriate category class.	Yes		
When a user browses a website, such as cnn.com, the browser attempts to resolve all the embedded links on that site to make them viewable; this needs to be categorized in many class and category hits even for a single website visit.	Yes		
URL Categorization database must at least 15 million entries, with 85+ categories across 50 different languages, and can return up to four categories per URL	Yes		

Support for Dynamic categorization service to query the target website and retrieves key pieces of the page's content and context to help categorize new unknown sites	Yes		
The solution must come pre-configured with traffic tree that can be used as is, or modified to suit the dynamic needs. This tree organizes network traffic into folders of typical genres, such as VoIP, risky websites, business-critical applications and data, and recreational websites and applications	Yes		
The solution must have an option to automatically classify traffic and create classes as it passes.	Yes		
Support for IP addresses to user names mapping, so that the solution can classify and report on network users and groups.	Yes		
Per-Application classification to classify PVC, VLAN, subnet, Citrix, DICOM, Oracle, PostgreSQL, RTCP, and RTP applications, with traffic discovery within the class; Example, the solution must automatically discover Oracle or PostgreSQL database names and create classes for them.	Yes		
Proof of site visit to KALRO Headquarters for understanding the Network Infrastructure.	Yes		
Ability to spot many types of V/VoIP traffic automatically, including Clarent, CU-SeeMe, Dialpad, H.323, I-Phone, Media Gateway Control Protocol, H.248/Megaco, Micom, Net2Phone, T.120, SIP, Skype, Vonage, RTP, RTCP, MCK Communications, Skinny Client Control Protocol (Skinny), and VDOPhone	Yes		

Ability to limit employees' access to recreational web applications operations. For example, it might be acceptable for employees to look at their Netflix account on company time, but not play streaming videos. Or you can allow employees to look at their Facebook pages, but not post anything.	Yes		
Ability to auto-discover traffic based on IPv6 services—such as HTTP-IPv6, FTP-IPv6, and CIFS-IPv6	Yes		
Ability to check a particular IPv4 or IPv6 address and/or port number against the classification tree to determine how the traffic is classified	Yes		
Support for bulk operations of copying and deleting classes in the class tree	Yes		
The ability to match on DSCP values which proxy can set, and make decisions based on this DSCP values.	Yes		
The solution must have an option to passively monitor the traffic on the network and performs all the traffic classification and reporting tasks if connected to a switch's SPAN (Switched Port Analyzer) port	Yes		
<b>4. Traffic Shaping</b>			
Ability to enter bypass mode when the device lose power or in case of unit failure	Yes		
Ability protect traffic by guaranteeing a defined amount of bandwidth for our mission-critical traffic classes	Yes		
Ability to limit less important traffic by putting a cap on the amount of bandwidth a traffic class can use	Yes		
Ability to do scheduled shaping based on day or time of the day. The choice of day must be daily, weekends, weekdays, specific	Yes		



dates, specific days of the week, and/or specific dates of the month			
Support for dynamic partitions, sub-partitions are created on the fly as users become active in a traffic class; The dynamic sub-partition allocates a minimum and maximum amount of bandwidth to each user based on the number of active users	Yes		
Support for burstable partition that allows an aggregate traffic class to use a defined amount of bandwidth, and also allows that traffic class to access additional unused bandwidth, if needed	Yes		
Ability to configure hierarchical partitions, that child partition minimums are limited to the parent partition minimum. When the sum of the minimum size of the child partitions exceeds the minimum size of the parent partition, the parent is oversubscribed and the child partitions are scaled proportionately	Yes		
Ability to configure priority policy that determines the importance of the traffic class; specifying a value from 0 to x, where x is the highest priority.	Yes		
Ability to establish a minimum rate for each flow of an application, allow the flow prioritized access to excess bandwidth if it's available, and set a limit on the total bandwidth that a flow can consume providing congestion-avoidance mechanism	Yes		
Support for blocking both TCP and UDP traffic classes ; For TCP or web traffic, the solution must be able to inform the user that the session was disallowed	Yes		
Ability to exempt a traffic class from bandwidth allocation and treats the traffic type as "pass-through" traffic.	Yes		

Ability to Restrict non-TCP traffic and intelligently rejects web and TCP traffic. For example redirect certain web users to alternate URLs	Yes		
Ability to protect users from other users of their same application. Example, an FTP user waits forever because a high-capacity user is downloading a huge file using FTP.	Yes		
Ability to detect and quarantine those users who use more than their fair share of bandwidth; Example, catch each user moving over one gigabyte of data in a single day. Restrict the user to a maximum rate of 64 Kbps for two days. Then remove the restrictions.	Yes		
Ability to detect and limit the impact of SYN flood or similar denial-of-service attacks that are directed at a particular host or if the attack is from a specific IP address	Yes		
Support for Spoofing and LAND attacks detection , that send packets that appear to be from a trusted source by maliciously setting the source and/or destination to false addresses	Yes		
<b>5. Hardware, Software &amp; Licensing</b>			
The solution must offer a perpetual licensing model, maintaining the service after subscription expiration	Yes		
The offered solution must be an appliance.	Yes		
Supported WAN link rates (full duplex): 1	Yes		
Concurrent flows (TCP / other IP) : 350,000	Yes		
Optimal Max # of IP hosts at one time: 350,000	Yes		
Classes: 5,000	Yes		
Shaping Policies: 5,000	Yes		
Partitions: 10,000	Yes		
<b>6. Service, Support &amp; Training</b>			
Provide technical proof of the bidder to transfer relevant technical knowledge to the KALRO	Yes		

Administrator(s) on an instructor-led training programs that enable administrators to become fully proficient on all aspects of the solution			
Complete set of volumes for the Configuration and Management Guides	Yes		
Provide proof of three(3) years Pro-Active support contract with the manufacturer of the solution with clear Support Escalation Process with Points of Contact	Yes		
Provide proof that the support subscription should include updates, enhancements and new versions during the contract period.	Yes		
Attach Manufacturer Authorization Form in the provided format	Yes		
Attach supporting literature for the solution provided	Yes		
Provide proof of at least three (3) in-house technical capacity to deliver the proposed solution.	Yes		
Proof of the bidder in undertaking similar assignment in at least three (3) sites within the past five (5) years	Yes		
Proof that the vendor /manufacturer will be available for support during the deployment of the solution.	Yes		

## SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer: \_\_\_\_\_ Tender Number \_\_\_\_\_  
Page \_\_1\_\_ of \_\_1\_\_

### PRICE SCHEDULE

No.	Item Description	Quantity	Price (VAT Inclusive)
1.	Supply of Content Filtering and Bandwidth Management Tool	1	
2.	Pro-Active support contract with the manufacturer of the solution which include all support subscription	1	
<b>Total</b>			

.....  
Name (Authorized Official): \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature and Stamp of tenderer \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

**SECTION VIII - STANDARD FORMS**

**8.1 FORM OF TENDER**

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

Date: \_\_\_\_\_

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

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

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ..... *( Procuring entity)*.
4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

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

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

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

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

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

*Part 1 – General:*

Business Name  
 .....

Location of business premises.  
 .....

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

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

Nature of Business  
 .....

Registration Certificate No.  
 .....

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

Name of your bankers ..... Branch  
 .....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full ..... Age    .....</p> <p>Nationality ..... Country of origin    .....</p> <p>Citizenship details    .....</p>																								
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="1"> <thead> <tr> <th data-bbox="386 1619 472 1654">Name</th> <th data-bbox="737 1619 886 1654">Nationality</th> <th data-bbox="987 1619 1230 1654">Citizenship Details</th> <th data-bbox="1373 1619 1463 1654">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="386 1696 402 1724">1</td> <td colspan="3" data-bbox="402 1696 1458 1724">.....</td> </tr> <tr> <td data-bbox="386 1734 402 1761">2</td> <td colspan="3" data-bbox="402 1734 1458 1761">.....</td> </tr> <tr> <td data-bbox="386 1772 402 1799">3</td> <td colspan="3" data-bbox="402 1772 1458 1799">.....</td> </tr> <tr> <td data-bbox="386 1810 402 1837">4</td> <td colspan="3" data-bbox="402 1810 1458 1837">.....</td> </tr> <tr> <td data-bbox="386 1848 402 1875">5</td> <td colspan="3" data-bbox="402 1848 1458 1875">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1	.....			2	.....			3	.....			4	.....			5	.....		
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2	.....																								
3	.....																								
4	.....																								
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	<p>Part 2 (c ) – Registered Company Private or Public</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Ksh. ....</p> <p>Issued Ksh . ....</p> <p>Given details of all directors as follow:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	.....	.....	.....	2.....	.....	.....	.....	3.....	.....	.....	.....	4.....	.....	.....	.....	5.....	.....	.....	.....
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<p>Date ..... Signature of Candidate .....</p>																									

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

### 8.3 TENDER SECURITY FORM

Whereas ..... [Name of the tenderer]  
(Hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the supply, installation and commissioning of ..... [Name and/or description of the equipment] (Hereinafter called “the Tender”)

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

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)



## 8.4 CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a  
tender by the tenderer for the supply of those goods in the sum of  
..... [contract price in words and figures] (hereinafter called “the  
Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part  
of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the  
tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity  
to provide the goods and to remedy defects therein in conformity in all respects with the  
provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the  
provisions of the goods and the remedying of defects therein, the Contract Price or such  
other sum as may become payable under the provisions of the Contract at the times and  
in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

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

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM**

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

WHEREAS ..... [*name of tenderer*]  
(hereinafter called “the tenderer”) has undertaken , in pursuance of Contract  
No.       [*reference number of the contract*] dated

20 \_\_\_\_\_ to supply .....  
[*description of goods*] (hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

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

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

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

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

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

[name of tender] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

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

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

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

[signature for and on behalf of manufacturer]

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent. The letter does not serve as a proof for support contract and maintenance.

### 8.3 TENDER-SECURING DECLARATION FORM

(To be filled only by Disadvantaged groups; women, youth and Persons with disability)

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

Date of Bid submission: .....

**Tender No:** .....

**To:** .....

..... (Employer).

We, the undersigned, declare that:

1. We understand that according to your conditions, bids must be supported by a Bid – Securing Declaration.
2. We accept that we will be suspended from being eligible for bidding in any contract with the Employer for the period of time of ..... starting on ....., if we are in breach of our obligation(s) under the bid conditions, because we;
  - a. Have withdrawn our Bid during the period of bid validity specified in the Bidding data sheet; or
  - b. Having been notified of the acceptance of our Bid by the Employer 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 ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - i. Our receipt of a copy of your notification of the name of the successful Bidder; or
  - ii. Twenty-eight days after the expiration of the Tender.
4. We understand that if we are a joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and if the joint venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....in the capacity of.....

Name: ..... (Complete name of person signing this form)

Duly authorized to sign the bid for and on behalf of

..... (Complete name of Bidder)

Dated.....on.....day of.....

## 8.9 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)*

\_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20..... BETWEEN .....
APPLICANT AND .....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of
.....dated the...day of .....20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address:

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

- 1.
2.
etc.

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

- 1.
2.
etc

SIGNED .....(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary