

# **KENYA BUREAU OF STANDARDS**



## **RE-TENDER DOCUMENT**

**FOR**

**SUPPLY, DELIVERY, INSTALLATION, IMPLEMENTATION AND  
COMMISSIONING OF WIDE AREA NETWORK AND DEDICATED  
INTERNET CONNECTIVITY**

**RE-TENDER NO: KEBS/T023/2018/2019**

**KENYA BUREAU OF STANDARDS**

**P.O. BOX 54974-00200**

**NAIROBI.**

**TEL: 020 6948000/605490/605550**

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# KENYA BUREAU OF STANDARDS

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## INVITATION TO TENDER

### RE-TENDER NO. KEBS/T023/2018/2019: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF WIDE AREA NETWORK AND DEDICATED INTERNET CONNECTIVITY

Kenya Bureau of Standards (KEBS) invites tenders for supply, delivery, installation, implementation and commissioning of wide area network and dedicated internet connectivity.

Tender documents detailing the requirements may be obtained from the **Procurement Office at KEBS Centre, Popo Road, Off Mombasa Road, Behind Bellevue Cinema Nairobi** on normal working days between **8.30 a.m and 4.00 p.m** or **Download from the KEBS website**, upon payment of a non-refundable fee of **Kenya Shillings One Thousand (Kshs. 1,000)** payable in cash or bankers' cheque.

Completed tender documents in plain sealed envelopes clearly marked **"KEBS/T023/2018/2019: SUPPLY, DELIVERY, INSTALLATION, IMPLEMENTATION AND COMMISSIONING OF WIDE AREA NETWORK AND DEDICATED INTERNET CONNECTIVITY"**

should be addressed and delivered to:

**THE MANAGING DIRECTOR,  
KENYA BUREAU OF STANDARDS,  
POPO ROAD OFF MOMBASA ROAD  
P.O. BOX 54974 - 00200  
NAIROBI.**

Or be deposited in the Tender Box at **KEBS Centre Main Reception** marked **"TENDER BOX"** so as to be received on or before **10.00 am on 16<sup>th</sup> JULY 2019.**

Tender opening will be carried out immediately thereafter at the **KEBS Centre Conference Room**. Tenderers or their representatives are free to attend the tender opening.

Tenders must be accompanied by Bid Security of 2%.

**MANAGING DIRECTOR**

# **Section B. General Information**

## **Introduction**

### **1. Eligible Tenderers**

1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.

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

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

### **2. Eligible Goods**

2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.3 The origin of goods is distinct from the nationality of the tenderer.

### **3. Cost of Tendering**

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

# The Tender Document

## 4. Contents

The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) General information
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form

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

## 5. Clarification of Documents

A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

## 6. Amendment of Documents

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

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

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

## **Preparation of Tenders**

### **7. Language of Tender**

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

### **8. Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

Documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

Tender security furnished in accordance with paragraph 14

### **9. Tender Form**

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

### **10. Tender Prices**

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

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

The price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable.

Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination.

Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

## **11. Tender Currencies**

11.1 Prices shall be quoted in the following currencies:

- (a) For goods that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For goods that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

## **12. Tenderers Eligibility and Qualifications.**

12.1 Pursuant to paragraph 1 of section III, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:

That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;

- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;

That, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **13. Goods' Eligibility and Conformity to Tender Document.**

13.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.

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

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

(a) A detailed description of the essential technical and performance characteristics of the goods;

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

13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **14. Tender Security**

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

14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7

The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of: Cash. A bank guarantee. Such insurance guarantee approved by the Authority.

or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as nonresponsive, pursuant to paragraph 22.

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

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 The tender security may be forfeited:



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

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

(i) To sign the contract in accordance with paragraph 30

**Or**

(ii) To furnish performance security in accordance with paragraph 31.

## **15. Validity of Tenders**

15.1 Tenders shall remain valid for **120 days** or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **16. Format and Signing of Tender**

16.1 The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. Written power-of-attorney accompanying the tender shall indicate the latter authorization. The person or persons signing the tender shall initial all pages of the tender, except for unamended printed literature.

16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

## **17. Sealing and Marking of Tenders**

17.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall:

a) Be addressed to the Procuring entity at the following address:

**THE MANAGING DIRECTOR  
KENYA BUREAU OF STANDARDS  
P.O.BOX 54974 – 00200  
POPO ROAD OFF MOMBASA ROAD BEHIND BELLEVUE CINEMA  
NAIROBI**

- b) Bear the tender no. **KEBS/T023/2018/2019: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BROADBAND INTERNET, WIDE AREA NETWORK AND EMAIL SERVICES** and the words: **“DO NOT OPEN BEFORE” 10.00 am on Tuesday 16<sup>th</sup> JULY 2019**

17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **18 Deadline for Submission of Tenders**

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 no later than **10.00 am on Tuesday 16<sup>th</sup> JULY 2019**.

18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **Submission of Tenders**

### **19. Opening of Tenders**

19.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 am on Tuesday 16<sup>th</sup> JULY 2019** and in the following location:

**KENYA BUREAU OF STANDARDS  
OFF MOMBASA ROAD  
POPO ROAD  
BEHIND BELLEVUE CINEMA  
CONFERENCE ROOM**

The tenderers' representatives who are present shall sign a register evidencing their attendance.

19.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

19.3 The Procuring entity will prepare minutes of the tender opening.

### **20. Clarification of Tenders**

20.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

20.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

### **21. Preliminary Examination**

21.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

21.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

21.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

21.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **22. Evaluation and Comparison of Tenders**

22.1 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.

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

- (a) In the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

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

22.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

- (a) Delivery schedule offered in the tender;

- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

- (c) The cost of components, mandatory spare parts, and service;

- (d) The availability in Kenya of spare parts and after-sales services for the equipment offered in the tender.

22.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

- (a) *Delivery schedule.*

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

*(b) Deviation in payment schedule.*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

## **23. Contacting the Procuring entity**

23.1 Subject to paragraph 20, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **Award of Contract**

### **24. Post-qualification**

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

24.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

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

### **25. Award Criteria**

25.1 Subject to paragraph 10, 23 and 28 the Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

## **26. Procuring entity's Right to Vary quantities**

26.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

## **27. Procuring entity's Right to Accept or Reject Any or All Tenders**

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

## **28. Notification of Award**

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

28.2 The notification of award will constitute the formation of the Contract.

28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

## **29. Signing of Contract**

29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

29.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **30. Performance Security**

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

30.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### **31. Corrupt Fraudulent Practices**

31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity: -

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

31.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

# **Section C - General Conditions of Contract**

## **1. Definitions**

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

(a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The tenderer" means the individual or firm supplying the Goods under this Contract.

## **2. Application**

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

## **3. Country of Origin**

3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.

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

### **3.3 Patent Right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

## **4. Standards**

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

## **5. Use of Contract Documents and Information**

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



5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

## **6. Patent Rights**

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

## **7. Performance Security**

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

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

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

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

## **8. Inspection and Tests**

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

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

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **9. Packing**

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

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

## **10. Delivery and Documents**

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

## **11. Insurance**

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

## **12. Payment**

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

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

## **13. Prices**

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

## **14. Assignment**

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

## **15. Subcontracts**

15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or

later, shall not relieve the tenderer from any liability or obligation under the Contract.

## **16. Termination for Default**

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

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

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

## **17. Liquidated Damages**

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

## **18. Resolution of Disputes**

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

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

## **19. Language and Law**

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

## **20. Force Majeure**

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

## Section D. Special Conditions of Contract

1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.
2. General conditions of the contract clause 7.1 performance security. The performance security shall be in the amount of 10% of the contract price and shall remain valid for **30 days** beyond the last date of installation and commissioning of the system.
3. Where the tender price is in foreign currency, the Exchange Rate will be as per Central Bank of Kenya exchange rate of Tender closing/opening date.

## Section E. Schedule of Requirements

### **PRICE SCHEDULE**

\*The price should be inclusive of all taxes.

Item Number	Item Description	Quantity	Basic Unit Price exclusive of all levies	Charges and other levies/taxes	Please specify unit price inclusive of all levies/taxes	Total price inclusive of all levies/taxes
1	Band Width Charges: Monthly charges for Uncompressed/ pure on clear channel) Wide Area Network and Internet Bandwidth. (Recurring Charges)					
ii	Any Other Recurring Charges (To be specified)					
2	E-mail and Network Security Charges					
i	One time Installation and Commissioning/ Configuration Charges					
ii	Any other charges.(To be specified) i.e. licenses etc.					
3	Any Hardware Charges					
i	Any required terminal equipment					
ii	Three-year manufacturer's extended support for each of the selected brand of equipment	LOT				
	<b>TOTAL COST inclusive of taxes (to be carried to the form of tender)</b>					
	<b>Delivery period ( in Weeks)</b>					

Signature and stamp of Bidder \_\_\_\_\_ Date \_\_\_\_\_

## **SECTION V - DESCRIPTION OF SERVICES SCHEDULE OF REQUIREMENTS**

### **TECHNICAL REQUIREMENTS FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF WIDE AREA NETWORK AND DEDICATED INTERNET CONNECTIVITY**

#### **1. INTRODUCTION**

The Kenya Bureau of Standards (KEBS) has remained the premier government agency for the provision of Standards, Metrology and Conformity Assessment (SMCA) services since its inception in 1974. Over that period its main activities have grown from the development of standards and quality control for a limited number of locally made products in the 1970s to the provision of more comprehensive Standards development, Metrology, Conformity Assessment, Training and Certification services. With the re-establishment of the East African Community (EAC) and Common Market for Eastern and Southern Africa (COMESA), KEBS activities now include participation in the development and implementation of SMCA activities at the regional level where it participates in the harmonization of standards, measurements and conformity assessment regimes for regional integration. KEBS operates the National Enquiry Point in support of the WTO Agreement on Technical Barriers to Trade (TBT).

The present information and communication infrastructure (MPLS WAN) on which Kenya Bureau of Standards (KEBS) depends for its operations are inadequate in terms of bandwidth to meet its requirement for effective management of all its key offices. KEBS has opened more offices and recruited additional staff and hence the need for additional bandwidth and backup links. More business processes have been automated using web based business application software.

There is, therefore, an urgent requirement for all regional offices, headquarters, and points of entry to be allocated more bandwidth and also provided with a backup link to the headquarters to facilitate on-line and real-time data management.

This integrated WAN will be in the form of a Virtual Private Network (VPN) and will include the interlinking the existing Local Area Networks (LANs) at designated offices. This VPN will also provide access to the Internet for the organization. The VPN will facilitate remote KEBS offices country wide to access via Citrix presentation server; provides both application streaming and a multiuser, thin client environment for servers.

#### **2. OBJECTIVE**

The overall objectives of this project are to ensure that data captured in various offices is transferred to KEBS head office on-line and in real time; and to provide management with accurate information.

The solution should provide a reliable, secure and integrated wide area network to interconnect KEBS branch offices to the Head office located in Nairobi off Mombasa road.

The Virtual Private Network must support the following applications and services:

- Windows and web – based business applications which include Sample Master LIMS & Labware (Laboratory Information Management System), AMLIB Library Information Management System, Import Inspection System, Sage 300 ERP, Entropy, ISO eServices, KENTRADE Single Window System
- Internet & Email

### **3. SCOPE**

KEBS requires the services of an Internet Services Provider to provide internet and email services to the KEBS Head office, configure and terminate a fiber optic connection, provide and commission a Managed Wide Area Network (WAN) accessible from all KEBS offices as well as provide Wi-Fi Access points and Wi-Fi management interfaces for the organization. The provider using the existing infrastructure is also required to facilitate integration of IP based voice communication.

The scope of work will include but not limited to the service provider performing the following activities:

1. Conduct a site survey to establish the organization's requirements.
2. Install and configure fiber optic, Microwave and provide and commission a Managed Wide Area Network (WAN) accessible from all KEBS offices and CFS locations and provide Wi-Fi management in the applicable offices.
3. Implement load balancing and bandwidth bonding for the links to ensure optimal bandwidth utilization without idle capacity.
4. Integrate IP based voice services on the WAN based on the existing infrastructure.
5. Provide comprehensive onsite user training to selected personnel within KEBS.
6. Develop and document a Maintenance Agreement (Service Level Agreement) for long term maintenance of the system and continuous user training.
7. Enter into agreement with the Primary and/or Secondary link provider as applicable to meet the requirements of a managed service without link overlap.
8. Implement the network with redundancy for the backbone and last mile links and be responsible for managing the Primary and secondary links under a single SLA.
9. Ensure 99.9% network availability and stability with appropriate default penalties.

#### **3.1 The Scope of the project shall be as follows:**

The Bidder should include design details and a detailed road map on how to scale to the next phase of interconnecting the other branch offices. The stations and offices to be connected are listed below:

1. KEBS- HQ; - Behind Bellevue Cinema, along Popo road – South C
2. JKIA at Swissport
3. ICD at KPA Depot Nairobi
4. Mombasa Port- at Kilindini
5. Mombasa Town- at MSA Complex Building
6. Kisumu Office
7. Nakuru: AFC Building
8. Nyeri at AFC Building
9. Eldoret Office
10. Garrisa at Maendeleo Building
11. Namanga One Stop Border Post
12. Isebania
13. Busia
14. Malaba
15. Liboi
16. Wajir
17. Mandera
18. Moyale
19. Taita Taveta
20. Lunga Lunga
21. Kisii at Kisii Industrial Area, Off Daraja mbili
22. Meru at Mwalimu Plaza, Gakoromone Rd
23. Loitoktok
24. Mbita
25. Isiolo
26. Pier at Kisumu Port
27. (23) CFS Stations

#### **JKIA WAREHOUSE DETAILS**

<b>S. No.</b>	<b>JKIA WAREHOUSES</b>
1.	<b>AFRICAN CARGO HANDLING (JKIA)</b>
2.	<b>CARGO SERVICE CENTER (JKIA)</b>
3.	<b>TRANS GLOBAL CARGO CENTER (JKIA)</b>
4.	<b>SIGINON (JKIA)</b>
5.	<b>KENYA AFRICAN HANDLING (JKIA)</b>
6.	<b>DOCUMENT HANDLING (JKIA)</b>
7.	<b>TRANSGLOBAL AFRICAN FREIGHT SERVICES (JKIA)</b>

#### **KILINDINI CFS STATIONS DETAILS**

<b>S. No.</b>	<b>STATION</b>
1.	<b>AFRICA LINE CFS</b>



2.	<b>APM/GREAT LAKES</b>
3.	<b>AWANAD</b>
4.	<b>AUTOPORT</b>
5.	<b>BOSS FREIGHT</b>
6.	<b>CONSOL BASE 1</b>
7.	<b>CONTAINER TERMINAL/TOYO</b>
8.	<b>COMPACT FREIGHT SYSTEMS</b>
9.	<b>FOCUS</b>
10.	<b>INTERPEL</b>
11.	<b>KENCONT</b>
12.	<b>MAKUPA TRANSIT SHED</b>
13.	<b>MITCHEL COTTS 1 SHIMANZI</b>
14.	<b>MITCHEL COTTS 2 KIBARANI</b>
15.	<b>MOI INTERNATIONAL AIRPORT</b>
16.	<b>MOMBASA CONTAINER TERMINAL</b>
17.	<b>MOMBASA ISLAND CONTAINER TERMINAL</b>
18.	<b>MULTIPLE CONTAINER DEPORT</b>
19.	<b>PORT SIDE</b>
20.	<b>REGIONAL LOGISTICS</b>
21.	<b>SIGNON FREIGHT</b>
22.	<b>G - SECTION</b>
23.	<b>SHIMONI</b>

## **4. TECHNICAL SPECIFICATIONS**

### **GENERAL**

- 4.1 These specifications describe the requirements for each of the item as per required specifications. Bidders are requested to submit with their offers the detailed specifications, brochures, catalogues, etc. for the products they intend to supply for this tender.
- 4.2 Bidders must indicate on the specifications/requirements sheets whether they comply with each specified requirement for various sites and equipment. All the requirements for connectivity and capacities of the equipment to be supplied shall not be less than those required in these specifications.
- 4.3 Backup

The bidder must propose a secondary backup link which should be from a different service provider to serve as backup at HQ and the thirteen branches itemized as item 1 to 14 on the table above. A clearly stated teaming agreement with a different service provider must be provided for the backup links. The backup link must not be on the same medium to avoid instances of total outage on both links. Clearly demonstrate how automatic failover and load balancing will be achieved and the equipment to be used for this purpose.
- 4.4 A web based network monitoring tool MUST be provided with a user friendly GUI with capabilities of bandwidth allocation, network monitoring to the node, remote LAN access (VPN) sessions, content filtering and management of the wireless environment. Should have the ability to report any faults giving exact location and identification of the faulty equipment as well as sending notification to the network admin. A smart visual display unit of not less than 46" must be supplied with this solution and be mounted in the monitoring room to display real-time utilization of the bandwidth across all branches with drill down capabilities.
- 4.5 On security, the connectivity must guard against malicious spam or attacks (e.g. denial of service attacks, computer viruses, spams and Junk mails) to be perpetrated from any network external to KEBS headquarters.
- 4.6 Network should be able to support Voice Service integration (both Fixed and GSM Voice) with installation of at least 4 extensions per branch for inter-branch communication. The extensions will be provided by KEBS.
- 4.7 There should be service guarantees in terms of availability and reliability through well designed and protected circuits on the core network.
- 4.8 Service Provider's Primary and Backup links should be backhauled on different networks that are all independently interconnected. This being a managed service, the bidder must demonstrate how they will achieve this independence at the core and access levels for each location, thereby ensuring that KEBS will

- be guaranteed of service even in case of a single circuit failing.
- 4.9 The service provider MUST provide connectivity to different international internet gateways that should offer KEBS high levels of redundancy to the internet with auto fail over mechanisms.
  - 4.10 Specified traffic will be secure (i.e., encrypted by the network using internationally approved encryption techniques and standards), and will be suitable for carrying classified information.
  - 4.11 All the continuously available services shall be scheduled to be available 365 days a year and 24 hours a day, apart from maintenance times which may be scheduled or emergency in nature.
  - 4.12 A separate draft of Service Level Agreement (SLA) should be provided to ensure 99.9% availability guarantee of the services.
  - 4.13 Dedicated Public IP addresses for the field offices to enable remote administration of servers and the entire network from the KEBS HQ or suitable Network Address Translation to enable access of shared resources.
  - 4.14 Supply and mounting of (58) 12 U wall mounted cabinets, with a power distribution unit for housing the installed routers at a room to be identified and agreed upon by KEBS and the bidder.
  - 4.15 Supply and install (58) 600VA UPS to support active devices installed in the network cabinet.
  - 4.16 ALL Site Survey/visit will be conducted from **3<sup>rd</sup> JULY 2019 to 12<sup>TH</sup> JULY** and all Site Visit forms must be Stamped and Signed by Authorized KEBS officers.

**NB; THOSE WHO HAD VISITED THE SITES SHOULD NOT REVISIT. HOWEVER, COPIES OF PREVIOUS SITE VISITED MUST BE SUBMITTED IN THE BID. BIDDERS ARE ALLOWED TO VISIT ANY ADDITIONAL SITES.**

**Contacts for Regional and Inspection offices is available on our website using the below link.**

[https://www.kebs.org/index.php?option=com\\_content&view=article&id=186&Itemid=162%23head-office#regional-offices](https://www.kebs.org/index.php?option=com_content&view=article&id=186&Itemid=162%23head-office#regional-offices)

**Site visit schedule is as below**

Region	Duration Days	Dates
Coast	4	8-11 <sup>th</sup> JULY 2019
HQ- JKIA and ICDN	3	3-5 <sup>th</sup> JULY 2019
South Rift and North Rift	3	8 <sup>th</sup> -10 <sup>th</sup> JULY 2019
North Eastern	3	8-10 <sup>th</sup> JULY 2019
Lake Region	3	10 -12 <sup>th</sup> JULY 2019
Mt Kenya Region	3	10 -12 <sup>th</sup> JULY 2019

The bidder should have at least two back haul circuits from Nairobi to their respective POP in Mombasa. This back hauls are to provide automated redundancy should the primary circuit fail and they should be from two different terrestrial media to avoid total outages. This is critical evaluation criteria based on the sensitivity of our Mombasa offices.

#### 4.1. Bandwidth Requirements per Location

Below are bandwidth requirements in Mbps required for the branch offices and Head office

ID	Name	BANDWIDTH	Media Type	Bidders Comments/Remarks
1	KEBS HQ PRIMARY MPLS LINK	100MB	Fiber	
	KEBS HQ BACK UP MPLS LINK	100MB	Fiber	
2	KEBS HQ INTERNET PRIMARY	100MB	Fiber	
	KEBS HQ INTERNET BACKUP	100MB	Fiber	
3	STORAGE BACKUP LINK TO MSA COMPLEX BUILDING	20MB	Fiber	
4	JKIA SWISS PORT	20MB	Fiber	
	JKIA SWISS PORT BACKUP	10MB	Fiber/Microwave	
5	ICD KPA DEPOT NBI	30MB	Fiber	
	ICD KPA DEPOT NBI BACKUP	15MB	Fiber/Microwave	
6	MOMBASA PORT KILINDINI	30MB	Fiber	
	MOMBASA PORT BACKUP	15MB	Fiber/Microwave	
7	MSA TOWN COMPLEX	30MB	Fiber	
	MSA TOWN COMPLEX BACKUP	15MB	Fiber/Microwave	
8	KISUMU OFFICE	30MB	Fiber	
	KISUMU OFFICE BACK UP	15MB	Fiber/Microwave	
9	NAKURU OFFICE AFC BUILDING	20MB	Fiber	
	NAKURU AFC BACK UP	10MB	Fiber/Microwave	
10	NYERI OFFICE AFC BUILDING	10MB	Fiber	
	NYERI AFC BACK UP	5MB	Fiber/Microwave	
11	ELDORET OFFICE	20MB	Fiber	
	ELDORET BACK UP	10MB	Fiber/Microwave	
12	ELDORET AIRPORT	2MB	Fiber/Microwave	
13	GARISSA MAENDELEO BUILDING	10MB	Fiber	
	GARISSA MAENDELEO BACK UP.	5MB	Fiber/Microwave	

14	<b>NAMANGA ONE STOP BORDER POST</b>	4MB	Fiber	
	<b>NAMANGA ONE STOP BORDER POST BACKUP</b>	4MB	Fiber/Microwave	
15	<b>ISEBANIA</b>	2MB	Fiber/Microwave	
16	<b>BUSIA</b>	2MB	Fiber/Microwave	
17	<b>MALABA</b>	2MB	Fiber/Microwave	
18	<b>WAJIR</b>	2MB	Fiber/Microwave	
19	<b>MANDERA</b>	2MB	Fiber/Microwave	
20	<b>MOYALE</b>	2MB	Fiber/Microwave	
21	<b>TAITA TAVETA</b>	2MB	Fiber/Microwave	
22	<b>LUNGA LUNGA</b>	2MB	Fiber/Microwave	
23	<b>PIER at Kisumu Port</b>	2MB	Fiber/Microwave	
24	<b>ISIOLO</b>	2MB	Fiber/Microwave	
25	<b>KISII INDUSTRIAL AREA</b> Off Daraja mbili	2MB	Fiber/Microwave	
26	<b>MERU MWALIMU PLAZA</b> Gakoromone Rd	2MB	Fiber/Microwave	
27	<b>AFRICA LINE CFS Station</b>	2MB	Fiber/Microwave	
28	<b>APM/GREAT LAKES CFS Station</b>	2MB	Fiber/Microwave	
29	<b>AWANAD CFS Station</b>	2MB	Fiber/Microwave	
30	<b>AUTOPORT CFS Station</b>	2MB	Fiber/Microwave	
31	<b>BOSS FREIGHT CFS Station</b>	2MB	Fiber/Microwave	
32	<b>CONSOL BASE 1 CFS Station</b>	2MB	Fiber/Microwave	
33	<b>CONTAINER TERMINAL/TOYO CFS STATION</b>	7MB	Fiber	
34	<b>COMPACT FREIGHT SYSTEMS CFS Station</b>	2MB	Fiber/Microwave	
35	<b>FOCUS CFS Station</b>	2MB	Fiber/Microwave	
36	<b>INTERPEL CFS Station</b>	2MB	Fiber/Microwave	
37	<b>SHIMONI CFS Station</b>	2MB	Fiber/Microwave	
38	<b>KENCONT CFS Station</b>	2MB	Fiber/Microwave	
39	<b>MAKUPA TRANSIT SHED CFS Station</b>	2MB	Fiber/Microwave	
40	<b>MITCHEL COTTS 1 SHIMANZI CFS Station</b>	2MB	Fiber/Microwave	
41	<b>MITCHEL COTTS 2 KIBARANI CFS Station</b>	2MB	Fiber/Microwave	
42	<b>MOI INTERNATIONAL AIRPORT CFS Station</b>	2MB	Fiber/Microwave	
43	<b>MOMBASA CONTAINER TERMINAL CFS Station</b>	2MB	Fiber/Microwave	

44	<b>MOMBASA ISLAND CONTAINER TERMINAL CFS Station</b>	2MB	Fiber/Microwave	
45	<b>MULTIPLE CONTAINER DEPORT CFS Station</b>	2MB	Fiber/Microwave	
46	<b>G-SECTION CFS STATION</b>	5MB	Fiber/Microwave	
47	<b>PORT SIDE CFS Station</b>	2MB	Fiber/Microwave	
48	<b>REGIONAL LOGISTICS CFS Station</b>	2MB	Fiber/Microwave	
49	<b>SIGNON FREIGHT CFS Station</b>	2MB	Fiber/Microwave	
50	<b>AFRICAN CARGO HANDLING (JKIA)</b>	2MB	Fiber/Microwave	
51	<b>CARGO SERVICE CENTER (JKIA)</b>	2MB	Fiber/Microwave	
52	<b>TRANS GLOBAL CARGO CENTER (JKIA)</b>	2MB	Fiber/Microwave	
53	<b>SIGINON (JKIA)</b>	2MB	Fiber/Microwave	
54	<b>KENYA AFRICAN HANDLING (JKIA)</b>	2MB	Fiber/Microwave	
55	<b>DOCUMENT HANDLING (JKIA)</b>	2MB	Fiber/Microwave	
56	<b>TRANSGLOBAL AFRICAN FREIGHT SERVICES (JKIA)</b>	2MB	Fiber/Microwave	
57	<b>MBITA OFFICE</b>	2MB	Fiber/Microwave	
58	<b>LOITOKTOK</b>	3MB	Fiber/Microwave	

Critical aspects and quality parameters like: Latency, Throughput and availability level should be clearly indicated. The link should also provide for future upgrades.

Project Plan:

A detailed project plan should be included together with the bid, Gantt chart to be included.

### **Equipment schedules:**

The following are the minimum specification of equipment requirement. Bidder's solution 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. KEBS reserves the right to reject the products, if such deviations are found non critical to the success of the project objectives. Bidders are encouraged to propose enhancements to these specifications.

### **Head office Router**

- Integrated services router
- Security support
- Modular platform
- Support for QOS

- Rack mountable
- Intelligent routing and able to pass VOIP traffic

### **Remote Branches**

- Router
- Integrated services router
- Security support
- Modular platform
- Support for QOS
- Rack mountable
- Intelligent routing and able to pass VOIP traffic

Bidders should include data sheets and details description of supported functions of their proposed routers. The customer premises equipment will depend on the bidders proposed links and no specifications are provided in this document.

Bidders should take note that if the proposed solution does not warrant change of routing equipment, then they should re-use the existing equipment on the various sites. However, all routing equipment must be capable of load balancing which should be clearly demonstrated.

## **4.2 Support and Maintenance**

### **Preventive Maintenance**

The successful bidder will be responsible for: -

1. Repair and replacement of faulty network communication components for all the active WAN devices.
2. Provision of continuous second and third level technical support that will minimize unplanned downtime in order to avoid disruption of service delivery for the KEBS LAN and WAN infrastructure and components for a period of three years.
3. Provision of quarterly preventive maintenance.
4. Conducting network vulnerability testing using qualified staff/experts once a year.
5. Coordinating with KEBS for network related changes/updates, etc.
6. Reporting hardware/software related problems to KEBS.

### **4.3 COMPLIANCE TO TECHNICAL SPECIFICATIONS EVALUATION CRITERIA**

Response to compliance to all Technical Specifications is **MANDATORY**.

Bidders **MUST** respond to **ALL** the technical requirements on a clause by clause basis stating clearly how their solution meets the requirements. Responses to compliance to technical specifications in any other way other than clause by clause will be treated as NON-RESPONSIVE.

#### **The Technical requirements are as follows:**

These are mandatory technical requirements and bidders **MUST** respond to each of them clause by clause (**No's 1 – 16**) in writing clearly indicating how they will achieve/meet each requirement. Responses to compliance to technical specifications in any other way other than clause by clause will be treated as **NON-RESPONSIVE**.

	<b>MINIMUM SPECIFICATIONS FOR LINKS 1 TO 10</b>	<b>Bidders Response</b>
1	Each link must be dedicated with multiple last mile options for flexibility	
2	Each link must be independent of each other with separate backhauls and aggregation points	
3	The back-bone for the secondary links should not use the same backbone of the main link.	
4	The provider must demonstrate the ability to offer 24/7/365 Online & Onsite Support for each site	
5	Wide Area Network must be fully redundant to cover all sites.	
6	The provider must be able to provide IP Addresses for each link – bidder must provide proof of ownership. The provider should capture the AS details indicating the public IP ownership and peering details.	
7	Provision of automatic failover/load balancing between the main link and the Back-up links with real time monitoring.	
8	Network provider must be able to integrate security features – bidder must provide details.	



9	Any other details as may be required for continuity and best performance of these Links.	
10	The service provider needs to provide daily, weekly and monthly link availability and utilization reports with a portal for access of the graphs. Refer to requirements for network monitor.	

11	<p>The network should be able to support MPLS or SD-WAN – Bidder must provide supporting evidence to include; Traffic Engineering: Set path that the traffic will have to take through the network.</p> <ul style="list-style-type: none"> <li>• More specifically, each class of traffic, data, voice and video will be set for individual performance characteristics.</li> <li>• Quality of Service: Support for network convergence to allow introduction of new services like voice and video.</li> <li>• Network Redundancy: Rerouting traffic through the next optimum path with a failover time of 50 ms or less.</li> <li>• Protocol Independent forwarding</li> </ul>	
12	The provider must provide Service Level Agreement (SLA) with proof of performance.	
13	Due to the dynamic nature of KEBS operations, the bidder should accept this to be a flexible contract where links especially to the CFS can be added, relocated or removed within the contract period and the billing adjusted accordingly without contract amendments. Bidders should provide costs of relocation, removal or new installation in the pricing.	
14	Each link must have 99.9% uptime with proof of measurement tools.	
15	<p>Where radio technology shall be applied, below are the minimum requirements.</p> <p><b>Radio technology for p2p connections</b> - The radios should use the popular mid-band frequencies. The high-band model should be able to operate in the 3.6 - 6.2 GHz bands, and have robust filtering to enable co-location with devices operating in the lower bands while allowing operation at a higher output power.</p> <p>The Radio should comply with FCC/IC &amp; Universal regulations with a factory default of 2.4, 3.6 or 6.2 GHz and delivers up to 100 Mbps throughput</p>	
16	For the rest of the links from 14 to 58, Bidders must provide detailed proposals on the set up that they intend to deploy. Bidders must indicate the medium to be used (fiber or microwave radio) as well as provide wireless connectors for equipment that do not have Wi-Fi connectivity.	

#### 4.4 WIFI NETWORK SPECIFICATIONS EVALUATION CRITERIA.

The Wi-Fi network shall be based on the following technical specifications. Bidders are expected to respond on a clause by clause basis **stating clearly** how their solution meets the requirements. These are mandatory technical requirements and bidders **MUST** respond to each of them clause by clause (**All items**) in writing clearly indicating how their solution meets the requirements. Responses to compliance to Wi-Fi network technical specifications in any other way other than clause by clause will be treated as **NON-RESPONSIVE**.

Item	Requirements	Bidders Response
Coverage	Deploy a Wi-Fi Network that provides sufficient coverage of the Head Office and Regional offices. The bidders' proposal should be guided by the site visit findings. Sufficient coverage is described as being able to provide at least downlink signal strength of 75dB and 38dB uplink. Concurrent Clients 200+	
Authentication	The Wi-Fi network should have a secured captive portal for authentication.	
IP and Vlan Configuration	<ul style="list-style-type: none"> <li>• Controller should have integrated DHCP Server and</li> <li>• Multiple DHCP server/pool can be added for different VLANs (up to 64)</li> <li>• Should support One Management VLAN (with configurable VLAN ID)</li> <li>• Should support 64 VLANS / Multiple SSIDs</li> <li>• The Wireless Controller must have IP connectivity with the access points through the management VLAN. If the Controller and the APs are on different management. VLANs, external VLAN routing must allow IP connectivity between the Controller and the APs.</li> </ul>	
Management	<ul style="list-style-type: none"> <li>• Fully managed network service. Operator responsible for maintaining uptime of greater than 99% Support line for the service</li> <li>• Remote configuration and management through Web browser, SNMP or telnet with Command Line Interface (CLI)</li> <li>• SNMP management supports SNMP MIB I, MIB II,</li> <li>• 802.11 MIB and proprietary configuration MIB</li> <li>• POE 48V</li> </ul>	
Technology	802.11g/n network with 2.4ghz access Antennas 2.4 Ghz 5 Ghz	
Staff Wi-Fi	Staff Wi-Fi service set identifier should authenticate from the KEBS Active Directory.	

Guest Wi-Fi	Guest Wi-Fi should be independent (on a DMZ) of KEBS's Network. On request for internet services through guest Wi-Fi, the application should be able to direct the guest user to a forced landing page that requires the guest to provide his/her full details, which include Full Name, E-mail address and mobile phone number to which a temporary authentication credentials will be sent via SMS or via production of a voucher by the Regional office administrator, which should be valid for one day, unless extended by the network administrator. These credentials will be used by the guest to log into network for a pre-configured amount of time. (The provider must give details of hardware, software and technical diagram for the solution and reference sites)	
Wireless Security	WEP,WPA-PSK, WPA Enterprise(WPA/WPA2, TKIP/AES)	

#### 4.4.1 WiFi Access Points per Location

Below are WiFi Access Points for the branch offices and Head office

ID	Name	AP's	Bidders Comments/Remarks
1	<b>KEBS Head-Quarter</b>	10	
2	<b>MSA COMPLEX BUILDING</b>	4	
3	<b>JKIA SWISS PORT OFFICE</b>	2	
4	<b>ICD KPA DEPOT NBI</b>	2	
5	<b>MOMBASA PORT KILINDINI</b>	2	
6	<b>KISUMU OFFICE</b>	2	
7	<b>NAKURU OFFICE AFC BUILDING</b>	2	
8	<b>NYERI OFFICE AFC BUILDING</b>	2	
9	<b>ELDORET OFFICE</b>	2	
10	<b>GARISSA MAENDELEO BUILDING</b>	1	
11	<b>NAMANGA ONE STOP BORDER POST</b>	1	
12	<b>ISEBANIA</b>	1	
13	<b>BUSIA</b>	1	
14	<b>MALABA</b>	1	
15	<b>KISII INDUSTRIAL AREA</b> Off Daraja mbili	1	
16	<b>MERU MWALIMU PLAZA</b> Gakoromone Rd	1	

#### 4.5 NETWORK AND E-MAIL SECURITY SPECIFICATIONS EVALUATION CRITERIA.

The network and E-mail security shall be based on the following technical specifications. Bidders are expected to respond on a clause by clause basis **stating clearly** how their solution meets the requirements. These are mandatory technical requirements and bidders **MUST** respond to each of them clause by clause (**All items**) in writing clearly indicating how their solution meets the requirements. Responses to compliance to technical specifications in any other way other than clause by clause will be treated as **NON-RESPONSIVE**.

Item	Requirements	Bidders Response
Network and Email security	<ul style="list-style-type: none"><li>• The service should have the Ability to inspect all incoming and outgoing emails to and from the KEBS email server (Real-time protection against malware, Worms, DDoS etc.) and block any such emails.</li><li>• Protect against newly observed domain names used as part of an attack.</li><li>• Protect against display name spoofing and reply-to address mismatches.</li><li>• Have a complete administrative control and re reply-to address.</li><li>• Give KEBS a complete administrative control of handling emails - i.e. quarantine, discard or mark emails.</li></ul>	
	<ul style="list-style-type: none"><li>• <b>Application Awareness:</b> The service must be able to identify, allow, block or limit applications regardless of port, protocol etc. This should provide visibility into unknown &amp; proprietary application within the organization network.</li><li>• <b>Identity Awareness:</b> The solution should Identity awareness for granular control of applications by specific users, group of users and machines that the users are using.</li><li>• <b>Centralized Management, Administration, Logging and Reporting:</b> Separate management solution should be available for management, logging and reporting. This helps organizations in log analysis and policy management. Central management should also give you the ability to automate routine tasks, reuse elements and employ shortcuts and drill-downs to produce maximum efficiency with minimal effort.</li><li>• <b>Deep Packet Inspection:</b> The capability should ensure the various pieces of each packet are thoroughly examined to identify malformed packets, errors, known attacks and</li></ul>	

	<p>any other anomalies. DPI can rapidly identify and then block Trojans, viruses, spam, intrusion attempts and any other violations of normal protocol communications.</p> <ul style="list-style-type: none"> <li>• <b>Integrated IPS:</b> The IPS functionality should be present on the solution</li> <li>• <b>Scan for viruses and malware in allowed applications</b></li> <li>• <b>Remote Access VPN</b></li> <li>• The service should provide users with secure, seamless access to corporate networks and resources when traveling or working remotely. Privacy and integrity of sensitive information is ensured through multi-factor authentication, endpoint system compliance scanning and encryption of all transmitted data.</li> </ul>	
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## 5.0 MANDATORY EVALUATION CRITERIA

(Required to proceed to the Technical Evaluation Stage):

No	Requirements	Indicate page submitted in the tender document
MR 1	Submit 1 (one) Original and 1 (one) copy of the tender document	
MR 2	Bidding documents must be paginated. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3. . n ) where n is the last page	
MR 3	Submit a copy of company's Certificate of Registration Incorporation/Business name	
MR 4	Provide copy of the company's current KRA Tax Compliance Certificate	
MR 5	Submit Valid CR 12 Form	
MR 6	Submit valid County Government Business Permit	
MR 7	Original Bid Bond of 2% of the Total tender sum and valid for 120 days from date of tender opening	
MR 8	Duly completed Business Questionnaire	
MR 9	Duly completed Tender form signed and Stamped	

MR 10	Duly completed Anti-Corruption Declaration signed and stamped	
MR 11	Provide proof of authorization & Support by the equipment manufacturers to sell/service the product	
MR 12	Provide Internet Service Provider License by the Communications Authority of Kenya	
MR 13	Confirm visit to the regional offices to verify site details and attach Site Visit forms – Stamped and Signed by Authorized Client officers.	
MR 14	Provide copies of audited accounts for the company for the last three years 2016 & 2017 & 2018	
MR 15	Submit with tender a certificate of registration with the ICT Authority.	
MR 16	Provide a warranty and free maintenance for a period of 12 months for any new equipment bought for the installation	
MR 17	<p>Tenders submitted by a joint venture of two or more firms as partners or using a designated sub-contractor shall provide <b>a copy of agreement/contract</b> and comply with the following requirements: -</p> <p>(a) The main bidder shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the joint venture or sub-contractor.</p> <p>(b) All partners of the joint venture and sub-contractors shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Tender and in the Contract Agreement (in case of a successful tender)</p> <p>(c) The Parties shall clearly commit in writing their respective responsibilities, split of the services and billing thereof and state the respective service and payment parameters applicable bearing in mind the need for service independence.</p>	

## **5.1 BIDDER CAPACITY EVALUATION CRITERIA**

Bidder's capability/Capacity for the Wide Area Network and Internet Service Provision as follows: This category of technical evaluation will be awarded marks out of the possible 100marks for technical evaluation.

**Bidders must score a minimum of 80% to proceed to the Financial Evaluation**

No	Criteria Description	Weight	
1.	<b>EXPERIENCE OF THE FIRM</b>		
1.1	Provide at least four (4) Contracts/LSO of provision of Internet Services of similar requirements and capacities in a multi-branch set up. 2 has to be from government institutions <b>(4 marks each)</b> <b>To be verified</b>	16	
1.2	Submit Completion certificates from the above four firms <b>(2 Marks each Completion Certificate) To be verified</b>	8	
2	<b>KEY STAFF QUALIFICATIONS</b>		
2.1	<b>Project Manager (One Engineer)</b> <b>Qualifications</b> – Bachelor's Degree in related field- provide Certificate <b>(2 Marks)</b> , ePMP, Prince2 or Equivalent Certifications-Provide Certificates <b>(3 marks)</b> , Six years' and above experience in the ISP industry after qualifications in PMP, Cisco Certifications CCNP/CCIP/CCVP/CCIE <b>(3Marks)</b>	8	
2.2	<b>Team Member:</b> <b>Network Engineer (4 Personnel) Qualifications</b> Bachelor's Degree in related field - provide Certificate <b>(1 Mark Per Engineer Maximum 4marks)</b> Network or fiber installer certificate CCNA/CCNP/CCIP/CCVP <b>(1 Mark Per Engineer Maximum 4marks)</b> Five years and Above experience in the ISP industry – <b>(1 Mark Per Engineer Maximum 4marks)</b>	12	
2.3	<b>Team Member:</b> <b>Network Security Engineer (4 Personnel) Qualifications</b> Bachelor's Degree in related field- provide Certificate <b>(1 Mark Per Engineer maximum 4 marks)</b> <b>CCNA Security/CCNP Security</b> <b>(1 Mark Per Engineer Maximum 4marks)</b> Five years' and above experience in the ISP industry	12	



	<b>(1 Mark Per Engineer Maximum 4marks)</b>		
2.4	<b>Service Level Agreement</b> Attach Proposed Service Level Agreement. Must demonstrate provision of connectivity to 99.9% availability <b>(10 Marks)</b> , 99.7% Availability <b>(5 Marks)</b>	10	

2.5	Support intra corporate voice using existing PABX's infrastructure with fall back capability to PSTN.	4	
2.6	Have at least 2 backhaul circuits from Nairobi to the top ten branches and must show ability to provide dedicated bandwidth at all times centrally managed at HQ proxy server	5	
2.7	Market Experience not less than 6 years as Internet Service Provider	10	
<b>3</b>	<b>Methodology</b>		
3.1	Comprehensive description of the 1. <b>WAN architecture</b> , <b>2. Components</b> , 3. <b>Network monitor</b> 4. <b>Voice integration</b> 5. <b>E-mail Security</b> with 6. <b>WiFi Implementation</b> . The proposal MUST also include how the WAN architecture will interlink with the existing LANs at various sites. Bidder must demonstrate how redundancy and backup is achieved via a modern hosting environment	12	
<b>4</b>	<b>Implementation</b>		
4.1	Detailed Project Plan with realistic timelines, work breakdown and resource breakdown schedules.	3	
	<b>TOTAL Marks</b>	<b>100%</b>	
	<b>PASS MARK</b>	<b>80%</b>	

## Section G. Tender Form and Price Schedules

### (i) Form of Tender

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

Tender N<sup>o</sup>: \_\_\_\_\_

To: .....

.....

*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[Insert numbers]*,

The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver. .... *[Description of services]*

In conformity with the said tender documents for the sum of. .... *[Total tender amount in words and figures]*

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by ..... (Procuring entity).

4. We agree to abide by this Tender for a period of. .... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 \_\_\_\_\_.

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[In the capacity of]*

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

**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.

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

**Part 1 General**

Business Name .....  
 Location of Business Premises .....  
 Plot No,..... Street/Road .....  
 Postal address ..... Tel No. .... Fax Email .....  
 Nature of Business .....  
 Registration Certificate No.....  
 Maximum value of business which you can handle at any one time – Kshs.....  
 Name of your bankers .....

	<b>Part 2 (a) – Sole Proprietor</b> Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																				
	<b>Part 2 (b) – Partnership</b> Given details of partners as follows <table border="1"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship details</th><th>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. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<b>Part 2 (c) – Registered Company</b> Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="1"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship details</th><th>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. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
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3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	Date.....Signature of Candidate.....																				

## Section H. Tender Security Form

Whereas..... *[Name of the tenderer]*  
(Hereinafter called "the tenderer") has submitted its tender dated .....*[Date of submission of tender]* for the supply of.....  
*[Name and/or description of the goods]*  
(Hereinafter called "the Tender").....  
KNOW ALL PEOPLE by these presents that WE.....  
Of..... Having our registered office at  
..... (Hereinafter called "the Bank"), are bound  
unto..... *[Name of procuring entity]* (Hereinafter called "the Procuring entity") in the sum of .....  
For which payment well and truly to be made to the said Procuring entity, the Bank binds  
itself, its successors, and assigns by these presents. Sealed with the Common Seal of the  
said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

*[Signature of the bank]*

## Section I. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
between.....[*name of Procurement entity*] of..... [*Country of Procurement entity*] (Hereinafter called "the Procuring entity") of the one part and.....  
[*Name of tenderer*] of..... [*City and country of tenderer*] (Hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for certain goods,  
viz.,..... [*Brief description of goods*] and has accepted a tender by the tenderer for the supply of those goods in the sum  
of..... [*Contract price in words and figures*]  
(Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

In the presence of \_\_\_\_\_



## Section J. Performance Security Form

To:..... *[Name of procuring entity]*

WHEREAS..... *[Name of tenderer]*

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. .... *[reference number of the contract]* dated ..... 20..... to supply..... *[Description of goods]* (Hereinafter called "the Contract").

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

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

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

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

Signature and seal of the Guarantors

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

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

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