

KENYA UTALII COLLEGE

TENDER DOCUMENT

FOR

**PROVISION OF BROADBAND INTERNET AND
OFFSITE DATA BACKUP SERVICES**

TENDER NO.KUC/02/2021/2022

November, 2020

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INTRODUCTION

- 1.1 This standard tender document for procurement of Internet, WWAN & Data backup and Recovery Services has been prepared for use by public entities in Kenya as per the Public Procurement and Disposal Act 2015.
- 1.2 The following general directions should be observed when using the document;
 - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
 - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
 - (b) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.

SECTION I: TENDER NOTICE

Kenya Utalii College invites interested and competent eligible bidders to tender for provision of the following services for the financial year **2020-2022**

S/NO	TENDER NO	DESCRIPTION OF GOODS/SERVICES	SPECIAL CONDITION OF CONTRACT	REMARKS
1	KUC/02/2020-2022	Provision of Broadband Internet and Offsite Data Backup services	Bidders Prequalified with Ministry of Information Communication and Technology (MOICT)	RESTRICTED TENDER

Details of these tenders can be accessed through link **supplier.treasury.go.ke** or **KUC Website** www.utalii.ac.ke

Completed Tender documents in plain sealed envelopes clearly indicating the tender number and name as indicated in the list should be addressed to:-

**The Principal & CEO
Kenya Utalii College
P O Box 31052 – 00600 Ngara
NAIROBI**

And should be placed in the Tender Box at the College Reception, not later than **10:00 a.m.** on the closing date of **Monday 23rd November, 2020**. The tenders will be opened in **Madaraka Hall** at **10.15 a.m.**, in the presence of tenderers/representatives who may wish to attend.

Site Visit is schedule for **Wednesday, 18th November, 2020** at exactly **11.00 am** at **Madaraka Hall**, Kenya Utalii College unders strict observance of Government directives on COVID-19 preventive Measures.

Canvassing will lead to automatic disqualification. Report corruption issues to: reportcorruption@utalii.ac.ke

**PRINCIPAL & CEO
KENYA UTALII COLLEGE**



**ISO 9001:2015
Certified**



**Authorised
Training Center**



CHECKLIST FOR BASIC REQUIREMENTS

A. PRELIMINARY EVALUATION

NO.	ITEM DESCRIPTION	REMARKS
1.	Bid Bond (Original)	2% of the tender price
2.	Serialize your tender documents	

NOTE

1. Insert bid bond between 1st and 3rd page of the Tender Document.

B. ATTACHMENTS REQUIRED

1. Certificate of Registration/Incorporation
2. Valid Tax compliance certificate from KRA
3. Personal Identification Number (PIN) certificate
4. Current Business Permit/Trade License
5. CR-12 FORM
6. Profile CVs
7. Evidence of business related to tender
8. Copies of LPOs/Contracts/invoices

SECTION II: INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 not later than seven (7) days prior to the deadline for the submission of the 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 candidates who have received the tender documents.

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

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

2.5 Amendment of Tender Documents

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of Tenders

2.6.1 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. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
 - b) A bank Guarantee
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for **120 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 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. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The Tenderer shall seal the original in an envelope, duly marking the envelope as "ORIGINAL". The envelope shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) **be addressed to the Procuring entity at the following address:
The Principal & CEO, Kenya Utalii College, P.O. Box 31052 – 00600, Nairobi** to the bear tender number and name in the invitation to tender and the words, **"DO NOT OPEN BEFORE 10.15 AM ON Monday 23rd November, 2020.**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the procuring entity at the address specified under paragraph 2.15.2
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 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.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders & Tender Evaluation

- 2.18.1 The procuring entity will open all tenders in the presence of tenderers representatives who choose to attend and in the following location: Madaraka Hall, Kenya Utalii College
The tenderers representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening.

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 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.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

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

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 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.

2.23.2 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 Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph

2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 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.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 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.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 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. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor 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 contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

- 3.5.1 The Contractor 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.

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

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

3.10. Assignment

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

3.11. Termination for Default

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 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, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya.

3.17 Force Majeure

3.17.1 The Contractor 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.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: 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. Individual Procuring entities will indicate the special conditions under this section (Where applicable).
3. **ADDITIONAL REQUIREMENTS**

(A) A proof of registration with Communication Authority of Kenya

(B) Other requirements are as follows:

Clause 2.12.2

The tender security shall be 2 % of the tender price

Clause 2.12.4

The tender security shall be from reputable bank guarantee or such insurance guarantee approved by the Public Procurement Regulatory Authority of Kenya

Clause 2.13.1

Tenders shall remain valid for 120 days

Clause 2.15

Only original tender document shall be submitted as stated in the tender notice.

Clause 3.6

The performance security shall be 10% of the Tender price provided in form of bank guarantee or from an approved insurance company by Public regulatory Authority

Clause 3.18

The address for requesting clarification is

The Supply Chain Manager

Kenya Utalii College

P O Box 31052 – 00600

NAIROBI

Telephone: [020] 8563540 Extension 8452/8524

Mobile: 0722-205891/2, 0733-410005

Direct line: (020) 2608948

Fax: [020]8560514

Email: purchasing@utalii.ac.ke

SECTION V: SCHEDULE OF REQUIREMENTS

TECHNICAL SPECIFICATIONS

1.1 GENERAL

- 1.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 1.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 1.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 1.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

1.2 PARTICULARS

1.2.1 Background

Currently, the College has 2 remote offices that are not connected to the College Network (LAN). The remote sites connect to College ERP via modems for internet. Internet access for all the existing remote offices is accessed through modems which is outside the College Internet service provision.

The College is inviting bids from interested, reputable and competent firms to converge all its remote campuses into a WWAN configured to support the convergence of voice, video, and data transport onto a single, centrally managed infrastructure as follows:

1. Supply, Installation, Implementation, Commissioning and Support of Wide Area Network across the College (Main Campus, Utalii Hotel, Library Complex and Sport ground
2. Provision of Dedicated Internet Services
3. Provision Of Cloud-Based Online Backup And Data Recovery & Restoration Services

The new network infrastructure connecting the various College locations shall be configured to seamlessly integrate with the existing College infrastructure and systems to support traffic generated by systems that support College processes such as: College ERP, Library system, e-mail communication, network printing, IP telephony, video conferencing and any other remote co-ordination and automation requirements.

1.3 **Current infrastructure design setup**

Currently, the College has a total of 2 remote offices that are not interconnected to the Main Campus Network and systems. The Main Campus network is composed primarily of Cisco 2900 routers with Gigabit Ethernet Ports, VWIC3 cards, 3G HWIC, IDU and ODU. The Ethernet links terminates to the MPLS backbone.

1.3.1 **Objective**

The overall objectives of this project are to expand the current local area network connectivity to all its building, sportsground and environ in order to support the Integrated the College ERP System and the office operations. The data captured in various remote offices shall be transferred to Main Campus on-line and in real time. The solution should provide a reliable, secure and integrated wide area network to interconnect remote offices to the Main Campus located along Thika Road Superhighway, Nairobi. As part of this tender, the College intends to procure internet services configured to allow the remote offices to access public internet, email and other shared resources through the main campus. The College therefore invites bidders to provide services under LOT1, LOT2 and LOT3 as described below;

- (a) Lot 1 – Configuration of wireless wide area network (WWAN) across Kenya Utalii College main sites (which are: main campus, Thika road Utalii Village, Utalii Hotel and Sports ground).
- (b) Lot 2 – Provision of Dedicated Internet Services.
- (c) Lot 3 – Provision of offsite Backup and Data Recovery Services

LOT 1 – CONFIGURATION OF WIRELESS WIDE AREA NETWORK (WWAN) ACROSS KENYA UTALII COLLEGE MAIN SITES (WHICH ARE: MAIN CAMPUS, THIKA ROAD UTALII VILLAGE, UTALII HOTEL AND SPORTS GROUND).

1.4 Scope of Works

The scope of LOT 1 in this assignment comprises of: -

1. Provision of wide area network connectivity:
 - a. Provision of 100 MB/s dedicated bandwidth connectivity from the College Main Campus to Remote office site. The bidder will provide a solution using any mode of transmission or access type e.g. Wimax, Microwave, Satellite, MPLS, or Fiber or any other form of transmission that is available.
 - b. This will include provision of a backhaul link of 20 MB/s bandwidth connecting the College Main Campus to the service provider core network.
2. The supply, configuration and installation of 5 WWAN routers in the existing offices. The router equipment to be supplied shall primarily be used to securely extend the College corporate Wide Area Network to reach its remote offices as well as provide secure Wireless Fidelity (Wi-Fi) access to the local area network users.
3. Supply and mounting of 1 12 U wall mounted cabinets, with a power distribution unit for housing the router at a room to be identified and agreed upon by the College and the bidder.
4. Supply and install 1 600VA UPS to support active devices installed in the network cabinet.
5. Supply factory Made CAT 6A UTP Patch Cord of 5 Meters each. (per remote office).
6. The bidder should propose a secondary link to serve as backup for fail over. The backup link must not be on the same medium to avoid instances of total outage on both links. The bidder should clearly demonstrate how automatic failover will be achieved and the equipment to be used for this purpose.
7. Installation and configuration of Central network monitoring software and 3 years 'maintenance and has the capability to grow with the College's needs.
8. Provision of support and maintenance for LAN and WWAN across the College premises
9. Provision of 1-year warranty on equipment and parts and 3-year support and maintenance of LAN and WWAN.

1.4.1 Desired Solution for Lot 1

The successful bidder **MUST** conduct a site visit of the College, including the Sports ground and identify a suitable, reliable *high-speed WWAN Connectivity* at the last mile through WiMAX, microwave, satellite, fiber or any other technology. An initial 100 Mbps dedicated bandwidth shall be required by the College for its operations. The bandwidth should be scalable to accommodate future expansion or the bandwidth may be reduced as per need basis or during low activity periods. The service provider must allow this provision.

The proposed WWAN solution should be able to seamlessly integrate with the existing routing protocols configured on the College Main campus core router for interconnectivity so as to guarantee high throughput, resilience, reliability and high availability.

1.4.2 **Technical Specifications for Lot 1**

Below are the technical specifications for the services to be provided in the LOT 1 of this tender

1.4.2.1 **Wireless Wide Area Network Connectivity**

Provision Broadband Internet connectivity from the Main Campus to the Sports ground remote office site. This shall include Provision of a backhaul link of 100MB/s bandwidth connecting the Main Campus to the service provider core network. The bidder should bear in mind that the solution proposed should be simple, robust and easy to maintain. The bidder must respond realistically and competitively to requirements of the College and that all goods and services to be incorporated be new, and of the most recent technological improvements. Specifications of the dedicated link should clearly indicate the following: -

1. The full description of the type of service.
2. The bandwidth being proposed.
3. The mode of transmission or access type e.g. WiMAX, Microwave, Satellite, MPLS or Fiber or any other form of transmission to all the remote Offices and the Head office.
4. Level of redundancy at the backhaul.
5. Evidence of secured redundancy through Alternate local and international backbone paths to provide failover incase the main link is down.
6. Names of underlying carriers at the backhaul, i.e. Owners of the infrastructure used to deliver the circuit/service for the College.
7. An initial 100 Mbps dedicated bandwidth shall be required by the College for its operations. **The bandwidth should be scalable to accommodate future expansion reduced as per need or basis during low activity periods. The service provider must allow this provision.**

8. Specifications of equipment and any other related accessories required for terminating the link to the College's edge router.
9. Routing protocols supported.

For each site, the specifications of the link should be clearly capturing the details outlined in the table below: -

NO.	OFFICE/SITE NAME	BANDWIDTH MBPS UNITS	ACCESS TYPE	Dedicated /Shared
1	Main Campus	100 MBPS	Fiber	Dedicated
2	Utalii Hotel	30 MBPS		
3	Library Complex	5 MBPS		
4	KUC Sports Ground Ruaraka	5 MBPS		
5	Security Gate (Main Campus Staff Quarters)	5 MBPS		

6.	Security Gate (Thika Road Staff Quarters)	5 MBPS		
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1.5 Wireless Router

It is expected that the supplied devices at minimum will have the following desirable features and as indicated in the table below: -

- a) Cloud hosted device management.
- b) Secure with advanced encryption support.
- c) Provisioned with WWAN ports that support reliable connectivity using network modes of transmission or network access type such as WiMAX, Microwave, Satellite, or Fiber or any other form of transmission across the College buildings, all the way to the Sports ground.
- d) Support failover from WWAN to GSM when required and vice versa.
- e) Provide Wi-Fi for use in the Campus office LAN across all the buildings within the College
- f) Flexibility to be used to provide temporary connection to the College ‘s mobile workers as and when required. (Teleworkers).
- g) Flexibility to be used to provide GSM connectivity to temporary or mobile training centers in areas such as: - demonstration kitchens, classrooms, College stands in agricultural Society of Kenya (ASK) shows and exhibitions stands nationwide.

NO	REQUIREMENT	DETAILED DESCRIPTION
1.	Model	<ul style="list-style-type: none"> • The device must be internationally recognized brand mountable and with tough metal casing. (Bidder must specify brand and model).
2.	Data routing	<ul style="list-style-type: none"> • Static/dynamic routing • Support pass-through VPN connections: L2TP, ipsec, PPTP • Automatic failover/fallback from GSM 3G to WAN. • Support DHCP Server, Client and Relay • Support DNS client, relay • PPP with PAP/CHAP security • Access and management for all 2G/3G or 4G cellular networks globally.

3.	Remote management tools	<ul style="list-style-type: none"> • Since the remote site will be interconnected over the Broadband internet the supplied device must have cloud-hosted device management.
4.	Device Physical and management Interfaces	<ul style="list-style-type: none"> • Inbuilt /integrated SIM card slot. • 10/100 Ethernet/Fast Ethernet ports for connecting the LAN/WAN • Wi-Fi 802.11b/g/n • Web based interfaces and internet interface for administrative use by College • USB interfaces where necessary • RS 232 serial interfaces where necessary • WAN port for connecting WiMAX, Microwave, Satellite, or Fiber or any other media form of transmission
5.	Security Services	<ul style="list-style-type: none"> • Network Address Translation • Stateful Packet Inspection to prevent unwanted access to the connected computers • IP filtering of inbound addresses and ports like • FTP, SMTP, HTTP, SNMP, DNS, ICMP etc. • Denial of Service protection/Port blocking • Zone-based object firewall with host addresses (IP, FQDN) port based and MAC addresses.
6.	Network and WAN Performance Management	<ul style="list-style-type: none"> • Automatic Layer 3 failover (including VPN connections) • 2G/ 3G / 4G USB modem failover • Support for broadband data modems where necessary
7.	Device configuration and Management	<ul style="list-style-type: none"> • Web-based GUI or managed via the web using a dashboard • Connected equipment can be monitored, accessed and reconfigured without physically mobilizing staff and resources to sites • Access to command line interface via Telnet, SSH or direct serial • Device health monitoring and reporting. • VPN tunnel and latency monitoring and reporting. • Firmware upgrades and security patches via http, • https, FTP, TR.069. • Diagnostic via ICMP, Ping Syslog, traceroute

		<ul style="list-style-type: none"> Configurable Throughput, connectivity monitoring email, SMS, USSD alerts.
8.	VPN support for ipsec tunnel	<ul style="list-style-type: none"> Ipssec client/server with GRE tunneling LAN-to-LAN and TELEWORKER –to LAN (Dialing) Authentication and Cipher and hash: Null, MD5 and SHA-1 Internet Key Exchange (IKE) Preshared key, Digital Signature Algorithm, Rivest Shamir and Alderman (RSA), Triple Data Encryption(3DES), Data Encryption Standards (DES), Advanced encryption Standards. (AES). Supports NAT-T and Transport mode Supports VPN peering and connectivity from device to or other different brands for VPN peers.
9.	Hardware warranty.	<ul style="list-style-type: none"> 1 Year Manufacturer direct hardware and software support for Rapid Problem Resolution, software updates, hardware repair and replacement. Extended warranty options should be available.
10.	Support	<ul style="list-style-type: none"> 1 Year technical support

Notes:

1. All proposed Internet links will be either Fiber or Radio Microwave. *For radio links, WIMAX links limited to 100 Mbps and shared will not be accepted. VSAT links will only be accepted for areas with no other possible connectivity, which the bidder must demonstrate.*
2. Network should be able to support Voice Service integration (both Fixed and GSM Voice).

1.6 Uninterrupted Power Supply Units (UPS) (Qty 6)

All equipment components supplied must be new and not previously used or refurbished, it should not reach end of life within the next 3 years.

1. Output Power Capacity 600 VA
2. Nominal Output Voltage 230V
3. Output Frequency (sync to mains): 50-60 Hz
4. Surge Protection
5. Nominal Input Voltage 230V

1.7 Network Monitoring System

The envisaged Network Management solution will be a GUI based system that allows centralized management and configuration of Wireless Wide Area (WWAN) and Local Area (LAN) components as well as all network attached hosts in the College country-wide ICT network infrastructure.

This solution should facilitate efficiency in troubleshooting and fault diagnosis as well as providing sophisticated root-cause analysis for this large network at layers 2 and 3. Should utilize open industry standards such as Simple Network Management Protocol (snmpv1 - 3) and have the capability to integrate with third party Node and Element Managers.

The NMS should preferably be web -enabled and should cover all the network management layers, namely:

2. Element Management layer
3. Network model layer
4. Presentation layer
3. Network Fault Management
4. Network Configuration Management
5. Network Performance Management
6. Network Traffic Analysis

The Network Monitoring solution should provide the following capabilities;

1.7.1 Wireless Wide Area Network (WWAN) & Local Area Network (LAN) Router & Switch Monitoring

Provide real-time visibility into WWAN performance and provide reports & graphs.

Monitor WWAN links for availability and generate alerts (via e-mail, SMS) in case of link performance degradation.

Provide statistics on Interface availability, utilization, traffic, errors & discards.

Broad range of device and protocol support (ipv6, IP Telephony, HSRP, OSPF, Multicast, generic TCP client, HTTP, SMTP, ODBC DB access)

Should support hierarchical network representation and multiple map levels
Monitor critical parameters on major router brands such as Cisco, Huawei, etc.

1.7.2 Server Management

To monitor CPU, Memory and Disk utilization

To monitor services such as HTTP, SMTP, IMAP, FTP, DNS, LDAP, HTTPS etc.

View active processes and installed software details.

Identify servers running low on disk space.

Monitor critical parameters on servers such as Dell Power Edge, HP, etc.

Provide development tool for user to customize aspects of report generation

LOT 2 – PROVISION OF DEDICATED INTERNET SERVICES

2.1 Scope of works

The scope for Lot 2 in this assignment comprises of: -

1. Provision of internet services
 - a) Provision of 100MB/s dedicated internet link to allow the College to access public internet across all the College buildings and from the Sportsground.
 - b) Provision of 20MB/s dedicated backup internet link to allow the College to access public internet from the Main Campus. This should be from a different service provider.

2.2 Desired Solution for Lot 2

Bidders are invited for the provision of internet connectivity from the College Main Campus (located along Thika Road Superhighway). The bidder shall establish an internet connection at College Main Campus. The ISP connection shall be terminated at the Main Campus WWAN router & firewall. The Wireless Wide Area Network (WWAN) router will be configured to allow the all the remote offices access Internet, email and other shared resources via the Main Campus.

The successful bidder shall provide the College with a 100 MB/s (Uplink/Downlink) **dedicated** primary link on fiber and a secondary link with a capacity of 20 MB/s from a different network service provider through an agreement. This agreement, as well as their capacity should be communicated to the College in advance.

Connectivity from the ISP shall terminate to an existing WAN Aggregator appliance. The successful bidder shall aggregate the 100 MB/s primary and the 20 MB/s secondary link to achieve a 120 MB/s with increased bandwidth and performance. The WAN Aggregator appliance shall also be configured to load balance the two links in order to achieve failover. Internet access for all 3 remote offices (KUC Sportsground, Security gate – Thika Road Staff Quarters, Security Gate – Main Campus Staff gate) should be accessed through the Main Campus.

2.3 Technical Specifications for Lot 2

The bidder shall provide Internet services as per the following technical requirements specifications.

a) Internet Connectivity:

The bidder shall establish an Internet connection at the College Main Campus. The connection shall be terminated at the College Main Campus load balancer. A separate Wireless Wide Area Network (WWAN) Core router and voice gateway (See Lot 1) will be configured to allow the remote offices/sites access Internet, web mail and other shared resources via the Main Campus.

b) Bandwidth Capacity:

The primary link must be on fiber and of 100 MB/s (Uplink/Downlink) dedicated between College and the International Internet Gateway. The secondary/backup link of 20 MB/s (Uplink/Downlink) dedicated between College and International Internet Gateway. The backup link should be from a different service provider from the primary link and preferably, of microwave access type.

c) Medium:

The primary internet connection to College Main Campus should be via fiber optic link;

d) IP Addressing:

Provide a subnet block of /30 Public ips for Point-to-Point (PTP) link (i.e. Between College router & the service provider 's core router) and provide the College with minimum of 16 Public IP addresses or a /28 subnet routable on the internet.

e) Latency:

Expected average latency should be less than 200ms to the Internet, 4ms between College Main Campus router and the service provider's core router.

f) Monitoring Tool:

The service provider should configure a network management/monitoring tool for College to monitor internet bandwidth utilization and link performance at the Main Campus.

g) Configuration of Routers:

College shall provide routers and a firewall for its main campus office and remote offices. Configuration and integration shall be done by the service provider in conjunction with the successful bidder (Lot1) to achieve the above-mentioned capacity and allow for access to the internet, email, WWAN and other shared resources required.

h) Ring Redundancy:

The fiber network must be built in rings so that a single fiber cut will not affect service. The ISP must describe the names of underlying carriers (Backhaul), i.e. Owners of the infrastructure used to deliver the circuit/service if applicable.

i) Hardware and termination of link

The successful bidder ISP shall terminate and configure the link to an existing CISCO router with 16 Ethernet ports. The successful bidder shall aggregate the 100 MB/s primary and the 20 MB/s secondary link to achieve a 120 MB/s link. Any requirement for additional hardware should be indicated and costed. Provide the College with minimum of 16 Public IP addresses or a /28 subnet routable on the internet. Providing any required public routable ipv4 as and when required by the College.

j) Support and Maintenance:

The successful service provider shall provide a single point of contact/helpdesk for all the internet connectivity incidents reported.

The successful service provider shall provide free technical support and troubleshooting to the client on 24 hours, 7days a week, 365 days a year up to and until the Router Level.

Indicate the hours of operation for both technical and non-technical support. The service provider should notify the College in case of any planned outage due to maintenance or downtime arising due to hardware changes.

k) Link Migration:

For effective transition, the College shall continue using the existing internet service provider. The bidder shall provide backup services to the current internet service provider until the existing contract expires. Upon expiry of the contract, the bidder shall indicate the method of migrating the existing College internet connection to ensure a seamless transition with minimal downtime. The bidder shall also indicate the delivery period.

l) Reference Sites

The bidder shall provide evidence of at least seven (7) successful projects of similar size, scope and complexity within the last two years.

m) Educational and other Qualifications

The technical staff must have a minimum 3 years 'experience in installations, repairs and maintenance of ISP network. The ISP must provide and attach CVs of at least three (3) professionally qualified personnel supporting this project with a minimum of (A+, N+, CCNA or CCNP-service provider).

n) Service Level Agreement

Develop detailed Service Level Agreement (SLA) information, including how penalties are assessed and credits provided for any failures to meet specified SLAs. Uptime should be reliable and guarantees 99.5% uptime. This availability requirement shall be tested and confirmed within the first 3 months of installation and must be adequately covered in an SLA to be signed together with the contract. Indicate the delay/latency parameters and shall be agreed upon on the SLA.

LOT 3: PROVISION OF BACKUP AND DATA RECOVERY & RESTORATION SERVICES

3.1 Terms of reference

As part of its comprehensive data protection plan KUC is looking for a Data Backup and Disaster recovery on cloud solution. This solution will ensure that KUC data is safe and that KUC is able to resume operations quickly in the event of a disaster. This will be a 3-year contract and the bidder must clearly break down the costs per year or clearly explain how the cost is arrived at. The solution must be able to meet the following requirements.

3.2 Scope of work

3.2.1 Backup/Data Recovery & Restoration Services

3.2.1.1 Mandatory Requirements

- a. Backups should be policy-based and allow backup of ALL file types.
- b. The solution must be managed from a single interface. A console will be used to monitor backup status, notifications, and any reporting for all backup types.
- c. The provider must guarantee 99.99999% availability
- d. 24/7/ 365 customer support
- e. The solution must have the ability to restore individual data files.
- f. The solution works in in Mixed OS environment i.e Windows, MAC OS and Linux Encryption of data in transit and while in storage including SSL and 256-bit AES encryption. Security certifications such as SAS 70 and ISO 27001 will be an added advantage. SSAE-16 audited data centers and operations, encryption of data in flight and at rest, and user- and group-level access controls with option of two-factor authentication.
 - SSL and 256 Bit AES
 - SAS 70 Certification of Data center
 - ISO 27001 certification of Data center
 - SSAE-16 Data center
- g. The solution must allow for the backup of open/locked files.
- h. The solution should provide data de-duplication
- i. The data is stored in multiple geographically diverse data center locations.

3.2.1.2 Technical Requirements

- 1 A single solution must provide enterprise-wide backup and restore capability for the following:
 - Ability to backup and restore other database platforms such as PostgreSQL, MySQL, etc.
- 2 The solution must have the ability to restore individual data files
- 3 The ability to backup and restore Microsoft Dynamics Nav 2018, Opera PMS, and Micros Fidelio databases
- 4 Encryption of data in transit and while in storage including SSL and 256-bit AES encryption. Security certifications such as SAS 70 and ISO 27001 will be an added advantage. SSAE-16 audited data centers and operations, encryption of data in flight and at rest, and user- and group-level access controls with option of two-factor authentication.
 - SSL and 256 Bit AES Encryption of data in
 - transit and while in storage
 - SAS 70 Certification of Data center
 - ISO 27001 certification of Data center
 - SSAE-16 Certification of Data center

Bidders should attach evidence of the above certifications if any.

- 5 The solution must allow for the backup of open/locked files.
- 6 The solution should provide file compression with WAN-optimized technologies such as block-level change detection, advanced data compression, parallelism and multi-threading data transfer at no charge.
- 7 The solution should provide data de-duplication

2.0 Project Management

The bidder must clearly indicate the Project plan as outlined below: -

2.1 Project Plan

Provide the project timelines, roles and responsibilities and testing plan for this project.

2.2 Project Resources

The bidder shall ensure that the technicians for any repair works are skilled (trained and certified) sufficiently to handle College hardware and services required as outlined below. Unskilled technicians or staff shall not be allowed to carry out any installations on College network. The project shall require a project manager and network experts with qualifications as outlined below.

2.3 Project Manager

The bidder should demonstrate qualifications and experience of the project manager that is Suitable for the Project. The bidder shall be required to attach recommendation letters for the project manager indicating projects accomplished for at least 4- 8 years in designing and implementing scalable networks for governmental or international organizations.

Below are the minimum requirements:

1. University graduate in Computer Science, Engineering or related degree
2. At least 8 years in designing and implementing scalable networks for Universities, governmental or international organizations
3. Training in management related field or Project Management
4. Management experience; project management experience is critical
5. CCNP or CCVP level certification or equivalent.
6. Understanding of power systems and data center design principles
7. Experience in ICT systems migration, change management and business continuity

2.4 Network Experts

Below are the minimum requirements:

1. University graduate in Computer Science, Engineering or related degree
2. At least 3 years in implementation and maintenance of scalable networks for universities, governmental or international organizations
3. Knowledge of LAN design and structured cabling principles

4. Training in management related field or Project Management
5. Management experience; project management experience is critical
6. CCNA level certification or equivalent
7. Siemon training and/or certification or equivalent
8. Basic understanding of power systems
9. Provide a proposal for the Schedule of maintenance break down into annual quarters.
10. Must be ready to provide reports for all the activities conducted.

3.0 Bidder Experience and capacity

The bidder shall provide a list of 7 references sites, preferably Higher Institutions of Education, with addresses, contacts and telephone numbers and statements of work done for each of the reference site.

The bidder shall be required to provide proof of experience in providing LAN/WAN infrastructure deployment, integration and maintenance service to at least 7 sites in Kenya by government or international organization) including client recommendation letters or certificates.

4.0 User acceptance and testing

Upon delivery of the goods and services in this bid: -

1. The College will carry out a joint inspection and testing with the supplier to confirm that each device is in working condition as supplied upon delivery
2. The College and the supplier shall conduct a user Acceptance Testing and quality assurance in accordance testing plan.

5.0 Documentation

The bidder shall provide the following documentation upon successfully delivery of the goods and services requested in this tender;

1. Signed-off network design document
2. System configurations documents per site
3. Technical documentation manuals
4. User manuals

The bidder shall avail two (2) hard copy and a soft copy of documentation detailing the layout, the devices used and all the components used in the WAN which must include all information for future references and maintenance purposes.

In particular, the documentation must be structured to contain the following:

1. Link Test results
2. Charts for distribution and highlights showing details of the components installed

3. Configuration settings and passwords as at commissioning stage

6.0 Training

The bidder shall indicate the methods of knowledge transfer to College staff. The bidder shall also propose the appropriate training required to enable the College ICT staff to support the network. The College proposes that the bidder should train the 2 Regional ICT officers/technical staff and 10 Main Campus ICT Support staff.

7.0 Support and Maintenance

7.1 Preventive Maintenance

The successful bidder will be responsible for: -

1. Repair and replacement of faulty network communication components for all the active LAN and WWAN devices at specified contractual prices.
2. Repair and replacement of faulty network data/voice points (as indicated in appendix), based specified contractual prices.
3. Provision of continuous second and third level technical support that will minimize unplanned downtime in order to avoid disruption of service delivery for the College LAN and WWAN infrastructure and components.
4. Provision of quarterly preventive maintenance.
5. Conducting network vulnerability testing using qualified staff/experts bi-annually.
6. Coordinating with the College for network related changes/updates, etc.
7. Reporting hardware/software related problems to the College

7.2 Ad-Hoc Repair and Replacement of Faulty Parts

The successful bidder shall be expected to replace any reported faulty networking telecommunication components as and when required during the contract period and work under the supervision of the College 's technical personnel during the installation and repair process. The College will have the right to reject any material, apparatus or equipment which, as the result of inspections and/or tests, may be found to be defective or unsatisfactory in any respect, or not in accordance with the requirements of the specifications document and to require the Contractor to repair, adjust, modify, or replace the defective item.

All expenses incurred by the College or its authorized representative(s) with respect to inspections or tests resulting in the rejection of the item(s) offered for inspection or test will be charged to the Contractor. During quotation, the bidder must indicate the estimated cost of replacing the parts.

8 Service Level Agreements (SLA)

The bidder must provide a maintenance and support contract with SLA with clear escalation matrix, obligations of the contractor, obligations of the client (College), incident reporting and problem resolution, performance metrics, confidentiality, response time, details on how penalties are assessed, resolution targets, and credits provided for any failures to meet specified SLA's. In case of deviation from the SLA penalty will be charged as agreed by both parties.

The detailed Service Level Agreement (SLA) should capture the following parameters:

- Uptime and Reliability of the link. The College proposes a 99.5% uptime for all the locations.
- Expected Maximum and Minimum Latency on the VPN tunnels for all links.
- A portal for monitoring standard reports on the links like Bandwidth usage, link uptime, hardware status and any other SLA parameters for purposes of network monitoring.
- A single point of contact/Helpdesk for all the WWAN incidents reported. Indicate the hours of operation for both technical and non-technical support. The bidder is expected to provide 24-hour by 7-day a week technical support all year round; they must provide telephone, email and fax for the support desk as well as the designated contact persons describing the escalation path.
- Maintenance approach and schedule. The bidder should provide a detailed maintenance schedule indicating any planned outage due to maintenance.
- How penalties are assessed and credits provided for any failures to meet specified SLA's. In case of deviation from the SLA penalty will be charged as agreed by both parties.

9 Warranty

The bidder shall provide a one (1) year warranty on equipment and parts and 3-year support and maintenance of LAN and WAN.

SCHEDULE OF REQUIREMENTS SUMMARY

The schedule of requirements is as below: -

ITEM NO#	ITEM DESCRIPTION	QUANTITY	Delivery schedule
LOT 1 – CONFIGURATION OF WIRELESS WIDE AREA NETWORK (WWAN) ACROSS KENYA UTALII COLLEGE MAIN SITES (WHICH ARE: MAIN CAMPUS, THIKA ROAD UTALII VILLAGE, UTALII HOTEL AND SPORTS GROUND).			
1.	Router for remote office (including cloud management and Ipsec licenses for peering if required)	6	
2.	12 U Wall Mounted cabinet, with a power distribution unit	6	
3.	600 VA UPS with normal input Voltage of 230V	6	
4.	Equipment Warranty	1	
5.	Support and maintenance to College LAN and WWAN.	1	
SERVICES			
1.	Installation and configuration of the Main Campus and remote offices routers.	1 lot	
2.	Provision of 100 Mbps network bandwidth connectivity, WAN installation, Design and Setup between HQ and remote offices.	1 lot	
3.	Mounting of the 12U standing cabinet, PDU and UPS.	5	
4.	Installation and configuration of Central network monitoring software.	1	
5.	Training and Certification	lot	

LOT 2 PROVISION OF DEDICATED INTERNET SERVICES			
1.	Provision, Installation and configuration of 100MB/s dedicated internet primary link with 20MB/s dedicated internet secondary link to allow the access public internet from the Main Campus.	1	
2.	16 Public IP addresses or a /28 subnet Routable on the internet.	1	
3.	Training and Certification	1	
LOT 3 PROVISION OF OFFSITE BACKUP AND DATA RECOVERY & RESTORATION SERVICES			
1	Virtual Private Servers (VPS)for Disaster Recovery -DR (64GB RAM, 40vCPUs and 2TB HDD)	Lot	
2	Setup and Design of DR site	Lot	
3	Virtual Private Server (VPS)for Learning management System -LMS (20GB RAM, 12vCPUs and 1TB HDD)	Lot	
4	Training and Certification	Lot	

SECTION VI: EVALUATION CRITERIA

6.1 Kenya Utalii College will select candidates among those that submit documents in accordance with the method of selection detailed under this section.

6.2 The Kenya Utalii College Evaluation Committee, as a whole and each of its members individually, shall evaluate the tenders on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system as specified in this criteria.

6.3 The tenders will be evaluated in 3 stages, namely:

- Preliminary examination;
- Technical evaluation;
- Financial Evaluation

STAGE 1. PRELIMINARY EXAMINATION

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other Conditions stated in the bid document.

Bidders who are not found to be responsive to the terms of reference will be eliminated at this stage.

- 1 Failure to submit the tender in the required format i.e.
 - Tape bound document, properly sealed & serialized, in the correct sequence and all pages must be initialed/signed/stamped by the Directors in respect of a company or the proprietor in case of a firm or persons appointed by power of attorney.

NB: Spiral Binding and use of spring or Box Files will not be allowed and will result in automatic disqualification.

- 2 Failure to submit authorized current price list of items, services being tendered for (as per Section G) schedule of requirements. The price list must be rubber stamped and signed.
- 3 Failure to complete the confidential questionnaire form provided
- 4 Failure to provide ORIGINAL bid bond
- 5 Failure to provide proof of registration with Communication Authority of Kenya
- 6 Failure to provide proof of being prequalified with State Department of ICT, Ministry of information Communication and Technology(MOICT)

- 7 Failure to sign and stamp price schedule.
- 8 Failure to complete the form of tender in the format provided.
- 9 If the firm has not renewed legal and statutory documents that are due for renewal at the time the tender is being submitted.
- 10 Failure to attach clear copies of the following:
 - i.** Certificate of incorporation or registration
 - ii.** Tax compliance certificate
 - iii.** Current Trade License
 - iv.** Practicing license for professionals
 - v.** Proof of Valid current registration with Communication Authority of Kenya
 - vi.** Proof of Valid current registration with Information Technology and communication Authority of Kenya
- 11 Must submit two years copies of the audited accounts for the previous year 2018 and 2019
- 12 Submission of valid CR12 form showing the list directors /shareholding (issued within the last 1 year)
- 13 Mandatory Site visit on 18th November,2020 at 11.00 am under strict observance of Covid-19 protocols

14 **ELIGIBILITY DISCLOSURE**

I Is the firm making this application or any of its directors been debarred or suspended from participating in public procurement by the Public Procurement Regulatory Authority or related public bodies? (If yes provide a proof of clearance from Public Procurement Regulatory Authority)

.....

.....

II Have you or your principals been subject of legal proceedings for insolvency, bankruptcy, receivership or your business activities suspended for related

reasons?.....(If yes, you must present legal documentary evidence that you are cleared and your business is now solvent).

III) Do you have a relationship with any Kenya Utalii College employee that would cause conflict of interest?

.....

I.....declare, for and on

Behalf of.....

(company/firm) that all the information furnished to Kenya Utalii College in connection with this Tender is true and accurate in all material respect. Kenya Utalii College is hereby authorized to make such inquiries to the said information including with the firms/company's clients and bankers as it may deem necessary without prior notice to the firm/company.

Information submitted by.....

Title

Signature.....

Stamp.....

- 15 Failure to meet the relevant conditions set out in section **E –Special Conditions of Contract.**
16. Provide proof of Power of attorney (of tender Signatory).

NOTE:

Bidders must meet **all** the preliminary requirements (in stage 1)to qualify for technical evaluation.

STAGE 2. TECHNICAL EVALUATION

BIDDERS CAPACITY TO OFFER SERVICES TENDERED FOR

Bidders are required to provide evidence of having the necessary systems functionality and technical capability to successfully deliver the requirements for the subject tender. This will be demonstrated by meeting and satisfying **all requirements** for LOT 1, LOT 2 and LOT 3, below:

LOT 1: CONFIGURATION OF WIRELESS WIDE AREA NETWORK (WWAN) ACROSS KENYA UTALII COLLEGE MAIN SITES (WHICH ARE: MAIN CAMPUS, THIKA ROAD UTALII VILLAGE, UTALII HOTEL AND SPORTS GROUND).

A) CENTRAL NETWORK MONITORING SYSTEM SPECIFICATIONS COMPLIANCE

(You are required to indicate either **Yes** or **No**; where **Yes (Y)** indicates commitment to provide evidence/details needed, and **No (N)** indicates none committal to provide the evidence/details needed)

	Functional Requirements	Evidence	Compliance (Y/N)
WWAN & LAN Router & Switch Monitoring			
A1	Provide real-time visibility into WWAN performance and provide reports & graphs	Product Technical data sheet	
A2	Monitor WWAN links for availability and generate alerts (Via e-mail, SMS) in case of link performance degradation	Product Technical data sheet	
A3	Provide statistics on Interface availability, utilization, traffic, errors & discards	Product Technical data sheet	
A4	Broad range of device and protocol support (IPv4, IPv6, IP Telephony, HSRP, OSPF, Multicast, generic TCP client, HTTP, SMTP, ODBC DB access)	Product Technical data sheet	
A5	Should support hierarchical network representation and multiple map levels	Product Technical data sheet	

A6	Monitor critical parameters on major router brands such as CISCO, Huawei etc.	Product Technical data sheet	
Server Management			
A7	To monitor CPU, Memory and Disk utilization	Product Technical data sheet	
A8	To monitor services such as HTTP, SMTP, IMAP, FTP, DNS, LDAP, HTTPs etc.	Product Technical data sheet	
A9	View active processes and installed software details	Product Technical data sheet	
A10	Identify servers running low on disk space	Product Technical data sheet	
A11	Monitor critical parameters on the servers	Product Technical data sheet	
A12	Provide development tool for user to customize aspects of report generation	Product Technical data sheet	
A13	3 year software maintenance and support	Product Technical data sheet	

B). REMOTE OFFICE ROUTER REQUIREMENTS

(You are required to indicate either **Yes** or **No**; where **Yes (Y)** indicates commitment to provide evidence/details needed, and **No (N)** indicates none committal to provide the evidence/details needed)

Item #	Functional Requirements	Evidence	Compliance (Y/N)
B1	Model: The device MUST be an internationally recognized brand, rack mountable and with tough metallic casing	Product Technical data sheet	
Data routing			
B2	Outline and provide information on how the device will be configured to perform:		
	Static/dynamic routing	Product Technical data sheet	
	Support pass-through VPN connections: L2TP, IPSEC, PPTP	Product Technical data sheet	

	configurations between the Satellite Campus and the Main Campus peer		
	Automatic failover/fallback from 3G to WWAN during WWAN outage or on standalone command centers with GSM network.	Product Technical data sheet	
	Support DHCP Server, Client and Relay	Product Technical data sheet	
	Support DNS client, relay	Product Technical data sheet	
	PPP with PAP/CHAP security	Product Technical data sheet	
	Access and management for all 2G/3G/4G cellular networks globally	Product Technical data sheet	
VPN support for IPSEC tunnel			
B3	Outline and provide information on how the device will perform:		
	IPSEC client/server with GRE tunneling	Product Technical data sheet	
	LAN-to-LAN and TELEWORKER – to LAN (dialing)	Product Technical data sheet	
	Authentication and Cipher and has: Null, MD5 and SHA-1 Internet key exchange (IKE) Preshared key, digital signature Algorithm, Rivest Shamir and Alderman (RSA), Triple Data Encryption (3DES), Data Encryption Standards (DES), Advanced encryption Standards (AES)	Product Technical data sheet	
	NAT-T and Transport mode	Product Technical data sheet	
	VPN peering and connectivity from device to other different brands for VPN peers.	Product Technical data sheet	
Remote Management Tools			
B4	The device management must be web based. Therefore, the successful bidder shall propose and provide the methodology of how the device will be configured to support: -	Product Technical data sheet	
	Firmware upgrades and security patches via https, FTP, TR.069	Product Technical data sheet	

	Diagnostic via ICMP, Ping Syslog, traceroute	Product Technical data sheet	
	Web based management and configuration	Product Technical data sheet	
	Throughput, connectivity monitoring and alerts	Product Technical data sheet	
	Monitoring and alerts	Product Technical data sheet	
	Centralized policy management	Product Technical data sheet	
	Real-time diagnostic and troubleshooting over the web	Product Technical data sheet	
Interfaces			
B5	Below are the minimum ports that KUC expects to be supported by the device. The bidder shall be expected to confirm the availability of:-		
	In-built / integrated SIM card slot	Product Technical data sheet	
	10/100 Ethernet/fast Ethernet ports for connecting the LAN/WAN.	Product Technical data sheet	
	Wi-Fi 802.11b/g/n	Product Technical data sheet	
	Web based interfaces and internet interface for administrative use by KUC	Product Technical data sheet	
	USB interfaces where necessary	Product Technical data sheet	
	RS 232 serial interfaces where necessary	Product Technical data sheet	
	WAN port (Minimum 1)	Product Technical data sheet	
Security Services			
B6	The router should be scalable with minimal disruption to the overall operation. The bidders shall outline and provide information on how the device IPSEC VPN will perform and support the following throughput capacities: -		
	PPP with PAP/CHAP security		
	Network Address Translation.	Product Technical data sheet	
	Stateful Packet Inspection to prevent unwanted access to the connected computers	Product Technical data sheet	
	IP filtering of inbound addresses and ports like FTP, SMTP, HTTP, SNMP, DNS, ICMP etc.	Product Technical data sheet	

	Denial of Service protection/Port blocking.	Product Technical data sheet	
	Zone-based object firewall with host addresses (IP, FQDN) port based and MAC addresses.	Product Technical data sheet	
Device configuration and management			
B7	Web-based GUI or managed via the web using a dashboard.	Product Technical data sheet	
	Connected equipment can be monitored, accessed and reconfigured without physically mobilizing staff and resources to sites.	Product Technical data sheet	
	Access to command line interface via Telnet, SSH or direct serial.	Product Technical data sheet	
	Device health monitoring and reporting	Product Technical data sheet	
	VPN tunnel and latency monitoring and reporting.	Product Technical data sheet	
	Firmware upgrades and security patches via http, https, FTP, TR.069.	Product Technical data sheet	
	Diagnostic via ICMP, Ping Syslog, traceroute	Product Technical data sheet	
	Configurable Throughput, connectivity monitoring email, SMS, USSD alerts	Product Technical data sheet	
	IPSEC client/server with GRE tunneling.	Product Technical data sheet	
	LAN-to-LAN and TELEWORKER -to LAN (Dialing).	Product Technical data sheet	
	Authentication and Cipher and hash: Null, MD5 and SHA-1 Internet Key Exchange (IKE) Preshared key, Digital Signature Algorithm, Rivest Shamir and Alderman (RSA), Triple Data Encryption(3DES), Data Encryption Standards (DES), Advanced encryption Standards. (AES).	Product Technical data sheet	
	Supports NAT-T and Transport mode.	Product Technical data sheet	

	Supports VPN peering and connectivity from device to other different brands for VPN peers.	Product Technical data sheet	
Hardware warranty			
B8	Year Manufacturer direct hardware and software support for Rapid Problem Resolution, software updates, hardware repair and replacement. The bidder to confirm the availability of extended warranty and the options available.	Product Technical data sheet	
Support			
B9	The bidder to confirm the availability of: - <ul style="list-style-type: none"> • 1 Year technical support 	Sample warranty	

C) UNINTERRUPTABLE POWER SUPPLY REQUIREMENTS

(You are required to indicate either **Yes** or **No**; where **Yes (Y)** indicates commitment to provide evidence/details needed, and **No (N)** indicates none committal to provide the evidence/details needed)

Item #	Functional Requirements	Evidence	Compliance (Y/N)
C1	Output Power Capacity 600 VA	Product Technical data sheet	
C2	Nominal Output Voltage 230V	Product Technical data sheet	
C3	Output Frequency (sync to mains): 50-60 Hz	Product Technical data sheet	
C4	Surge Protection	Product Technical data sheet	
C5	Nominal Input Voltage 230V	Product Technical data sheet	
C6	Warranty	The vendor must provide one (1) year warranty on parts.	

D) DETAILS ON PROJECT MANAGEMENT REQUIREMENTS

(You are required to indicate either **Yes** or **No**; where **Yes (Y)** indicates commitment to provide evidence/details needed, and **No (N)** indicates none committal to provide the evidence/details needed)

Item #	Functional Requirements	Evidence	Compliance (Y/N)
D1	Project and Quality Management	Project management and Delivery Plan	
D2	Installation, configuration and testing plan	Project management and Delivery Plan	
D3	Installation, testing and configuration procedures, processes with responsibility matrix.	Project management and Delivery Plan	
D4	Systems Integration, configuration, customization, and change management plan.	Project management and Delivery Plan	
D5	the central system and import onto all the System indicating the timelines, infrastructure or other components required (data export should be completed within 2 weeks).	Project management and Delivery Plan	
D6	User Acceptance Testing and quality assurance plan	Project management and Delivery Plan	

LOT 2: PROVISION OF DEDICATED INTERNET SERVICES

A) Documents Required:

A1) Licenses and Infrastructure	
Telecommunication License: The bidder must be duly licensed by the Communication Authority of Kenya (CAK) for provision of wide area network services within Kenya.	Copy of Valid license
Infrastructure ownership: The bidder must own the last mile infrastructure to the College	Attach a documentary as proofs of Points of Presence
A2) Bidders Capacity	
Provide evidence of at least five (5) successful projects of similar size, scope and complexity within the last two years.	
The ISP must provide and attach CVs of at least three (3) professionally qualified personnel supporting this project with a minimum of (A+, N+, CCNA or CCNP-service provider) and a minimum 3 years' experience in installations, repairs and maintenance of ISP network.	Staff CV's

B) Technical Specification Requirement:

(You are required to indicate either **Yes** or **No**; where **Yes (Y)** indicates commitment to provide evidence/details needed, and **No (N)** indicates none committal to provide the evidence/details needed)

Item #	Technical Specification Requirement	Evidence	Compliance (Y/N)
Bandwidth capacity and throughput			
B3	The primary link must be on fiber and of 100 MB/s (Uplink/Downlink) dedicated between KUC and the International Internet Gateway.	Technical data sheets	
B4	The secondary/backup link of 20 MB/s (Uplink/Downlink) dedicated between KUC and International Internet Gateway.	Technical data sheets	
B5	The backup link should be from a different service provider from the primary link.	Technical data sheets	

Ring Redundancy			
B6	The fiber network at the backhaul must be built in rings so that a single fiber cut will not affect service.	Technical data sheets	
B7	The ISP must indicate the names of underlying carriers (Backhaul), i.e. Owners of the infrastructure used to deliver the circuit/service if applicable.	Technical data sheets	
Hardware and Termination of Link			
B8	The successful bidder ISP shall terminate and configure the link to an existing Cisco 2550 router with 48 Ethernet ports.	Technical data sheets	
B9	The successful bidder shall aggregate the 100 MB/s primary and the 20 MB/s secondary link to achieve a 120 MB/s link	Technical data sheets	
B10	Any requirement for additional hardware should be indicated and costed.	Technical data sheets	
B11	Provide the College with minimum of 16 Public IP addresses or a /28 subnet routable on the internet. Providing any required public routable ipv4 as and when required by the College.	Technical data sheets	
Monitoring			
B12	Network service provider must provide the College with a portal or a bandwidth monitoring system which can be used to monitor the SLA parameters	Technical data sheets	
Service Level Agreement			
B13	Uptime should be reliable and guarantees 99.5% uptime	SLA	
B14	Latency to the internet should be less than 200ms to the Internet,	SLA	
B15	Latency to the ISP should be less than 4ms	SLA	
B16	Call response time <ul style="list-style-type: none"> • Critical incidence 30 Mins • Major Incidence 1 hours 	SLA	

	<ul style="list-style-type: none"> Minor Incidence 2 Hours 		
B17	The successful service provider shall provide a single point of contact/helpdesk for all the internet connectivity incidents reported.	SLA	

LOT 3: PROVISION OF CLOUD-BASED OFFSITE DATA BACKUP & RECOVERY SOLUTION

(You are required to indicate either **Yes** or **No**; where **Yes (Y)** indicates commitment to provide evidence/details needed, and **No (N)** indicates none committal to provide the evidence/details needed)

Item #	Functional Requirements	Compliance (Y/N)
A1	The proposed Solution must have the ability to natively backup and restore Microsoft SQL versions 2013 and newer	
A2	The proposed Solution must Encrypt data in storage and during transmission	
A3	Backups and Data Retention must be policy based. And allow backup of ALL file types. The bidder must be able to define how many versions of the file will be available in the backup and for how long. Even if that file has been deleted from the source.	
A4	The solution must be managed from a single interface. A console will be used to monitor backup status, notifications, and any reporting for all backup types.	
A5	The provider must guarantee 99.99999% availability	
A6	The provider must guarantee 24/7/ 365 customer support	
A7	The provider must store the data in multiple (at least 2) Geographically diverse data center locations.	

(B). TECHNICAL EVALUATION (SCORING POINTS)

Technical Evaluation Scoring Points

	Technical specification	Functional requirements	Score
1	Experience and Capability	<p><u>PROJECTS</u></p> <p>List FIVE references sites with addresses, contacts and telephone numbers and statements of work done. (2 Mark for each site).</p>	2 Mark per site (Max 10 Marks)
		<p>Client recommendation letters or certificates of completion. (2 Mark per site).</p>	2 Mark per site (Max 10 Marks)
2	Resources /Skills	<p><u>PROJECT MANAGER:</u></p> <p>Recommendation letters from employer indicating number of years worked (4 Marks)</p>	1 Mark per year of experience up to a maximum four years. (Max 4 Marks)
		<p><u>PROJECT MANAGER:</u></p> <p>Professional certification in the area of specialization (3 Marks)</p>	1 Mark for each attached certification (Max 3 Marks)
		<p><u>NETWORK EXPERTS</u></p> <p>Attach CV's indicating years of experience in similar projects in designing and implementing scalable networks for governmental or international organizations) (3 Marks)</p>	1 Mark per year of experience up to a maximum of 3 years (max 3 marks)
		<p><u>NETWORK EXPERTS</u></p> <p>Professional certification in the area of specialization. Relevant industry certifications (CCNA certification, Siemon training and/or certification, Basic understanding of power systems) (4 Marks)</p>	1 Mark for each attached certification up to a maximum of four certificates (Max 4Marks)

3	Delivery Capacity	<ul style="list-style-type: none"> • Timely delivery of equipment (2 Marks) • Timely installation (4 Marks) • Training (4marks) • End to end testing (4 Marks) • Successful Commissioning (4 Marks) • Customer Satisfaction to Maintenance and Support(4 marks) 	22 marks Per site for 3 sites (Max 66 Marks)
TOTAL MARKS			100 Marks

Pass Mark 80%

NOTE: Only bidders who have satisfied all requirements for LOT 1, LOT 2 and LOT 3; and have attained a pass mark of 80 % shall proceed to financial evaluation.

SECTION VII PRICE SCHEDULE

1	2	3	4	5
No.	Item Description <i>(As per Schedule of requirements summary above)</i>	QTY	Unit Price (Vat inclusive) (KSH)	Total Price (Vat inclusive) (KSH)
LOT 1	Configuration Of Wireless Wide Area Network (Wwan) Across Kenya Utalii College Main Sites (Which Are: Main Campus, Thika Road Utalii Village, Utalii Hotel And Sports Ground).	I Lot		
	SUB-TOTAL (KSH)			
LOT 2	PROVISION OF DEDICATED INTERNET SERVICES			
		QTY	Unit Price (Vat inclusive) (KSH)	Total Price (Vat Inclusive) (KSH)
	-Installation/One time-Set up cost	1 Lot		
	-Monthly Charges	100 mbps-Primary Link		
		20 mbps-Secondary Link		
SUB-TOTAL (KSH)				

LOT 3 PROVISION OF BACKUP AND DATA RECOVERY & RESTORATION SERVICES				
		QTY	Unit Price(Vat inclusive)	Total Price (Vat inclusive)
			(KSH)	(KSH)
-Installation/One time-Set up cost		See Schedule of Requirements		
-Monthly Charges		See Schedule of Requirements		
SUB-TOTAL (KSH)				
GRAND TOTAL				
(TOTAL CHARGES FOR LOT1, LOT 2 & LOT 3)				

Signature and Stamp of tenderer

.....

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

Delivery will be agreed upon by both parties during the signing of the contract

1. FORM OF TENDER

Date _____

Tender No. _____

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and College (..... *(Insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and College the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

2. 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
[Name of Procuring entity] (hereinafter called “the Procuring entity”) - **See Attached
Schedule For Applicable Bid Bonds** - 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 no substantiate its demand, provided that in its demand the Procuring entity will not 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 Bank]

-

3. 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 meaning 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 _____

4. BANK GUARANTEE FOR ADVANCE PAYMENT

To:
[Name of Procuring Entity]

[Name of Tender)

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the general conditions of contract to provide for advance payment,
[Name and address of tenderer] (hereinafter called "the tenderer") shall deposit with the procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the contract in an amount of[Amount of guarantee in figures and words].

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

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

Yours truly,

Signature and Seal of the Guarantors

[Name of Bank or Financial Institution]

[Address]

[Date]

5. PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to _____ supply [description of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

6. 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

7. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business,
 Registration Certificate No.

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details

-

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details
Shares		
1.		
2.		
3.		
4.		

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.
 Issued Kshs.

Given details of all directors as follows

Shares	Name	Nationality	Citizenship Details
1.		
2.		
3.		
4.		
5.		