



**KENYA AGRICULTURAL & LIVESTOCK RESEARCH
ORGANIZATION HEADQUARTERS:**

**Kaptagat Road, Loresho
P.O. BOX 57811 - 00200
NAIROBI**

Telephone: 0722-206986/88 OR 0709-104000/01-50

TENDER NO. KALRO/010/HQTS.RFP/2016-17

FOR

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

**LOT 1- KALRO Headquarter
LOT 2 – Institutes & Centers**

Receipt No.....

CLOSING DATE: SEPTEMBER 12, 2016 AT 11.00 A.M

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SECTION I - LETTER OF INVITATION

TO: _____

Date: **16th August, 2016**

Dear Sir/Madam,

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

- 1.1 The Kenya Agricultural & Livestock Research Organization (KALRO) hereby invites Proposals for designing, installing, testing, training and commissioning of Local Area Network at KALRO Headquarters, Institutes and Centres.
- 1.2 The request for proposal (RFP) includes the following documents;
- Section I - Letter of invitation
 - Section II - Information to Consultants
 - Section III - Terms of reference
 - Section IV - Technical proposal
 - Section V - Financial proposal
 - Section VI - Standard Forms
- 1.3 On receipt of this RFP please inform us on email tenders@kalro.org stating:
- a. that you have received the letter of invitation; and
 - b. whether or not you will submit a proposal for the assignment
- 1.4 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the **Supply Chain Manager, KALRO Headquarters, Kaptagat Road, off Waiyaki Way, Loresho, P.O. Box 57811-00200, Nairobi** during normal working hours or send email to tenders@kalro.org
- 1.5 A complete RFP document may be obtained by interested candidates upon payment of a non-refundable fee of **KES.1,000.00** in cash or bankers cheque payable to the Director General KALRO. Alternatively, the document can also be obtained free of charge by downloading from KALRO website; www.kalro.org or from Treasury website; suppliers@treasury.go.ke. Those who opt to download from the website will be required to immediately register their details in the tender register at KALRO Headquarters in Loresho, along Kaptagat Road, off Kangemi fly over so as to be able to receive addendum and any other correspondences there may be.

- 1.6 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.
- 1.7 AGPO qualified firms MUST submit valid and relevant copy of AGPO registration certificate. Such firms will not be required to submit Bid Bond but the MUST submit duly filled in, signed and officially stamped Tender Securing Declaration Form
- 1.8 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 Kangemi Fly over on or before September 12, 2016 at 11.00 a.m.** Bulky documents that cannot go through the slot of the Tender box may be **delivered to KALRO Headquarters, ground floor Room 151** on or before **September 12, 2016 at 11.00 a.m.**
- Late bids will be rejected.
- 1.9 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.
- 1.10 Proposals will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at KALRO Headquarters, Boardroom on **September 12, 2016 at 11.00 a.m.**

Yours sincerely

Manager, Supply Chain Management
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 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

	Points
(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>
Total Points	<u>100</u>

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:-

$Sf = 100 \times \frac{F_M}{F}$ 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.

Appendix to information to consultants

2.1	Name of the Client: Kenya Agricultural & Livestock Research Organization
2.1.1	Method of selection: Quality and Cost Based Selection
2.1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: Supply, Installation, Testing, Training and Commissioning of Wide Area Network Internet Connectivity to (LOT 1) KALRO Headquarter & (LOT 2) Institutes and Centres
2.1.3	A pre-proposal conference will be held: No: The Client's representative is: Nicholas Saina or Stevens O Musewe Deputy Manager ICT Manager, Supply Chain Management Kenya Agriculture & Livestock Research Organization (KALRO) P O Box 57811-00200 Nairobi E-mail: tenders@kalro.org
2.1.4	The Client will provide the following inputs and facilities: <ul style="list-style-type: none"> ➤ Provide, to the consultant, any assistance that may be required during the course of execution of the contract. ➤ Nominate Liaison Officer (s) and counterpart staff who will work closely and maintain regular contact with the consultant on matters regarding this consultancy
2.1.7	Cost of Request for Proposal document is Ksh 1,000.00 per set or free of charge if downloaded from KALRO website www.kalro.org or from the Treasury portal www.suppliers@treasury.go.ke

2.2.1	<p>Clarifications may be requested not later than seven (7) days before the submission date. The address for requesting clarifications is:</p> <p style="text-align: center;">Director General Kenya Agriculture & Livestock Research Organization P O Box 57811-00200 Nairobi</p> <p>Attention; Manager, Supply Chain Management E-mail: tenders@kalro.org</p>
2.3.1	Proposals shall be submitted in the following language: English
2.4.2	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes
2.4.3	Consultant to state local cost in the national currency: Yes
2.4.5	Proposals must remain valid 90 days after the submission date; Yes
2.5.2	Consultant must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal; Yes
2.5.3	<p>This shall be a two envelope proposal: TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate envelopes each. Marked Original or Copy as appropriate. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope should be addressed to:</p> <p style="text-align: center;">Director General Kenya Agricultural and Livestock Research Organization P O Box 57811-00200 Nairobi</p> <p>The consultant must clearly mark the outer envelope with the Request For Proposal name and number. The FINANCIAL PROPOSAL should contain the warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL” indicated on the envelope.</p>
2.5.4	<p>The Proposal submission address is:</p> <p style="text-align: center;">Director General Kenya Agriculture & Livestock Research Organization P O Box 57811-00200 Nairobi</p> <p>Attention; Manager, Supply Chain Management Proposals must be submitted not later than September 12, 2015 at 11.00am</p>

2.7	<p>The following mandatory documents MUST be submitted for any consultant to qualify for evaluation of Technical Proposal:</p> <ul style="list-style-type: none"> ➤ Copy of registration Certificate ➤ Copy of valid Tax Compliance Certificate from KRA ➤ At least three referees for whom you have successfully undertaken similar assignment in last five (5) years ➤ Manufacturer authorization for the equipment ➤ Current Communication Commission of Kenya license ➤ Last three (3) years audited accounts 2013-2015 												
2.7.1	<p>Technical Evaluation Evaluation shall be done on the basis of their responsiveness to the Terms of Reference; Yes</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right;">Point</th> </tr> </thead> <tbody> <tr> <td>• Specific experience of the consultant related to the assignment (Network Design)</td> <td style="text-align: right;">30</td> </tr> <tr> <td>• Project Plan & Methodology of implementation</td> <td style="text-align: right;">30</td> </tr> <tr> <td>• Experience & past performance on similar project</td> <td style="text-align: right;">25</td> </tr> <tr> <td>• Qualification & experience of key technical staff</td> <td style="text-align: right;"><u>15</u></td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: right;"><u>100</u></td> </tr> </tbody> </table> <p>N/B:</p> <ul style="list-style-type: none"> a. 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. AGPO qualified firms will have a 10% Preferential treatment during evaluation <p>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 “complied” of “agreed” will not be acceptable.</p>		Point	• 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>	Total	<u>100</u>
	Point												
• 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>												
Total	<u>100</u>												
2.10.2	Date of commencing the assignment shall be agreed at the time of signing the contract with the consultant												
	Training is a specific component of this assignment; Yes												
	10% Performance Bond, in form of Bank Guarantee shall be required upon signing of contract; Yes												

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

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												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

[1st, 2nd, etc, are weeks from the start of assignment)

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

(b). Completion and Submission of Reports

Content	Period in Week	date	
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 th week		

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: Director General
Kenya Agricultural & 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/>

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____				
Names	Position	Input (Staff, months, days or hours as appropriate)	Remuneration Rate	Amount
Regular Staff i. ii. Consultants Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

6. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				<hr/>

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.

CURRENT LIST OF EQUIPMENT AND CONNECTIVITY

NO.	SITE	CURRENT TECHNOLOGY	CURRENT CAPACITY	TERMINATION DEVICE
1	KALRO HQ	Fiber	50 MB	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	2 MB	Cisco 1941 Router series
4	KALRO Kibos	WiMax	2 MB	Cisco 1941 Router series
5	KALRO Oljorok	WiMax	2 MB	Cisco 1941 Router series
6	KALRO TRC Alupe - Busia	WiMax	2 MB	Cisco 1941 Router series
7	KALRO TRC Alupe 2 -	WiMax	2 MB	Cisco 1941 Router series
8	KALRO Naivasha	WiMax	5MB	Cisco 1941 Router series
9	KALRO Thika	Fiber	5MB	Cisco 1941 Router series
10	KALRO Matuga	WiMax	5MB	Cisco 1941 Router series
11	KALRO Kisii	Fiber	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	2 MB	Cisco 1941 Router series
16	KALRO Mariakani	VL 5.4	2 MB	Cisco 1941 Router series
17	KALRO Kakamega	VL	5MB	Cisco 1941 Router series
18	KALRO Katumani	RADWIN-P2P	2 MB	Cisco 1941 Router series
19	KALRO Molo	RADWIN-P2P	5MB	Cisco 1941 Router series
20	KALRO Lanet	RADWIN-P2P	2 MB	Cisco 1941 Router series
21	KALRO Pekerra	VSAT	2 MB	Cisco 1941 Router series
22	KALRO Marsabit	VSAT	2 MB	Cisco 1941 Router series
23	KALRO Buchuma	VSAT	2 MB	Cisco 1941 Router series
24	KALRO Kiboko	Wimax	2 MB	Cisco 1941 Router series
25	KALRO Transmara	VSAT	2 MB	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	Fiber	5MB	Cisco 1840 Router Series
29	Tigoni	Wimax	5 MB	Cisco 1840 Router Series
30.	KALRO Muguga South	Wimax	5 MB	Cisco 1840 Router Series
31	Biotechnology Research	Wimax	5 MB	Cisco 1840 Router Series
32.	Genetics Resource Muguga	Wimax	5MB	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. 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.	Specifications	Required	Bidder's Response
	<p><u>Main Link</u></p> <p>Provide 100 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 Lot 2</p> <p>All branches links and equipment must support the higher data rate of 5 Mbps</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><u>Equipment:</u></p> <p>Configure two (2) 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>i) <u>LOT 1: KALRO HQ: 100 Mbps</u></p>	YES	
	<p>ii) <u>LOT 2 (A) BRANCHES: NAIVASHA, LANET, THIKA, EMBU, MWEA, MTWAPA, KIBOKO, KATUMANI, KISII, NJORO, MOLO, KIBOS, CRI-RUIRU, TRI-KERICHO, SRI-KIBOS, TIGONI, TRC-MUGUGA, GENE BANK-MUGUGA, BIOTECH- MUGUGA, TRC – ALUPE, FCRI-ALUPE; MATUGA; FCRI-KITALE, MSABAHA, MARIAKANI, KAKAMEGA, LANET, OL JOROROK;</u></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>iii) <u>LOT 2 (B) BRANCHES: BUCHUMA, MARSABIT, TRANSMARA AND PERKERRA</u></p> <p>Current Capacity 2 Mbps per site to be upgraded to 5 Mbps</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><u>III) LOT 2 (C) NEW BRANCHES: SERICULTURE, BEEF RESEARCH INSTITUTE-GARISA, COFFEE RESEARCH INSTITUTE- KITALE, KISII,KORU AND NAMWELA CENTRES , TRI – KANGAITA SUB-CENTRE</u></p>		
	<p>The service provider to do a WAN survey and recommend appropriate technology, equipment and bandwidth.</p> <p>The service provider will supply and install appropriate WAN communication equipment's and offer support services and upgrades for the same, at the Branches. All equipment must support the higher data rate of 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,</p>	<p>YES</p> <p>YES</p> <p>YES</p>	

	<p>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, 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> <p>YES</p>	
4	<p><u>Management and Administration:</u></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> <p>- All billing will be administered and centralized at KALRO headquarters</p> <p>-Billing- To be done Quarterly</p>	<p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p>	
6	<p><u>Support & SLA Availability Requirements:</u></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>YES</p> <p>YES</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>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.</p>	<p>YES</p> <p>YES</p> <p>YES</p>	
7	<p><u>Identification:</u></p> <p>- The identification will be done through the use of User ID number and invoiced at the beginning of every quarter.</p>	<p>YES</p>	
8	<p><u>Service Band.</u></p> <p>Matrix chart indicating the total price in the following;</p> <ol style="list-style-type: none"> 1. 100 Mbps internet link to KALRO HQ 2. Point to Point connection via dedicated 5 Mbps/ 5 Mbps to Group A and B and a separate matrix indicating the P2P connection to Group C Branches 3. Quarterly Cost for Group A and B and a separate costing for Group C 4. Yearly cost for Group A, B and C Separately 	<p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p>	
9	<p><u>Technology:</u></p> <p>The interested firm will have to provide the technology to be used and type of connection preferred at every centre and last mile.</p>	<p>YES</p>	
10	<p><u>Availability:</u></p> <p>Unlimited and continuous connectivity and internet</p>	<p>YES</p>	
11	<p><u>Warranty and support.</u></p> <p>Onsite replacement of the Unit upon failure.</p>	<p>YES</p>	
12.	<p>Bidders are free to quote for either of the Lots or both</p>		

PROPOSED CONNECTIVITY REQUIREMENTS

NO.	SITE	TECHNOLOGY	CAPACITY	TERMINATION DEVICE
1	KALRO HQ	Fiber	100 MB	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	5MB	Cisco 1941 Router series
6	KALRO TRC Alupe - Busia	WiMax	5MB	Cisco 1941 Router series
7	KALRO TRC Alupe 2	WiMax	5MB	Cisco 1941 Router series
8	KALRO Naivasha	WiMax	5MB	Cisco 1941 Router series
9	KALRO Thika	Fiber	5MB	Cisco 1941 Router series
10	KALRO Matuga	WiMax	5MB	Cisco 1941 Router series
11	KALRO Kisii	Fiber	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	5MB	Cisco 1941 Router series
16	KALRO Mariakani	VL 5.4	5MB	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	5MB	Cisco 1941 Router series
24	KALRO Kiboko	Wimax	5MB	Cisco 1941 Router series
25	KALRO Transmara	VSAT	5MB	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	Fiber	5MB	Cisco 1840 Router Series
29	Tigoni	Wimax	5 MB	Cisco 1840 Router Series
30.	KALRO Muguga South	Wimax	5 MB	Cisco 1840 Router Series
31	Biotechnology Research - Muguga	Wimax	5 MB	Cisco 1840 Router Series
32.	Genetics Resource Research Muguga	Wimax	5MB	Cisco 1840 Router Series

Group C- Branches

Group C- Branches				
1	ICRI- Sericulture – Thika	Recommend	Recommend	Recommend
2	BRI -Garissa Centre	Recommend	Recommend	Recommend
3	TRI Kangaita Centre	Recommend	Recommend	Recommend
4.	CRI Kitale	Recommend	Recommend	Recommend
5.	CRI Koru	Recommend	Recommend	Recommend
6	CRI Kisii	Recommend	Recommend	Recommend
7	CRI Namwela	Recommend	Recommend	Recommend

NB: Site visit is **mandatory** and proof will be required in form of a signed letter from the Institute or Centre Director. The letter **MUST** be attached to the bid document on submission of the tender

ANNEX I

STANDARD FORM OF CONTRACT

**Large Assignments
(Lump- Sum payment)**

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(iii)

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

(iv)

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

(v)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____)day of the month of _____ [month], [year], between _____, [name of client] of _____ [or whose registered office is situated at _____] [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Local Currency
 - Appendix E: Services and Facilities Provided by the Client

(vi)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full name of authorised representative] _____ *of Client's*

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

(viii)

- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

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- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**
- 2.6.1 By the Client** The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;
- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(x)

- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(xi)

- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

**3.2.1 Consultant (i)
Not to
Benefit from
Commissions,
Discounts,
Etc.**

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants").

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement Of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(xiv)

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

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III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
---------------------	--

1.1(i) The Member in Charge is _____ [name of Member]

1.4 The addresses are:

Client: _____
Attention: _____
Telephone: _____
Telex: _____
Facsimile: _____

Consultant: _____
Attention: _____
Telephone: _____
Telex: _____
Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is(_____) [date].

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is _____ [date]

2.3 The period shall be _____ [length of time].

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

(xviii)

6.2(a) The amount in foreign currency or currencies is _____
[Insert amount].

6.2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*
 - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<p>You are advised that it is a serious offence to give false information on this form.</p> <p>Part 1 General</p> <p>Business Name:</p> <p>Location of Business Premises:</p> <p>Plot No:Street/Road:</p> <p>Postal addressTel No.</p> <p>Fax Email:</p> <p>Nature of Business:</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs:</p> <p>Name of your bankers:</p> <p>Branch:</p>																							
<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 style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">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> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																				
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4.																				
<p>Part 2 (c) – Registered Company</p> <p>Private or Public:</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs:</p> <p>Issued Kshs:</p> <p>Given details of all directors as follows</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">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> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																				
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3.																				
4.																				
Date.....		Signature of Candidate.....																					

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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 of20.....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 of20.....

SIGNED
Board Secretary

Tender-Securing Declaration (Mandatory for AGPO)

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

Tender No.: *[insert number of Tendering process]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender 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.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

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

Corporate Seal (where appropriate)