



KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION

HEADQUARTERS

Kaptagat Road, Loresho

P.O. BOX 57811 - 00200

NAIROBI

Telephone: 4183301-20/0722-206986/88

REQUEST FOR PROPOSAL

KALRO/019/HQTS.RFP/2019-2020

FOR

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

May, 2020

TABLE OF CONTENTS

		Page
SECTION I.	Letter of Invitation	
SECTION II.	Information to consultants.....	3
	Appendix to information to Consultants...	12
SECTION III	Technical Proposal	15
SECTION IV.	Financial Proposal	26
SECTION V	Terms of Reference	34
SECTION VI.	Standard Forms of Contract	35
ANNEXES:		
Annex I.	Small Assignments: Lump-Sum Payments	47
Annex II.	Tender Site Survey Form for Lot 1.....	57
Annex III.	Tender Securing Declaration Form.....	58
Annex IV.	Confidential Business Questionnaire	59
Annex V.	Manufacturer Authorization Form	60

SECTION I - LETTER OF INVITATION

TO: Date

Dear Sir/Madam,

RE: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF WIDE AREA NETWORK INTERNET CONNECTIVITY TO KALRO HEADQUARTERS, INSTITUTES AND CENTRES

The KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION (KALRO) invites proposals for Supply, Installation, Testing and Commissioning of Wide Area Network Internet Connectivity to KALRO Headquarters, Institutes and Centers as indicated in the terms of reference.

1.1 The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants**
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

1.3 Upon receipt of this RFP please inform us on email tenders@kalro.org that:

- (a) you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number 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 **27th May, 2020 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 **27th May, 2020 at 11.00 am**

1.5 Prices quoted shall be net inclusive of all taxes and must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KALRO Headquarters, Conference room** on **27th May, 2020 at 11.00 a.m**

Director, Supply Chain Management
FOR: DIRECTOR GENERAL

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents

Page

2.1	Introduction	
2.2	Clarification and amendment of RFP document	
2.3	Preparation of Technical Proposal	
2.4	Financial proposal	
2.5	Submission, Receipt and opening of proposals	
2.6	Proposal evaluation general	
2.7	Evaluation of Technical proposal	
2.8	Public opening and Evaluation of financial proposal	
2.9	Negotiations	
2.10	Award of Contract	
2.11	Confidentiality	
2.12	Corrupt or fraudulent practices	

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” 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 have 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 interlineation 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 be 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	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)

(iv) Suitability to the transfer of Technology Programme (Training) (0-10)

Total Points **100**

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".

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.

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Ref	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS
2.1.1	<p>Name of Client/Beneficiary: KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION (KALRO)</p> <p>Method of Selection: Quality and Cost Based Selection(QCBS)</p>
2.1.2	The name and description of the assignment is: Supply, Installation, Testing and Commissioning of Wide Area Network Internet Connectivity to KALRO Headquarters, Institutes and Centres
2.1.4	The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals
2.2.1	<p>Tenderers may seek clarification until not later than seven (7) days to the closing date. The request should be in writing and addressed to;</p> <p>Director General Kenya Agricultural and Livestock Research Organization P O Box 57811-00200 Nairobi Att; Director, Supply Chain Management Email; tenders@kalro.org</p>
2.4.3	Fees Shall be in Kenyan Shillings
2.4.4	Financial Proposal validity period shall be 90 days after tender closing date
2.5.3	<p>This shall be a two envelope proposal: TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate envelopes each in two copies. Marked Original or Copy as appropriate.</p> <p>The proposal should be addressed to: Director General Kenya Agricultural and Livestock Research Organization P O Box 57811-00200 Nairobi and clearly marked DO NOT OPEN BEFORE 27th May, 2020 at 11.00a.m.</p>
2.5.4	<p>The Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number 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 27th May, 2020 at 11.00a.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 27th May, 2020 at 11.00a.m. Late bids will be rejected</p>

Clause Ref	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS		
2.7.1	EVALUATION CRITERIA: Stage 1: Mandatory Requirement -Interested bidders MUST provide the following:		
	ITEM No	ITEM DESCRIPTION	YES/NO
	1	Copy of valid Registration Certificate	
	2	Copy of valid Business Permit	
	3	Copy of valid Tax Compliance Certificate from KRA	
	4	At least five (5) reference letters from referees whom you have successfully undertaken similar assignment in last three (3) years	
	5	Provide copy of valid License from Communication Authority of Kenya as a Public Data Network Operator	
	6	Provide copy of valid License from Communication Authority of Kenya as a Network Facility provider in Kenya.	
	7	Provide last three (3) years audited accounts 2017-2019	
	8	Certificate to own and operate a Long Term Evolution (4G) enabled network.	
	9	Manufacturer Authorization Forms for the last mile equipment	
	10	Documentary evidence of contract with at least 3 multiple upstream providers.	
	11	Provide at least five (5) certificates of staff with professional competence in Wide Area Network technologies.	
	12	Provide a site visit report for all institute/ centers visited to assess the last miles and coordinates.	
	13	Proof of provision of services as a first tier Internet Service Provider (ISP).	
	14	Proof of redundancy upstream.	
	15	Proof of Service/ customer support desk accessible through ALL of the following: Telephone: Email:	
	16	Gantt Chart and Implementation Schedule for the service.	

Clause Ref	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS		
	17	Submit bid bond of Ksh 400,000.00 in form of bank guarantee from bank recognized by the Public Procurement Regulatory Authority.	
	18	Duly filled in, signed and rubber stamped confidential business questionnaire	
The consultant must demonstrate their understanding of and conformity to the terms of reference provided			
Firms registered under AGPO category will be exempt from submission of reference letters, bid bond, audited accounts but WILL be required to submit duly fill, sign and rubber stamp tender securing declaration form			
N/B: The bidders who meet all the mandatory requirement will be responsive and therefore considered for the next stage of evaluation			
Stage 2: Technical Evaluation Criteria			
Each of the Requirements in the bid shall be scored as weighted below: The table of content is supposed to be structured in a way that makes identification of the detailed particulars easy.			
Description			Score
Presentation of the document -			5
Well-presented document with ease of reference – 3Points			
Comprehensive and complete document – 2Points			
Specific experience of the consultant related to the assignment			20
i. Five similar projects successfully completed in the last three (3) years- provide proof (provide certificate of completion / recommendation letter) – 20Points			
ii. Three similar projects successfully completed in the last three (3) years- provide proof (provide certificate of completion / recommendation letter) – 15Points			
Qualification and Competence; Attach CV's, academic and following professional Certificates for the various proposed project members as per the TOR;			20

Clause Ref	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS				
	Title	Academic Qualification	Professional Qualification	No. of personnel	Point
	Project Manager	Msc. Computer Science or related field OR	PMP, PRINCE 2 (Practitioner Level)	1No	10
		Bsc. Computer Science or related field			5
	Project Engineer	Msc. Computer Science or related field OR	CCNP	1No	5
		Msc. Computer Science or related field			3
	Deployment Engineer	Bsc. Computer Science or related field	CCNP		5
Project Plan & Methodology of implementation					25
Solution Design and Deployment					5
Deployment Duration					5
Redundancy at last mile and at upstream					5
Site Visit survey report of all site visited. Use attached template in annex 1.					5
Proof of scalability & capacity i.e. provide for flexibility in terms of bandwidth upgrade and downgrade where applicable					5
Demonstrate ability to provide and sustain the proposed technologies and Capacities					20
Ability to provide the required technologies and capacity as stipulated in the TOR					10
Ability to provide 200mbps internet at KALRO Headquarters					3
Ability to provide 20mbps dedicated link to the DR site					2
Ability to provide superior technology in remote sites					5

Clause Ref	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS	
	Provision for support, on-site warranty support and user training	10
	Able to guarantee connectivity at 99.99% availability (supported by draft SLA)	3
	Provision of a 24/7 Network Operations Centre (NOC) and provide contact phone numbers and email addresses for the same where KALRO can report problems.	2
	Commitment of the bidder to train KALRO key technical staff	3
	Service Level Agreement (SLA) confirming the product is warranty on equipment and replacement within Next Business Day (NBD)	2
	<p>N/B:</p> <p>a. Documentary evidence is required and Minimum points to qualify for the financial stage of evaluation shall be 75%.</p> <p>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 “complied” or “agreed” will not be acceptable.</p> <p>Bidders who fail to meet the pass mark of 75% shall be disqualified from continuing to Financial Evaluation. Their financial proposals will therefore not be opened for evaluation.</p>	
2.9	Negotiations will be held after completion of the evaluation process	
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	
	Firm’s registered under AGPO category shall have 5% preferential treatment during financial evaluation	

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

Table of Contents

	Page
1. Technical proposal submission form	
2. Firms references	
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	
4. Description of the methodology and work plan for performing the assignment	
5. Team composition and Task assignments	
6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	
8. Activity (work schedule)	

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

**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 Director/Coordinator, 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; _____

(May be amended as necessary)

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.

14. 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:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

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

_____ Date: _____
[Signature of staff member]
_____ Date; _____
[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months
			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)

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

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

1. FINANCIAL 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. 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				_____

SECTION V: - TERMS OF REFERENCE

5.1 Terms of Reference are the initial statement to the consultant of the services to be performed and should therefore be clear and precise and should contain the following sections:

- (a) Background,
- (b) Objectives of the assignment,
- (c) Scope of the Services,
- (d) Reports and Time Schedule,
- (e) Facilities to be provided by the Client,
- (f) Methodology,
- (g) Terms of Payment and
- (h) Consultants Comments.

TERMS OF REFERENCE FOR WAN CONNECTIVITY AND INTERNET SERVICE PROVISION FOR KALRO

Introduction

The Kenya Agricultural Research and Livestock Organization (KALRO) Headquarters is responsible of providing support and continually upgrading of ICT facilities for all its Research institutes/centres across the country; including high-speed LAN and WAN networks, wireless services, access to centralized services, network security, providing employees with state-of-the-art hardware and software, and offering guidance and training on all aspects of ICT. KALRO is currently subscribed to a 200Mbps internet via a Primary Internet Service Provider. WAN MPLS network is connecting 44 centers across the country breaking out to the internet at KALRO Headquarters in Loresho.

Objective

- KALRO wishes to invite qualified local companies to provide a fully redundant internet/WAN link with capacity of **200Mbps** internet at the headquarters.
- The data links should be terminated at designated routers within the Headquarters in Loresho.
- WAN MPLS to be terminated in all the 44 centers with varying capacity ranging from **5Mbps** to **20Mbps** to the headquarters.
- Dedicated P2P link of **20Mbps** to KALRO Disaster recovery site.
- Provide thirty (30) useable Public IP addresses.

Scope

- The successful provider is expected to provide 200Mbps Internet connection and terminate it in a designated router within KALRO datacenter in Loresho. The connection must be a fully redundant with a fiber backup internet link of similar capacity that uses different physical route.
- The Provider will provide evidence of redundancy of submarine cable to ensure that a minimum of 2 distinct physical cable providers are contractually available.
- Provider will provide evidence of redundancy of physical land connectivity between undersea and KALRO (both fiber or at least primary fiber and another capable to provide equivalent fiber capacity). The evidence should include contractual availability of the infrastructure and should already be commissioned for use.
- Most of the Internet traffic is data. However, the provider should make provisions for traffic adjustments when necessary with the possibility of live media streaming.
- The provider will be expected to provide on-site personnel for the installation period until the service is fully available within the first week after activation of the data link.
- The provider will be responsible for the planning, design and setup of the Internet/WAN connection and will be expected to provide a clear time line on the deployment.

- The provider must be able to provide redundancy of Mobile Data Network (such as GSM/3G/4G) support in the remote sites which include Transmara, Perkerra, Garissa, Marsabit, Koru and Alupe.
- The provider should provide a complete technical contact list and a clear problem tracking, ticketing, escalation and reporting procedures.
- The ISP shall resolve ALL internet and connectivity interruptions attributed to their infrastructure:
 - Within 1 hour of reported total service failure
 - Within 4 hours of reported service degradation
- The provider should be able to guarantee service all times with connectivity guarantee of 99.99% availability.
- The provider will train twenty (20) key ICT technical staff from KALRO for first level troubleshooting of the proposed technologies.
- The provider should guarantee the subscribed bandwidth 24/7.
- The provider will maintain a 24/7 Network Operations Centre (NOC) and provide contacts with phone numbers and email addresses for the same where KALRO can report problems.
- Should the provider be unable to provide service for a time exceeding 4 hours during a billing period, the bill for the period should deduct a prorated amount for the time when service was unavailable.
- The Preferred ISP should provide monthly invoices for service usage for the previous month.
- The provider should provide a draft Service Level Agreement while responding.
- If the network availability Guarantee is not met in a calendar month, the customer (KALRO) is eligible to receive credit to 1/30 of the monthly service charge for that month for each hour of outage in excess of the 99.99% guaranteed under SLA.

OPERATIONAL REQUIREMENTS/SERVICE LEVELS

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

- i. **Minimum average availability:** 99.99% (contiguous 7-day period)
- ii. **Minimum HQ internet bandwidth:** 200 Mbps for KALRO HQ
- iii. **Minimum DR P2P bandwidth:** 20Mbps
- iv. **Maximum latency to ISP:** 20ms 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 routes.
- 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, weekly 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 service outage for more than four (4) working hours 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 9:00 P.M. PST to 5:00 A.M. PST, where possible. Scheduled maintenance periods shall not be included in availability calculations.
- xiii. **Edge Device Upgrade:** The provider shall update all the CPEs including edge routers/gateways to the current firmware and IOS.
- xiv. **Remote Site:** 3/4G support enabled in the remote sites (Transmara, Perkerra, Garissa, Marsabit, Koru and Alupe) to be on standby.
- xv. **Packet Loss Guarantee:** Internet network should be having a guarantee of maximum average packet loss of 1 % or less during any calendar month.
- xvi. **Latency:** The latency from customer equipment should be less than 30ms for a standard 64-byte ping to any local –ISP edge router.

The Bidder must provide the following information:

- Scalability - The Network should be scalable in terms of bandwidth requirements. This means that it should be possible to vary the bandwidth requirements from time to time depending on existing KALRO traffic requirements.
- Maintainability of the supplied equipment - to what degree is an operational maintenance updating required ensuring user operational requirement can be met.
- Platform dependability – to what degree do the components of the internet link require a particular software or hardware environment.
- Security – to what degree is network processes and data protected.
- Reliability of both Internet and Point to Point links

- Redundancy – to what degree are duplicate components required to ensure a continuous operation. KALRO expects full redundancy and the details have to be availed in the proposal.
- Provide Detailed CVs and certifications of key professional staff who will be involved in the Project.
- Delivery Lead Time.
- Proposed list of VPN/WAN documentation in English language.
- Sample maintenance contract stating the terms.

General Time Schedule

Bidders to complete the deployment of the solution at most in **8 weeks**.

Evaluation Criteria and Process

- Evaluation and selection of the vendor will be based on both the technical and financial proposal.
- An evaluation committee established within KALRO will evaluate each proposal submitted. Each proposal will be evaluated on the basis of its responsiveness to the requirements detailed in the RFP and will be assessed and scored according to a set of basic evaluation criteria listed below:
 - a. Full compliance of all services with the specifications details in “Scope of Work”.
 - b. Full compliance with the requirements as stated herein.
 - c. Proof of presence of mobile data technology that can be used on different technologies such as Global System for Mobile (GSM) Telecommunication, Universal Mobile Telecommunication System (UMTS), Long-term Evolution (LTE), etc to provide connection/ backup in remote sites where necessary.
 - d. Past experience – vendor should provide at least 5 references of a relatively large organization to which they provide Internet data connectivity in the last one year.
 - e. Experience in building data networks.
 - f. Customer communication and quality of support services
 - g. Onsite troubleshooting capability.

General Time Schedule

Bidders to complete the deployment of the solution at most in **8 weeks**.

Terms of Payment

The billing shall be on monthly basis and KALRO will ensure full payment is made within 30 days from the date of receipt of invoice and after approval by inspection and acceptance committee.

TECHNICAL SPECIFICATIONS

TECHNOLOGY AND BANDWIDTH CAPACITY REQUIREMENTS

The table below shows the minimum KALRO requirement for the last mile technologies and bandwidth capacity. Bidders Remarks' column **MUST** be filled with the proposed technology and the capacity.

	CENTRE LOCATION	CURRENT TECHNOLOGIES	REQUIRED CAPACITY	BIDDERS REMARKS
1.	Headquarters - Loresho	Fibre	200 mbps internet	
2.	Headquarters - Loresho	Fibre	200 mbps Internet redundancy	
3.	Naivasha	Fibre	15 mbps MPLS	
4.	Lanet	Microwave / Fibre	5mbps MPLS	
5.	Njoro	Fibre	10mbps MPLS	
6.	Molo	Microwave / Fibre	5mbps MPLS	
7.	TRI Kericho	Microwave / Fibre	10mbps MPLS	
8.	FCRC Kisii	Fibre	10mbps MPLS	
9.	CRC Kisii	Microwave / Fibre	5mbps MPLS	
10.	SRI Kisumu	Microwave / Fibre	10mbps MPLS	
11.	HRC Kibos	Microwave / Fibre	5mbps MPLS	
12.	Kakamega	Fibre	10 mbps MPLS	
13.	Vet Alupe	Microwave / Fibre	5mbps MPLS	
14.	FCRC Alupe	Microwave / Fibre	5mbps MPLS	
15.	FCRI Kitale	Fibre	10mbps MPLS	
16.	CRC Kitale	Microwave / Fibre	5mbps MPLS	
17.	Ol Joro Orok	Microwave / Fibre	5mbps MPLS	
18.	Muguga BioRI	Microwave / Fibre	5mbps MPLS	
19.	Muguga North	Microwave / Fibre	5mbps MPLS	
20.	Muguga GeRRI	Microwave / Fibre	10mbps MPLS	

	CENTRE LOCATION	CURRENT TECHNOLOGIES	REQUIRED CAPACITY	BIDDERS REMARKS
21.	Tigoni	Microwave / Fibre	5mbps MPLS	
22.	Kabete	Fibre	20mbps MPLS	
23.	Mwea	Microwave / Fibre	5mbps MPLS	
24.	Thika HRI	Fibre	10mbps MPLS	
25.	Matuga	Microwave / Fibre	5mbps MPLS	
26.	Embu	Fibre	10mbps MPLS	
27.	Mtwapa	Fibre	10mbps MPLS	
28.	Msabaha	Microwave / Fibre	5mbps MPLS	
29.	Mariakani	Microwave / Fibre	5mbps MPLS	
30.	Katumani	Fibre	10mbps MPLS	
31.	Kiboko	Microwave / Fibre	10 mbps MPLS	
32.	Coffee Research Ruiru	Microwave / Fibre	10mbps MPLS	
33.	ICRI-Sericulture – Thika	Microwave / Fibre	5mbps MPLS	
34.	BRI -Garissa Centre	Microwave / Fibre	5mbps MPLS	
35.	TRI-Kangaita	Microwave / Fibre	5mbps MPLS	
36.	Transmara	Microwave / Fibre	5mbps MPLS	
37.	Namwela	Microwave / Fibre	5mbps MPLS	
38.	Perkerra	Microwave / Fibre	5mbps MPLS	
39.	Marsabit	Microwave / Fibre	5mbps MPLS	
40.	CRC Koru	Microwave / Fibre	5mbps MPLS	
41.	Buchuma	Microwave / Fibre	5mbps MPLS	
42.	SRI Opapo	Microwave / Fibre	5mbps MPLS	

	CENTRE LOCATION	CURRENT TECHNOLOGIES	REQUIRED CAPACITY	BIDDERS REMARKS
43.	SRI Mumias	Microwave / Fibre	5mbps MPLS	
44.	SRI Mtwapa	Microwave / Fibre	5mbps MPLS	
45.	Thika PTC	Microwave / Fibre	5 Mbps MPLS	
46.	DR Site	Fibre	20Mbps MPLS	

- NB: 1. Bidders to provide MASTS where necessary.
2. Where there is NO Router KALRO will provide.

Detailed Technical Evaluation

During detailed evaluation the bids shall be subjected to a more thorough evaluation to check if they meet the technical requirements as stated in their respective bid documents. The pass mark for this evaluation stage is **75%**. Bidders who fail to meet the pass mark of **75%** shall be disqualified from continuing to Financial Evaluation. Their financial proposals will therefore not be opened for evaluation. Each of the Requirements in the bids shall be scored as weighted below:

NB: The table of content is supposed to be structured in a way that makes identification of the detailed particulars easy.

Description
Presentation of the document
Well-presented document with ease of reference
Comprehensive and complete document
Specific experience of the consultant related to the assignment
Five similar projects successfully completed in the last three (3) years- provide proof (provide certificate of completion / recommendation letter)
Attach CV's, academic and following professional Certificates for the various proposed project members as per the TOR 1 PMP or PRINCE 2 (0.5pts),3 CCNP (1pts),2 BSc (1pts),2 MSc/MBA (1pts),2 CCNA (1pts)
Project Plan & Methodology of implementation
Solution Design and Deployment
Deployment Duration

Redundancy at last mile and at upstream
Site Visit survey report of all site visited
Proof of scalability & capacity i.e. provide for flexibility in terms of bandwidth upgrade and downgrade where applicable
Demonstrate ability to provide and sustain the proposed technologies and Capacities
Ability to provide the required technologies and capacity as stipulated in the TOR
Ability to provide 200mbps internet at KALRO Headquarters
Ability to provide 20mbps dedicated link to the DR site
Ability to provide superior technology in remote sites
Provision for support, on-site warranty support and user training
Able to guarantee connectivity at 99.99% availability (supported by draft SLA)
Provision of a 24/7 Network Operations Centre (NOC) and provide contact phone numbers and email addresses for the same where KALRO can report problems.
Commitment of the bidder to train KALRO key technical staff
Service Level Agreement (SLA) confirming the product is warranty on equipment and replacement within Next Business Day (NBD)

SECTION VI:
STANDARD FORMS OF CONTRACT

ANNEX I
Site Survey Form



KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION

WAN Tender Site Survey

The purpose of this survey is to ensure that the provider has an understanding of the centre location, assess the existing last mile connections and assess the end devices (CPEs) for Quality of Services (QoS) and smooth running of the proposed technology.

This form is to certify that M/S _____ has visited KALRO _____ for the above exercises.

On their visit they were taken through the existing connectivity from the institute/centre to Headquarter.

The following are some of the findings;

1. End device (Router) Make & Model _____
2. Does the end device support QoS ? YES NO
3. Brief comments on the last mile connectivity to the provider's grid

NAME: _____

COMPANY: _____

SIGNATURE: _____ DATE: _____

STAMP: _____

HOSTED BY:

KALRO OFFICER IN CHARGE/ ICT OFFICER: _____

SIGNATURE: _____ DATE: _____

STAMP: _____

**ANNEX II - SAMPLE CONTRACT FOR CONSULTING
SERVICES**

Small Assignments
Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____*[Insert starting date of assignment]*, by and between _____*[Insert Client’s name]* of [or whose registered office is situated at] _____*[insert Client’s address]*(hereinafter called “the Client”) of the one part AND _____*[Insert Consultant’s name]* of [or whose registered office is situated at] _____*[insert Consultant’s address]*(hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing on _____ *[Insert starting date]* and continuing through to _____ *[Insert completion date]*, or any other period(s) as may be subsequently agreed by the parties in writing.

(i)

3. Payment

A. Ceiling
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to

exceed____
_____ *[Insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs_____ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs_____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs_____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs_____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. 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.

4. Project Administration

A. Coordinator.

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the

(ii)

assignment and will constitute the basis for the payments to be made under paragraph 3.

- 5. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant 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.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.
- 11. Law Governing Contract and** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

Language

12. Dispute

Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall 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.

(iii)

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

(v)

ANNEX III

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

ANNEX IV
FORM RB 1

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



KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION

WAN Tender Site Survey

The purpose of this survey is to ensure that the provider has an understanding of the centre location, assess the existing last mile connections and assess the end devices (CPEs) for Quality of Services (QoS) and smooth running of the proposed technology.

This form is to certify that M/S _____ has visited KALRO _____ for the above exercises.

On their visit they were taken through the existing connectivity from the institute/centre to Headquarter.

The following are some of the findings;

- 4. End device (Router) Make & Model _____
- 5. Does the end device support QoS? YES NO
- 6. Brief comments on the last mile connectivity to the provider's grid

NAME: _____

COMPANY: _____

SIGNATURE: _____ DATE: _____

STAMP: _____

HOSTED BY:

KALRO OFFICER IN CHARGE/ ICT OFFICER: _____

SIGNATURE: _____ DATE: _____

STAMP: _____

Annex VI. Tender-Securing Declaration Form

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

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

Date of Bid submission:

Tender No:

To:

..... (Employer).

We, the undersigned, declare that:

1. We understand that according to your conditions, bids must be supported by a Bid –Securing Declaration.

2. We accept that we will be suspended from being eligible for bidding in any contract with the Employer for the period of time of starting on, if we are in breach of our obligation(s) under the bid conditions, because we;

a. Have withdrawn our Bid during the period of bid validity specified in the Bidding data sheet; or

b. Having been notified of the acceptance of our Bid by the Employer during the period of bid validity;

i. Fail or refuse to execute the contract, if required, or ii. Fail or refuse to furnish the performance security, in accordance with the ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

i. Our receipt of a copy of your notification of the name of the successful Bidder; or ii. Twenty-eight days after the expiration of the Tender.

4. We understand that if we are a joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and if the joint venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:in the capacity of.....

Name: (Complete name of person signing this form)

Duly authorized to sign the bid for and on behalf of..... (Complete name of Bidder)

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

Annex VII. Confidential Business Questionnaire

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

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

Part _____ General:

Business Name
Location of business premises
Plot No. Street/Road
Postal Address Tel. No.Fax Email
Nature of business
Registration Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
Nationality Country of origin
Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5.

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5.

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Annex VIII.

MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.