



**KENYA AGRICULTURAL & LIVESTOCK RESEARCH ORGANIZATION**

**HEADQUARTERS:**

**Kaptagat Road, Loresho**

**P.O. BOX 57811 - 00200**

**NAIROBI**

**Telephone: 4183301-20/0722-206986/88**

**TENDER NO. KALRO/RFP/HQT/005/2014-15**

**FOR**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING  
OF WIDE AREA NETWORK INTERNET CONNECTIVITY TO  
KALRO HEADQUATER, INSTITUTES AND CENTRES**

**Receipt No.....**

**CLOSING DATE: JUNE 8, 2015 AT 10.00 A.M**

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**SECTION I - LETTER OF INVITATION**

TO:

Date \_\_\_\_\_

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

Dear Sir/Madam,

**RE: Request for Proposal for Supply, Installation, Testing and commissioning of Wide Area Network at KALRO Headquarter, Institutes and Centers to Wide Area Network Internet Connectivity**

1.1 The Kenya Agriculture & Livestock Research Organization (KALRO) hereby invites proposals for designing, installing, training and commissioning of Local Area Network at KALRO, Tea Research Institute.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the **Ag Supply Chain Manager, KALRO Headquarters, Kaptagat Road, off Waiyaki Way, Loresho, and P.O. Box 57811-00200, Nairobi** during normal working hours.

1.3 A complete RFP document may be obtained by interested candidates upon payment of a non- refundable fee of KES.1000.00 in cash or bankers cheque payable to the Director General KALRO. The document can also be obtained free of charge by downloading from KALRO website [www.kalro.org](http://www.kalro.org) or from Treasury website [suppliers@treasury.go.ke](mailto:suppliers@treasury.go.ke)  
Those who download the RFP document and intend to submit a bid are required to submit their particulars to the Ag Supply Chain Manager's Office for records and for the purpose of receiving any further tender clarifications and/or addendums.

1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.

1.5 Proposals must be accompanied by a bid security/bid bond of 2% of the total bid price from a reputable bank or Insurance firms approved by PPOA as specified in the tender document.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box **situated at the entrance to the main building of KALRO Headquarters on Kaptagat Road, Off Waiyaki Way on or before June 8, 2015 at 10.00 a.m.**

Bulky documents that cannot go through the slot of the Tender box may be delivered to ground floor Room 151 on or before **June 8, 2015 at 10.00 a.m.**

Late bids will be rejected.

- 1.6 Proposals will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at KALRO Headquarters, Boardroom on **June 8, 2015 at 10.00 a.m.**
- 1.7 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
  - Section II - Information to consultants  
Appendix to Consultants information
  - Section III - Terms of Reference
  - Section IV - Technical proposals
  - Section V - Financial proposal
  - Section VI - Standard Contract Form

Upon receipt, please confirm receipt of this letter and whether or not you will submit a proposal for the assignment

Yours sincerely

Stevens O Musewe  
**For Director General, KALRO**

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

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## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

- 2.1.1 The Client will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.2 Clarification and Amendment of RFP Documents**

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

**2.3.1** The Consultants proposal shall be written in English language

**2.3.2** In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

**2.3.3** While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.

- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

**2.3.4 The Technical Proposal** shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

**2.3.5** The Technical Proposal shall not include any financial information.



## 2.4 **Preparation of Financial Proposal**

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## 2.5 **Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address

and other information indicated in the Appendix “ITC” and clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

## 2.6 **Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## 2.7 **Evaluation of Technical Proposal**

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	<b>Points</b>
(i) Specific experience of the consultant related to the assignment	(10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(40)
(iii) Qualifications and competence of the key staff for the assignment	(40)
(iv) Suitability to the transfer of Technology Program (Training)	<u>(10)</u>
<b>Total Points</b>	<b><u>100</u></b>

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

the Appendix "ITC". Documentary evidence is required for the above requirements.

## **2.8 Public Opening and Evaluation of Financial Proposal**

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times \frac{Fm}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 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.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 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.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

- 2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## **2.12 Corrupt or fraudulent practices**

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.



	✓ ✓	Communication Commission of Kenya license Last three (3) years audited accounts 2011-2013
<b>7</b>	<b>Technical Evaluation</b>	<b>Point</b>
	Specific experience of the consultant related to the assignment (Network Design)	30
	Project Plan & Methodology of implementation	30
	Experience & past performance on similar project	25
	Qualification & experience of key technical staff	<u>15</u>
	<b>Total</b>	<b>100</b>
	Documentary evidence is required and Minimum points to qualify for the financial stage of evaluation shall be 75%. Proof of site visit will be considered	
<b>8</b>	Clarifications may be requested not later than seven (7) days before the submission date. The address for requesting clarifications is: <b>Director General</b> <b>Kenya Agriculture &amp; Livestock Research Organization</b> <b>P O Box 57811-00200</b> <b>Nairobi</b> <b>Attention; Ag Supply Chain Manager</b> E-mail:stevens.musewe@kalro.org	
<b>9</b>	Proposals shall be submitted in the following language: <b>English</b>	
<b>10</b>	The consultant must clearly mark the outer envelope with the Request For Proposal name and number	
<b>11</b>	Evaluation shall be done on the basis of their responsiveness to the Terms of Reference; <b>Yes</b>	
<b>12</b>	Cost of Request for Proposal document is <b>Ksh 1,000.00</b> per set or free of charge if downloaded from KALRO website <a href="http://www.kalro.org">www.kalro.org</a> or from the Treasury portal <a href="mailto:suppliers@treasury.go.ke">suppliers@treasury.go.ke</a>	
<b>13</b>	Training is a specific component of this assignment; <b>Yes</b>	
<b>14</b>	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: <b>Yes</b>	
<b>15</b>	Consultant to state local cost in the national currency: <b>Yes</b>	
<b>16</b>	Consultant must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal; <b>Yes</b>	
<b>17</b>	10% Performance Bond, in form of Bank Guarantee shall be required upon signing of contract; <b>Yes</b>	
<b>18</b>	Response to the Technical Requirements as stipulated in the document should be fully qualified and supported by the relevant documentation from the manufacturer where applicable. Statements such a ðcompliedð of ðagreedð will not be acceptable.	

<b>19</b>	<p>The Proposal submission address is:</p> <p style="text-align: center;"><b>Director General</b> <b>Kenya Agriculture &amp; Livestock Research Organization</b> <b>P O Box 57811-00200</b> <b>Nairobi</b></p> <p><b>Attention; Ag Supply Chain Manager</b></p> <hr/> <p>Proposals must be submitted not later than <b>June 8, 2015 at 10am</b></p>
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**SECTION III - TECHNICAL PROPOSAL**

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**1. TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ Date]

To: \_\_\_\_\_ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_ [Title of consulting services] in accordance with your  
Request for Proposal dated \_\_\_\_\_ [Date] and our Proposal. We are  
hereby submitting our Proposal, which includes this Technical Proposal, [and a  
Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]

:

\_\_\_\_\_ [Name of Firm]

:

\_\_\_\_\_ [Address:]

## 2. FIRM'S REFERENCES

### Three (3) Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Manager, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

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**5. TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

Name	Position	Task

**2. Support Staff**

Name	Position	Task

**6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

---

**Key Qualifications:**

---

**Education:**

---

**Employment Record:**

---

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ Date;  
*[Signature of authorized representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_



**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Weeks (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Weeks (in the Form of a Bar Chart)												Number of weeks		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**8. ACTIVITY (WORK) SCHEDULE**

**(a). Field Investigation and Study Items**

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are weeks from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>
Activity (Work)												
_____												
_____												
_____												
_____												

**(b). Completion and Submission of Reports**

<b>Content</b>	<b>Period in Week</b>	<b>date</b>	
1. Inception Report	1 week		
2. System analysis 3. Systems Specifications 4. System Design	1 week		
5. System configurations	2 weeks		
6. Technical system setup and terminations	2 days		
7. Testing 8. Training	1 week		
9. Commissioning	7 <sup>th</sup> week		

**SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

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**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [Date]

To: Director General  
Kenya Agriculture & Livestock Research Organization  
P O Box 57811 – 00200  
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) [Title of consulting services] in accordance with your Request for Proposal dated (\_\_\_\_\_) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]

:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address]

**2. SUMMARY OF COSTS**

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

## SECTION III: GENERAL CONDITIONS OF CONTRACT

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

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

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

### **3.2 Application**

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

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

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

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

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

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



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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

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

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

### **3.8 Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.9 **Packing**

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

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

### 3.10 **Delivery and Documents**

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

### 3.11 **Insurance**

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

### 3.12 **Payment**

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

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

### 3.13 **Prices**

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

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

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

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

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

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

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that 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**

The following Special Conditions of Contract shall supplement the General Conditions of contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### **1. Standards (GCC 3.4)**

GCC 3.4

- (i) No tender document will be accepted after the official closing time as specified on the advertisement and tender documents.

### **2. Use of contract documents and information (GCC 3.5)**

GCC 3.5.3 (i) Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tenderer who does not adhere to this condition will automatically be disqualified.

### **3. Inspection and Tests (GCC 3.8)**

GCC 3.8.1 (i) The Institute may carry out inspection and tests by visiting the Premises/Godowns to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the items quoted for conform to the contract specification.

### **4. Packing (GCC 3.9)**

GCC 3.9.1 The goods must be packed/package in order to prevent their damage or deterioration during transit to the final destination **Kenya Agricultural & Livestock Research Organization Headquarters, Kaptagat Road, Loresho**

### **5. Delivery and Documents (GCC 3.10)**

GCC 3.10.1

- (i) The deliveries must be in immediately on receiving the official order. Delivery must conform to the delivery schedule in the tender.
- (ii) The order is to be confirmed by a contract agreement duly signed by an authorized KARI Officer(s).
- (iii) The following documents shall be received by the procuring entity at the time of delivery;
  - i. Delivery Note accompanied by a duplicate copy of the contract
  - ii. Inspection certificate issued by the nominated inspection agency or the suppliers' factory inspection report if applicable.
  - iii. Suppliers invoice showing Goods description, quantity, unit price and total amount.
  - iv. Partial delivery should be invoiced upon completion of service of the order.

**6. Insurance (GCC 3.11)**

GCC 3.11.1 The supplier will cover All Risks for consignment expenses of the goods until they are accepted by KALRO

**7. Payment (GCC 3.12)**

GCC 3.12.1 (i) The payment shall be made to the tenderer/supplier and NO any third parties/Agents shall be paid on behalf of the supplier.

**8. Prices (GCC 3.13)**

- GCC 3.13.1 (i) Prices must remain firm and fixed  
(ii) Prices must remain valid for **90 days** after closing of tender  
**(iii)** Prices quoted must be inclusive of all government taxes and delivery charges to **Kenya Agriculture & Livestock Research Organization Headquarters, Kaptagat Road, Loresho**  
(iv) Prices quoted must be as per our "Unit of issue"  
(v) The price quoted should also include insurance and other local costs incidental to delivery of goods from the depot to final destination.  
(vi) The price shall be fixed for the period of the contract.

**9. Assignment (GCC 3.14)**

GCC 3.14.1 (i) The tenderers are required to attach certified true copies of certificate of Registration/Incorporation, VAT, PIN and Tax Compliance to the tender documents as a supplement to the Confidential Business Questionnaire Form.

**I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them.**

**Tenderers Name..... Date.....**

**Signature..... Official Rubber Stamp.....**

## **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 the detailed specifications, drawings, catalogues, manufacturer's literature etc 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/or 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
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

**TECHNICAL SPECIFICATIONS**  
**Current list of equipment and Connectivity**

NO.	SITE	TECHNOLOGY	CAPACITY	TERMINATION DEVICE
1	KALRO HQ	Fiber	30MB to internet	Cisco 3925 Routers series Cisco Firewall ASA 5586-X SSP-10
2	KALRO Njoro	Fiber	2MB	Cisco 3925 Routers series Cisco Firewall ASA 5586-X SSP-10
3	KALRO Mwea	WiMax	2MB	Cisco 1941 Router series
4	KALRO Kibos	WiMax	2MB	Cisco 1941 Router series
5	KALRO Oljorok	WiMax	2MB	Cisco 1941 Router series
6	KALRO TRC Alupe - Busia	WiMax	2MB	Cisco 1941 Router series
7	KALRO TRC Alupe 2 -	WiMax	1MB	Cisco 1941 Router series
8	KALRO Naivasha	WiMax	2MB	Cisco 1941 Router series
9	KALRO Thika	WiMax	2MB	Cisco 1941 Router series
10	KALRO Matuga	WiMax	1MB	Cisco 1941 Router series
11	KALRO Kisii	WiMax	2MB	Cisco 1941 Router series
12	KAR Kitale	WiMax	2MB	Cisco 1941 Router series
13	KALRO Embu	WiMax	2MB	Cisco 1941 Router series
14	KALRO Mtwapa	VL 5.4	2MB	Cisco 1941 Router series
15	KALRO Msabaha	VL 5.8	1MB	Cisco 1941 Router series
16	KALRO Mariakani	VL 5.4	1MB	Cisco 1941 Router series
17	KALRO Kakamega	VL	2MB	Cisco 1941 Router series
18	KALRO Katumani	RADWIN-P2P	2MB	Cisco 1941 Router series
19	KALRO Molo	RADWIN-P2P	2MB	Cisco 1941 Router series
20	KALRO Lanet	RADWIN-P2P	2MB	Cisco 1941 Router series
21	KALRO Pekerra	VSAT	2MB	Cisco 1941 Router series
22	KALRO marsabit	VSAT	2MB	Cisco 1941 Router series
23	KALRO Buchuma	VSAT	1MB	Cisco 1941 Router series
24	KALRO Kiboko	VSAT	2MB	Cisco 1941 Router series
25	KALRO Transmara	VSAT	2MB	Cisco 1941 Router series
26	Coffee Research	WiMax	5 MB	Cisco 1840 Router Series
27	Sugar Research	WiMax	5 MB	Cisco 1840 Router Series
28	Tea Research	WiMax	5 MB	Cisco 1840 Router Series



## TECHNICAL STATEMENT/ SPECIFICATION FOR THE KALRO WAN REQUIREMENTS:

1. The Internet service provider shall provide redundant upstream providers and show proof of the same using copies of contracts that are current and are valid for the next 2 years.
2. Redundancy shall be configured for auto-fail over of HQ to the DR site and vice versa
3. Auto-failover of remote sites from HQ to DR and vice versa for redundancy in event of an outage on either site.
4. VPN connectivity to the KALRO LAN from outside to both HQ and DR site.
5. Bandwidth management and measuring tool to be availed for access to KALRO technical staff.
6. 24/7/365/6 support as detailed in “*Minimum support requirement*”

## OPERATIONAL REQUIREMENTS/SERVICE LEVELS:

The desired Internet Access/Port Service shall be a tier-1, non-metered dedicated line service supporting high-speed Internet access with following required parameters:

- I. **Minimum average availability:** 98% (contiguous 7-day period):
- II. **Minimum HQ bandwidth:** 50 Mbps for KALRO HQ
- III. **Minimum DR bandwidth:** 10Mbps
- IV. **Maximum latency to ISP:** 10 ms between customer access point and ISP's Internet access point.
- V. **Video support:** Must be able to support and sustain isochronous transmission streaming media with a minimum sustained bit-rate of 3.0 Mb/s between customer network access point and ISP's Internet access point using standard and accepted quality of service protocols and methods.
- VI. **Availability:** 24 hours per day, 7 days per week, all year.
- VII. **Customer Interface (hand-off):** 1 Gigabit, prefer Ethernet handoff (full-duplex)
- VIII. **External Dynamic Routing:** BGP with auto failover
- IX. **Internal Dynamic Routing:** BGP, OSPF and static
- X. **Monitoring:** Internet port and access monitoring 24 hours x 7 days per week x 366 days per year. ISP must provide the sites with secured web access to basic monitoring functions and troubleshooting report management and reporting on daily and monthly usage.
- XI. **Problem Response:** Trouble reports affecting network availability and operation shall have a response from the ISP to KALRO technical staff .Technical Contact or designee within 60 minutes.
- XII. **Maintenance:** Maintenance periods shall not cause more than four (4) service-affecting events in any calendar month. All maintenance schedules shall be communicated to KALRO Technical Contact via e-mail not less than 24 hours prior to the start of the maintenance period. Scheduled maintenance periods shall be limited to the hours from 1:00 A.M. PST to 5:00 A.M. PST, where possible. Scheduled maintenance periods shall not be included in availability calculations.

## **EQUIPMENT TECHNICAL REQUIREMENTS / SPECIFICATIONS**

### **1.0 General Requirements**

All sites on the network must support full Internet Protocol (IP) services/ports and advanced services, including, but not limited to, H.323 audio and video conferencing, Large (100 MB+) file transfers, web-based audio and video streaming, Voice over IP (VoIP), and full support for both IPSec and SSL VPN traffic/services providing complete network convergence throughout the infrastructure.

All equipment, transmission methods, and systems must be "industry-standard." Industry-standard is defined as the most current version of relative standard(s) set by an American National Standards Institute (ANSI) or International Organization for Standardization (ISO)-accredited Standards Developing Organization (SDO), such as the Institute of Electrical and Electronics Engineers (IEEE), Telecommunications Industry Association (TIA) or Electronic Industries Alliance (EIA). Vendors must list the relevant standards the solution utilizes.

All networking hardware, services, and applications must support IPv6. If there are any exceptions, the vendor must provide explicit details of non-conformance by the component along with a good-faith estimate of when the component will be fully conformant.

The overall reliability of the network and, therefore, of all components *comprising* the network is an important proposal evaluation criterion.

All hardware must be manufactured by a recognized market leader with at least five (5) years of experience. As an attachment to its response to the RFP, the vendor must provide manufacturer specification/data sheets for all hardware that is proposed.

No.	Specification	Required	Bidder's Response
	<p><b><u>Main Link</u></b></p> <p>Provide 50 Mbps internet connection to KALRO HQ</p> <p>Provide MPLS or Standard point-to-point connection to the Data Centre at KALRO Headquarters from Branches at 5Mmbps for Group A and 2Mbps for group B</p> <p>All branches links and equipment must support the higher data rate of 5 Mbps for group A, and 2 Mbps for group B</p> <p>Provide BGP, Load balancing and auto-failover between the main P2P link and backup link or any advanced technology that support the above</p> <p>Pre-installation visits to each site to determine locations for network equipment and exact location of each WAN point is a must.</p> <p>Testing and certification of all installed network components and each WAN point.</p> <p>Compilation and submission of a final project report confirming all work successfully completed.</p> <p><b><u>Equipments:</u></b></p> <p>Configure <b>two (2)</b> Security Gateway Firewalls and Routers (Cisco) for Internet Services supporting 3 ISPs at the Headquarters and 2 ISPs at Njoro.</p>	<p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p>	

	<p><b><u>i) Group A Branches: -KALROHQ, NAIVASHA, LANET, THIKA, EMBU, MWEA, MTWAPA, KIBOKO, KATUMANI, KISII, NJORO, MOLO, PERKERRA, MARSABIT, KIBOS, COFFEE RESEARCH INSTITUTE, TEA RESEARCH INSTITUTE, SUGAR RESEARCH INSTITUTE.</u></b></p> <p>The service provider will configure Cisco secure gateway routers with two P2P service provider interfaces with auto failover and load balancing, and a WAN interface</p> <p>All the centers have an existing WAN communication equipment.</p> <p>The service provider will apply appropriate technologies for the proposed service that considers DTU/Modem for VSAT, Leased Lines, fibre Lines, Wireless, Microwave, or WiMax among others. These technologies should support integration in standard routers, TCP/IP Layer 2/3/4 management, data flow control integration or acceleration management, VPN, MPLS and other upcoming technologies.</p> <p>Mast construction where necessary will be the responsibility of the service provider.</p> <p>All installations must meet industry standards and be to the satisfaction of KALRO.</p> <p>The service provider must provide proof of concept (POC) of the service for at least 7 days and the service level must be satisfactory with proof of connection performance graphs and connection data.</p>	<p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p>	
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	<p><b><u>ii) Group B Branches: -OLJOROK, TRC ALUPE, KALRO BUSIA, MATUGA, MSABAHA, MARIAKANI, BUCHUMA AND TRANSMARA.</u></b></p> <p>The service provider will configure Cisco secure gateway routers with two P2P service provider interfaces with auto failover and load balancing, and a WAN interface</p> <p>The service provider will apply appropriate technologies for the proposed service that considers DTU/Modem for VSAT, Leased Lines, Fibre Lines, Wireless, Microwave, or WiMax among others. These technologies should support integration in standard routers, TCP/IP Layer 2/3/4 management, data flow control integration or acceleration management, VPN, MPLS and other upcoming technologies.</p> <p>Mast construction where necessary will be the responsibility of the service provider.</p> <p>All installations must meet industry standards and be to the satisfaction of KALRO.</p> <p>The service provider must provide proof of concept (POC) of the service for at least 7 days and the service level must be satisfactory with proof of connection performance graphs and connection data</p>	<p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p>	
	<p><b><u>iii) Group C Branches: MUGUGA 6 BIOTECHNOLOGY, VETERINARY, TRC AND TIGONI</u></b></p>		
	<p>The service provider to analyze suitability of the current technology and make recommendations for a P2P service and recommend appropriate bandwidth capacity and equipment where necessary</p> <p>The service provider will supply and install appropriate WAN communication equipment and offer support services and upgrades for the same, at the Branches. All equipment must support the higher data rate of minimum 5mbps at the branches</p> <p>The service provider will apply appropriate technologies for the proposed service that considers DTU/Modem for VSAT, Leased Lines, fibre Lines, Wireless, Microwave, or WiMax among others. These technologies should support integration in standard routers, TCP/IP Layer 2/3/4 management, data flow control integration or acceleration management, VPN, MPLS and other upcoming technologies.</p> <p>Supply and install Indoor and outdoor data cabling (coaxial,</p>	<p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p>	

	<p>fibre, twisted pair, etc), power cabling and their accessories as per installation requirements.</p> <p>Mast construction where necessary will be the responsibility of the service provider.</p> <p>All installations must meet industry standards and be to the satisfaction of KALRO.</p> <p>The service provider must provide proof of concept (POC) of the service for at least 7 days and the service level must be satisfactory with proof of connection performance graphs and connection data.</p>	<p>YES</p> <p>YES</p> <p>YES</p>	
4	<p><b><u>Management and Administration:</u></b></p> <p>i) Technical Administration:</p> <p>Technical administration will be directed by KALRO headquarters. This includes configuration management of the routers.</p> <p>Support requests shall emanate from either KALRO branches or KALRO Headquarters, or the service provider requesting problem resolution</p> <p>Routers will be assigned appropriate IP addresses for both internal and external interfaces to facilitate monitoring by both KALRO and the service providers</p> <p>KALRO reserves the right to exclusively manage the router and gateways</p> <p>ii) Financial Administration:</p> <ul style="list-style-type: none"> <li>- All billing will be administered and centralized at KALRO headquarters</li> <li>-Billing- To be done on quarterly</li> </ul>	<p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p>	
6	<p><b><u>Support &amp; SLA Availability Requirements:</u></b></p> <p>Provide 24hr support call centre for all KALRO Branches via phone call, email, sms or other means of communication</p> <p>Provide an SLA of 99.5% availability or higher for the data link connectivity</p> <p>Provide monitoring of the data link and router end-points, up-time and usage</p> <p>Provide/declare support escalation and resolution mechanisms.</p>	<p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p>	

	Where service resolution delays occur, both credit notes and penalties will apply in the same proportion and measure as that of the service provision costing.	YES	
7	<u>Identification:</u> - The identification will be done through the use of User ID number and invoiced at the beginning of every quarter.	YES	
8	<u>Service Band.</u> Matrix chart indicating the total price in the following. 1. 50 Mbps internet link to KALROHQ 2. Point to Point connection via dedicated 5 Mbps/ 5 Mbps to Group A. 3. Point to Point connection via dedicated 2Mbps/ 2Mbps to Group B. 4. Quarterly Cost for Group A and B 5. Yearly cost for Group A and B Separately	YES YES YES YES YES	
9	<u>Technology:</u> The interested firm will have to provide the technology to be used and type of connection preferred at every centre and last mile.	YES	
10	<u>Availability:</u> Unlimited and continuous connectivity and internet	YES	
11	<u>Warranty and support.</u> Onsite replacement of the Unit upon failure.	YES	

### Proposed Connectivity requirements

NO.	SITE	TECHNOLOGY	CAPACITY	TERMINATION DEVICE
1	KALRO HQ	Fiber	50MB to internet	Cisco 3925 Routers series Cisco Firewall ASA 5586-X SSP-10
2	KALRO Njoro	Fiber	5MB	Cisco 3925 Routers series Cisco Firewall ASA 5586-X SSP-10
3	KALRO Mwea	WiMax	5MB	Cisco 1941 Router series
4	KALRO Kibos	WiMax	5MB	Cisco 1941 Router series
5	KALRO Oljorok	WiMax	2MB	Cisco 1941 Router series
6	KALRO TRC Alupe - Busia	WiMax	2MB	Cisco 1941 Router series
7	KALRO TRC Alupe 2 -	WiMax	2MB	Cisco 1941 Router series
8	KALRO Naivasha	WiMax	5MB	Cisco 1941 Router series
9	KALRO Thika	WiMax	5MB	Cisco 1941 Router series
10	KALRO Matuga	WiMax	2MB	Cisco 1941 Router series
11	KALRO Kisii	WiMax	5MB	Cisco 1941 Router series
12	KAR Kitale	WiMax	5MB	Cisco 1941 Router series
13	KALRO Embu	WiMax	5MB	Cisco 1941 Router series
14	KALRO Mtwapa	VL 5.4	5MB	Cisco 1941 Router series
15	KALRO Msabaha	VL 5.8	2MB	Cisco 1941 Router series
16	KALRO Mariakani	VL 5.4	2MB	Cisco 1941 Router series
17	KALRO Kakamega	VL	5MB	Cisco 1941 Router series
18	KALRO Katumani	RADWIN-P2P	5MB	Cisco 1941 Router series
19	KALRO Molo	RADWIN-P2P	5MB	Cisco 1941 Router series
20	KALRO Lanet	RADWIN-P2P	5MB	Cisco 1941 Router series
21	KALRO Pekerra	VSAT	5MB	Cisco 1941 Router series
22	KALRO marsabit	VSAT	5MB	Cisco 1941 Router series
23	KALRO Buchuma	VSAT	2MB	Cisco 1941 Router series
24	KALRO Kiboko	VSAT	5MB	Cisco 1941 Router series
25	KALRO Transmara	VSAT	2MB	Cisco 1941 Router series
26	Coffee Research	WiMax	5MB	Cisco 1840 Router Series
27	Sugar Research	WiMax	5MB	Cisco 1840 Router Series
28	Tea Research	WiMax	5MB	Cisco 1840 Router Series
29	Group C branches	Recommend	Recommend	Recommend

Site visit is mandatory and proof will be required.



**SECTION VI - SCHEDULE OF REQUIREMENTS**

**List of Goods and Delivery Schedule**

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination	Delivery (as per Incoterms) Date	
					Latest Delivery Date	Bidder's offered Delivery date
			No.	Kenya Agricultural & Livestock Research Organization, Headquarters, Institutes and Centers	90 days after the signing of the contract	

**Note:** The deliveries shall be made as specified in the Special Conditions of Contract (Section IV)

**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer í

<i>Item No</i>	<i>Item Description</i>	<i>Unit of Issue</i>	<i>Quantity Required</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Remarks</i> <i>Indicate final unit price CIP to KALRO Headquarters</i>
				No.		

**NOTE: Please quote as per our Unit of Issue**

Signature of tenderer \_\_\_\_\_

**SECTION VIII - STANDARD FORMS**

**8.1 FORM OF TENDER**

Date \_\_\_\_\_

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

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.

1. 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

í ..

Location of business premises.

í ..

Plot No. í Street/Road

í ..

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

Nature of Business

í ..

Registration Certificate No.

í í

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

Name of your bankers í Branch í í í í í í í í í í í í í

### Part 2 (a) ó Sole Proprietor

Your name in full í .. Age í í í í í í í í í ..

Nationality í í í í í í í í í í í í í Country of origin í í í í í í í í í í í í í .

- Citizenship details

í í

### Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details
8.3	í í	í .
8.4	í í	í
8.5	í í	.
8.6	í í	.

### Part 2 (c) ó Registered Company

Private or Public

í .

State the nominal and issued capital of company-

Nominal Kshs. í í í í í í í í í í í í

Issued Kshs. í í í í í í í í í í í í

Given details of all directors as follows



### 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)

## 8.5 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)*

8.6 PERFORMANCE SECURITY FORM

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

WHEREAS í í í í í í í í í í í í í í [name of tenderer] (hereinafter called ðthe tendererö) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply í í í í í í í í í í í í í í í í í í í [description of goods] (hereinafter called ðthe Contractö).

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 í í í í í í í í í í . [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 í í í í í í í í í í .. [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signed and seal of the Guarantors

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





**8.8 MANUFACTURER’S AUTHORIZATION FORM**

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

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

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

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[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.