

**KENYA POST OFFICE SAVINGS BANK**



**My Bank, My Choice, My Future**

**TENDER FOR SUPPLY OF BANDWIDTH MANAGEMENT SYSTEM**

**TENDER REF NO. [KPOSB/021/2018](#)**

---

<b>Release Date</b>	<b>30<sup>th</sup> October, 2018</b>
<b>Closing Date</b>	<b>13<sup>th</sup> November, 2018 at 10.0 am</b>

---

## Table of Contents

INTRODUCTION.....	4
1.0: INVITATION TO TENDER .....	6
2.0: INSTRUCTIONS TO TENDERERS.....	7
2.1 Eligible tenderers.....	7
2.2 Cost of Tendering.....	7
2.3 Contents of tender documents .....	7
2.4 Clarification of Documents .....	8
2.5 Amendment of documents.....	9
2.6 Language of tender.....	9
2.7 Documents Comprising the Tender.....	9
2.8 Form of Tender .....	10
2.9 Tender Prices .....	10
2.10 Tender Currencies.....	10
2.11 Tenderers Eligibility and Qualifications. ....	10
2.12 Tender Security.....	11
2.13 Validity of Tenders.....	12
2.14 Format and Signing of Tender .....	12
2.15 Sealing and Marking of Tenders .....	13
2.16 Deadline for Submission of Tenders.....	13
2.17 Modification and withdrawal of tenders.....	14
2.18 Opening of Tenders .....	14
2.19 Clarification of tenders .....	15
2.20 Preliminary Examination and Responsiveness .....	15
2.21 Conversion to a single currency.....	16
2.22 Evaluation and comparison of tenders.....	16
2.23 Contacting the procuring entity .....	18
2.24 Award of Contract .....	18
2.25 Notification of award.....	19
2.26 Signing of Contract .....	19
2.27 Performance Security .....	20
2.28 Corrupt or Fraudulent Practices .....	20
3.0 SPECIFICATIONS FOR THE BANDWIDTH MANAGEMENT SYSTEM. ....	21
Preface.....	21
Business Requirements and Objectives.....	21
Solution Architecture.....	22
3.1 Evaluation Factors .....	23
3.1.1 General Conditions & Mandatory Requirements.....	23
3.1.2 Technical Requirements .....	24

Physical Attributes .....	24
Performance Metrics .....	24
Architecture .....	25
DPI and VAS .....	25
Identification.....	26
Reporting .....	27
Network Management Appliance .....	28
4.0 FINANCIAL EVALUATION .....	28
4.1 Costs Breakdown .....	28
5.0 BANK’S INVENTORY.....	30
5.1 Inventory of WAN/ LAN Equipment and Links. ....	30
5.1.1 Branches.....	30
5.2 Major applications and services running on Postbank’s LAN/WAN.....	31
5.3 Wide Area Network. ....	32
5.4 Internet Service provider.....	33
5.5 Postbank APN through Safaricom. ....	33
6.0 GENERAL CONDITIONS OF CONTRACT .....	34
6.1 Definitions.....	34
6.2 Application.....	34
6.3 Standards.....	34
6.4 Patent Right’s.....	35
6.5 Performance Security .....	35
6.6 Inspections and Tests .....	36
6.7 Payment.....	36
6.8 Prices.....	36
6.9 Assignment .....	37
6.10 Termination for Default.....	37
6.11 Termination of insolvency .....	37
6.12 Termination for convenience .....	37
6.13 Resolution of disputes .....	38
6.14 Governing Language .....	38
6.15 Force Majeure.....	38
6.16 Applicable Law.....	38
6.17 Notices .....	39
7.0 SPECIAL CONDITIONS OF CONTRACT.....	40
8.0 STANDARD FORMS.....	41
LIST OF STANDARD FORMS.....	41
FORM OF TENDER.....	42
CONTRACT FORM .....	43

CONFIDENTIAL BUSINESS QUESTIONNAIRE .....	44
TENDER-SECURING DECLARATION .....	45
PERFORMANCE SECURITY FORM.....	46
<i>(Amend accordingly if provided by Insurance Company)</i> LETTER OF NOTIFICATION OF AWARD.....	46
INTEGRITY DECLARATION .....	48
NON-DEBARMENT STATEMENT FORM.....	49

## **INTRODUCTION**

Kenya Post Office Savings Bank herein referred to as Postbank, wishes to tender for supply of Bandwidth Management System as specified in the tender document.

Bidders must possess the necessary professional and technical qualifications and competence, financial resources and experience in the provision of the system, reputation and the technical personnel to implement the system. They should also have legal capacity to enter into the support contract and that they have continuously fulfilled obligations to pay taxes and social security contributions.



## 1.0: INVITATION TO TENDER

**Date:**

**Tender REF No: KPOSB/021/2018**

**Tender Name: Tender for Supply of Bandwidth Management System.**

- 1.1 The invites sealed tenders from eligible candidates for **Tender for Supply of Bandwidth Management System.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Office Located on 4<sup>th</sup> floor, South Wing Postbank House, Nairobi during normal working hours.
- 1.3 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **90 days** from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the Tender Box Located at Ground Floor, Postbank House or be addressed to:  
  
**The Managing Director,**  
  
**Kenya Post Office Savings Bank,**  
  
**P. O Box 30311-00100,**  
  
**Nairobi**  
  
**So as to be received on or before 13<sup>th</sup> November, 2018 at 10.00 a.m.**
- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the 5<sup>th</sup> Floor Conference Room South Wing Postbank House Nairobi.

## **2.0: INSTRUCTIONS TO TENDERERS**

### *2.1 Eligible tenderers*

- 2.1.1. This Invitation to Tender is open to all tenderers eligible as described in the 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. Postbank employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 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 Postbank 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 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 Postbank, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2** **The price to be charged for the tender document shall not exceed Kshs. 1,000/= for bidders who wish to collect bid documents from the Procurement department.**
- 2.2.3** Postbank shall allow the tenderer to review the tender document free of charge before purchase.

### *2.3 Contents of tender documents*

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

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender-Securing Declaration Form
- xi) Performance security form
- xii) Non-Debarment Form
- xiii) Integrity Form

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

## ***2.4 Clarification of Documents***

2.4.1 A prospective candidate making inquiries of the tender document may notify Postbank in writing or by post, fax or email at the entity's address indicated in the Invitation to Tender document. Postbank will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of Postbank response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2 Postbank 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



## ***2.5 Amendment of documents***

2.5.1 At any time prior to the deadline for submission of tenders, Postbank, 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, Postbank, at its discretion, may extend the deadline for the submission of tenders.

## ***2.6 Language of tender***

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 Postbank, 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***

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## ***2.8 Form of Tender***

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the system to be provided.

## ***2.9 Tender Prices***

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the system it proposes to provide.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the system 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 non-responsive and will be rejected, pursuant to paragraph 2.22.

## ***2.10 Tender Currencies***

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

## ***2.11 Tenderers Eligibility and Qualifications.***

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the System implementation if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the System implementation if its tender is accepted shall establish to the Postbank satisfaction that the tenderer has the financial and technical capability necessary to perform the task to completion.

## **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 Invitation to tender.

**2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.**

2.12.3 The tender security is required to protect the Postbank 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 of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Postbank as non-responsive, pursuant to paragraph 2.20.

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

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 specified by Postbank on the Tender Form; or
  
- b) In the case of a successful tenderer, *if* the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30
  
  - or**
  
  - (ii) to furnish performance security in accordance with paragraph 31.
  
  - or**
  
  - (c) If the tenderer rejects, correction of an error in the tender.

### ***2.13 Validity of Tenders***

2.13.1 Tenders shall remain valid for **90 days** or as specified in the invitation to tender after date of tender opening prescribed by the Postbank, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Postbank as nonresponsive.

2.13.2 In exceptional circumstances, the Postbank 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

### ***2.14 Format and Signing of Tender***

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

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 unamended 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. **All pages of the tender shall be well serialized and 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 and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) Be addressed to Postbank at the address given in the Invitation to Tender.
  - (b) Bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE 13<sup>th</sup> November, 2018 at 10.00 a.m.**”
- 2.15.2 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”. —
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Postbank 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 Postbank at the address specified under paragraph 2.15.2 no later **DO NOT OPEN BEFORE 13<sup>th</sup> November, 2018 at 10.00 a.m.**
- 2.16.2 Postbank may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Postbank as provided for in the appendix.

### ***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 tender's is received by Postbank prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form.

Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 Postbank may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Postbank 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.

### ***2.18 Opening of Tenders***

2.18.1 Postbank will open all tenders in the presence of tenderers' representatives who choose to attend,

**DO NOT OPEN BEFORE 13<sup>th</sup> November, 2018 at 10.00 a.m. Conference Room 5<sup>th</sup> Floor**

and in the location specified in the invitation to tender. 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 Postbank, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 Postbank will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

### ***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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Postbank in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers 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 Postbank will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Postbank 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 23, the Postbank will determine the substantial responsiveness of each tenderer 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 Postbank and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

### ***2.21 Conversion to a single currency***

2.21.1 Where other currencies are used, the Postbank 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 Postbank will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on the implementation of the Bandwidth Management System.

2.22.3 Postbank 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 2.22.4 and in the technical specifications:



- a) Operational plan proposed in the tender;
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

Postbank requires that the system 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 have required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

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

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

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide the System 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.

## ***2.23 Contacting the procuring entity***

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Postbank 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 Postbank in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## ***2.24 Award of Contract***

### **a) Post qualification**

2.24.1 Postbank will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender and is qualified to supply the system satisfactorily.

2.24.2 The determination will take into account the tenderer's 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 2.1.2, 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 Postbank will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.4 Subject to paragraph 2.29 Postbank 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 supply the system satisfactorily.

2.24.5 The Postbank 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 Postbank determines that none of the tenderers is responsive; Postbank shall notify each tenderer who submitted a tender.

2.24.6 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.

### ***2.25 Notification of award***

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Postbank pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, Postbank will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

### ***2.26 Signing of Contract***

2.26.1 At the same time as the Postbank 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.

2.26.2 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.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## ***2.27 Performance Security***

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

2.27.2 Failure of 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 Postbank may make the award to the next lowest evaluated or call for new tenders.

## ***2.28 Corrupt or Fraudulent Practices***

2.28.1. Postbank 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.

2.28.2 Postbank 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;

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

### **3.0 SPECIFICATIONS FOR THE BANDWIDTH MANAGEMENT SYSTEM.**

#### *Preface.*

Postbank needs to make sure that employees and customers can connect and work productively with mission-critical applications always and from any location. The performance and efficiency of the data center and WAN network can be easily compromised by the ever-increasing demand for LAN, WAN and Internet bandwidth driven by cloud, mobile and video applications. Moreover, the growing complexity of workplace devices and users, have opened complex attack vectors for web threats to infect user devices, get into the network, and harm business productivity and viability.

Postbank services are based on mission critical online applications and very sensitive in terms of security, availability and online responsiveness. Internal and external clients (users) expect speedy, secure online experience and zero network downtime. When mission critical services are slow or unavailable every business metric suffers.

#### *Business Requirements and Objectives.*

Postbank has a complex network infrastructure which contains various applications such as CBS application, mobile and internet banking, email & other mission critical servers and layer 3 systems. To facilitate effective communication, the Bank relies on MPLS WAN connectivity for access to centralized ICT resources located at the Head office.

The requirement is to source for a solution that can provide LAN, data center, Internet and WAN bandwidth management capabilities. The solution should facilitate the IT team to have a visibility of the entire network in terms of the users, applications, devices and traffic metrics. This should include-:

- Granular and hierarchical traffic management - Virtualize bandwidth per branch, application, user or department and manage each as an entity by setting CIR, burst and prioritization metrics.
- Deep Packet inspection to gain accurate visibility of all the applications to/from the data center and the WAN network.
- Granular and hierarchical QoS policy control (per application, user, endpoint, department, branch, link etc)

- Prioritize (expedite) real-time applications e.g. VoIP and VC, database applications, web applications etc. whenever they are on the network whilst other general internet traffic to be categorized as best effort.
- Real-time and long term monitoring and reporting on network traffic for each network segment.

This should entail-:

- a. Application server round trip time and user QoE for critical applications.
  - b. Branch statistics / utilization reports
  - c. Top xx trends e.g. users, applications or hosts
  - d. Application / Protocol reports
  - e. Information drill down analysis
  - f. Bandwidth usage percentile reports
- Reduce the attack surface by controlling risky applications e.g. peer to peer networks, identify and block proxy, unauthorized SSL tunnels and remote access services.
  - The bandwidth management platform should provide software extendable throughput, from **with a base of 500Mbps upgradeable via Software license upto 8 Gbps** for visibility and application control (DPI and QoS).

The Hardware should be designed to support NFV (network function virtualization) and should enable steering of traffic for value added services such as AV/AS scanning for network based end point protection, web and application filtering, SMTP out inspection and DDoS mitigation.

### *Solution Architecture.*

The bandwidth management solution should be able to provide inline inspection of all WAN and data center traffic flows.

In addition, the solution should entail a centralized NMS which should provide centralized monitoring and configuration dashboards. The NMS should also provide capability to integrate with the Active Directory /AAA/ DHCP to provide DNS resolution of IP addresses to the respective network usernames and device IDs.

The vendor's bandwidth management platform will innovatively leverage several latest technologies such

as:

- Virtualization – Support virtualized functions in the control plane.
- Deep Packet Inspection up to L7
- Business intelligence (BI) and analytics
- SSL inspection
- DDoS Mitigation and Spam out protection
- QoS control and QoE measurements.

### 3.1 Evaluation Factors

#### 3.1.1 General Conditions & Mandatory Requirements

No.	Documents to be Submitted	Bidders Response
1.	Name of Business Business Address Business Phone Number	Information required
2.	Names of Directors/Partners of Firm	Details required
3.	Indicate maximum value of business your firm has ever handled (Kshs.)	Details required
4.	Indicate Head Office Location	Details required
5.	A letter of introduction A one-page cover letter introducing the company and signed by the person(s) authorized to sign on behalf of, and bind the company to the statements made in the submission	Cover letter required
6.	Valid Current Tax Compliance Certificate (Certified copy)	Certified copy required
7.	Company Registration/incorporation certificate (Certified copy)	Certified copy required
8.	Certified copy of PIN certificate	Certified copy required
9.	Trade License	Certified copy of your Trade License
10.	Audited Accounts Reports	The last 3 years of audited Accounts

No.	Documents to be Submitted	Bidders Response
11.	Staff qualifications relevant to the project	Certified copies of certificates for technical support staff based in Kenya.
12.	Working with the Government of Kenya	Has your firm ever been barred by the government?
13.	Certificate from Manufacturer	Attached authorized certificate from manufacturer.
14.	Reference Sites	Indicate Reference sites where similar work has been successfully undertaken.
15.	One year Warranty or Manufactures warranty (whichever is higher)	Compliance statement required
16.	The bidder to provide necessary training after upgrade.	Indicate training outline
17.	Provide a copy of Service Level Agreement.	Draft required
18.	Undertake to provide and upgrade the necessary system firmware and licenses at no extra cost.	Compliance statement required
19.	Provide monthly reports on service monitoring and performance levels.	Compliance statement required
20.	No contracting a third party for the work.	Compliance statement required
21.	Bidder Must provide documentations of the solution Bided for and relevant schematic diagrams	Evidence required
22.	Bidder to provide Hardware and software details for the solution.	Details required

### 3.1.2 Technical Requirements

#### Physical Attributes

Feature	Description	Bidder's compliance with specifications
Network Location	Core Network	
Ports	8x 1 Gigabit RJ 45 Copper Interfaces	
Management Ports	2 x 1Gigabit Copper	
System supports SFP pluggable optics	Supporting: <ul style="list-style-type: none"> <li>• 1GBASE-T (Copper)</li> </ul>	
Power Supply	Dual hot plug, Redundant power supply	
External Bypass	Independent, passive bypass unit	

#### Performance Metrics

Feature	Description	Bidder's compliance with specifications
Visibility & Control	8 Gbps DPI / QoS throughput	



<b>Feature</b>	<b>Description</b>	<b>Bidder's compliance with specifications</b>
Throughput		
IP Flows	6 million	
Traffic Control Policies	3 level hierarchy with support of 1000 / 50,000 / 200,000 Policies	
Web Security Throughput	600 Mbps	
Supported Number of Users	5,000	

#### Architecture

<b>Feature</b>	<b>Description</b>	<b>Bidder's compliance with specifications</b>
Bypass	DPI device should support external passive Bypass Unit, 8 Port, Copper Bypass	
Availability	The solution should support high-availability design running in active-active configuration	
Network transparency	DPI systems should be invisible in the network i.e. it should operate on layer 2 and not introduce a network hop not by MAC, IP or VLAN	
Management & Data Plane	Device management plane and data path plane should be separated by design. Appliance should have local policy storage and must work unaffected should management be offline.	
Traffic Bypass	Traffic bypass module should be activated and deactivated via remote configuration for each link in the solution whenever desired	
Management	Network equipment should support policy creation via web GUI and CLI	

#### DPI and VAS

<b>Description</b>	<b>Bidder's compliance with specifications</b>
DPI appliance should have ability to inspect deep within the packet header up to L7.	

Description	Bidder's compliance with specifications
DPI appliance should be able to analyze, identify, report and manage traffic by port, protocol and application up to L7.	
DPI appliance should support both signature-based and heuristics-based traffic identification and analysis.	
DPI appliance should support traffic shaping for different types and applications of traffic. This should entail-: <ul style="list-style-type: none"> <li>• Rate limiting</li> <li>• BW Reservation</li> <li>• Blocking</li> <li>• Prioritizing</li> <li>• Redirecting</li> </ul>	
DPI appliance should support ToS or DSCP remarking different types and applications of traffic.	
Support user configurable protocol definition based on port, IP range and application	
DPI appliance should support Time of the Day traffic management and any type of policy actions	
DPI appliance should support network congestion detection in near real time mode.	
DPI appliance should support policy actions when network congestion is detected	
Network element should have the ability to detect worms, DOS and malware in both directions.	
Network element should have the ability to filter by URL supporting whitelist and blacklist.	
Network equipment should support framing and tunneling methods such as VLANs, MPLS, QinQ, L2TP etc	
Network equipment should have the ability to process asymmetric network traffic statefully	
Network equipment should have the ability to identify and control complex traffic profiles such as Skype and bittorrent	
Network element should be able to redirect / steer same traffic through multiple Value Added Services (service chaining)	

Identification

Description	Bidder's compliance with specifications
Network element should support distinction of subscribers by an address range	
Solution should support identification of subscribers by AD user name	
Vendor should explain the method of integration of the system with AD in detail.	
Network element should support identification of subscribers based on VLAN ids	
Network equipment should support controlling subscriber service with total	

Description	Bidder's compliance with specifications
bandwidth, bandwidth on demand and application	

### Reporting

#	Description	Bidder's compliance with specifications
1	Network equipment should be able to provide Top X style reports	
2	Reporting aggregated data and per-subscriber data should be supported	
3	System should provide reports on network threats and malicious traffic.	
4	System should be capable of exporting results in data form in some reasonable format such as CSV format	
5	System should have a web based front-end to for displaying and downloading reports and data	
6	Web Based front end should have user role assignment support.	
7	Web based user role assignment should support access levels for subscriber specific reporting (A user should be able to limited to its own traffic report details only)	
8	Customized reports and graphs should be supported. Customization mechanism should be explained in detail	
9	Scheduling of reports should be supported	
10	Scheduled reports should be sent automatically via e-mail, FTP or export to disk method.	
11	Reporting based on thresholds should be supported. (Example: Send an automatic report if total number of P2P sessions exceeds predefined value)	
12	System should be able to provide user reports for the top consumers	
13	Reports should include subscriber information for any type of identified subscribers	
14	System should support generation of reports including graphics and tables for daily, weekly, bi-weekly, monthly and in the desired time periods	
15	Conversation period, gateway address, type of the used voice coding information shall be displayed for VoIP traffic	
16	System should support differentiation of xxx VoIP service with other VoIP traffic and able to report and manage separately	
17	DPI solution should support generating reports for percentage of any given traffic type to total traffic. (Example: Subscribers using P2P service vs. Total Active Subscribers)	
18	Reporting GUI should support focusing on report on the report screen without a need to generate any additional reports. (Ex: In top n subscriber report, focusing 1 subscribers traffic usage)	
19	Vendor should state data capacity for the reporting storage	
20	Vendor should propose all the disk and hardware components within the project for reporting functionality	

#	Description	Bidder's compliance with specifications
21	Vendor should list the available report types within the solution and provide report example document	
22	System should be able to generate user reports based on subscriber grouping	
23	Reporting system should be capable of supplying real time reports in 30 seconds, 5 minutes granularity.	
24	Vendor will supply for how long Real time and long term data are kept in the system	
25	Reporting system must be available by GUI, and with ease of use to extract all possible reports given by the system.	
26	DPI solution should be able to export all data records including raw data to 3rd party systems if needed.	

Network Management Appliance

Description	Bidder's compliance with specifications
Management device should be physical server with the required software installed.	

## 4.0 FINANCIAL EVALUATION.

All bids should be inclusive of 16% VAT. For all the vatable items. All bidders will also present their financial proposal in a format close to the template below to facilitate ease of bids analysis.

### 4.1 Costs Breakdown

#	Description	QTY	Unit Price	Total Price
<b>1.0</b>	<b>Bandwidth Management System</b>			
1.1	DPI appliance as per the Technical requirements with 8x1GE interfaces	1		
1.2	1 x Gbe Copper Transceivers	8		
1.3	Full duplex 500 Mbps DPI throughput	1		
1.4	External, 8 Port Bypass Unit	2		
	Physical server - NMS server with DPI device management, BI analytics, upgradeable via Software license with end point	1		

1.5	AV / AS end point protection and web / application control security licenses.			
2.0	<b>Support</b>			
2.1	3 Year Support after warranty, Entailing: 24x7x365 helpdesk support Monthly Signature updates Software Updates & Upgrades Return to Factory Hardware Replacement and licenses.	1		
3.0	<b>Professional Services</b>			
3.1	Detailed Level Design Service Design and document complete solution architecture and technical requirements for implementation per Postbank specification	Lot		
3.2	Installation & Commissioning Engineer Service Onsite implementation engineer to support all implementation activities.	Lot		
3.3	Manufacturer's class based Level 1 Training for 3 Engineers including practical and proctored online exam (Include the training schedule and content).	Lot		
3.4	Others (specify)			
	Trade-in price for the current appliance (Allot AC 402)	One		
	Sub –total (Kshs.) (Minus the cost for trade in of AC 402)			
	16% VAT			
	<b>TOTAL</b>			

## 5.0 BANK'S INVENTORY.

### 5.1 Inventory of WAN/ LAN Equipment and Links.

#### 5.1.1 Branches.

No	Number of Branches	Router Model
1	77	Cisco 1841
2	7	Cisco 1941
3	20	Cisco 1921
4	1	Cisco 2901

No	Number of Branches	Switch Model
1	39	Cisco catalyst 3500XL
2	54	Cisco catalyst 3560
3	4	Cisco catalyst 3560X
4	2	Cisco catalyst 2960X

#### Number of Digital (MPLS links) per Service Provider.

##### 1. Safaricom

- Backhaul pipe capacity-
- Branch Links – 60 (Each with 1Mbps bandwidth capacity)

##### 2. Telkom Kenya

- Backhaul pipe capacity-
- Branch Links – 70 (Each with 1Mbps bandwidth capacity)

##### 3. Liquid Telecom

- Backhaul pipe capacity-
- Branch Links - 44 (Each with 1Mbps bandwidth capacity)

##### 4. Jamii Telecom

- Backhaul pipe capacity-
- Branch Links - 16 (Each with 1Mbps bandwidth capacity)

### 5.1.2 Head Office.

No	Equipment	Quantity	Description
1	Cisco 2811 Router	1	ROUTER
2	Cisco 3845 Router	1	ROUTER
3	Cisco switch 4500	2	LAN SWITCH
4	Cisco switch 3560 POE	2	LAN SWITCH
5	Cisco 3750 24-Port Switch	1	LAN SWITCH
6	Cisco 2950 24-Port Switch	4	LAN SWITCH
7	Cisco 3500 24-Port Switch	3	LAN SWITCH
8	Cisco 3560 24-Port Switch	13	LAN SWITCH
9	Cisco catalyst 3650 24-Port POE+	5	DC SWITCH
10	Cisco catalyst 3650 48-Port	3	DMZ SWITCH
11	Cisco 1900 24 Port Switch	1	ROUTER
12	Sarian Router MW3520	1	ROUTER
13	CISCO ASA 5510	1	FIREWALL
14	Cyberoam 1000i	1	FIREWALL

### 5.2 Major applications and services running on Postbank's LAN/WAN.

#### Symbols Banking Application

The main data processing center is located at the Head office. The primary banking application is **Symbols** Retail Banker, based on Client/Server architecture. **Symbols** Branch Teller module is the branch banking application based on Windows Server 2012 and Windows 7 thick clients.

#### Electronic Transacting Switch

The bank has a Postilion switch that drives the bank's ATM and Point of Sale service delivery channels. The switch automatically sends daily transaction reports to all Postbank branches through the Exchange Mail engine.

#### Mail Engine

The bank has in place a Microsoft Exchange 2012 server that is centrally located at the Head Office. Clients connect to this server over the LAN/WAN using Microsoft Outlook application and Internet Explorer (OWA). Mail access over the Internet has also been allowed.

## **Telephone and Fax**

The bank is running a Voice Over Internet Protocol [VOIP] Telephony solution managed through the Siemens HiPath 4000 PABX from the Head Office to all branches with digital circuits.

## **Mobile and Internet banking**

MIB services are offered by the bank through an outsourced WAP server located in the demilitarized zone of the Bank's Network.

## **Other Applications/Services Supported**

Other major applications and equipment supported on the LAN/WAN include Office Automation applications (Microsoft Office suite), Web based applications and connectivity to the Western Union global Network using private and public IP addresses.

### ***5.3 Wide Area Network.***

Postbank network infrastructure majorly consists of Digital MPLS links with each service provider having implemented a backhaul link connecting to the HQ core Router network device situated in Head office. The links for branches are standard 1Mbps capacity with each of the 99 branches having a Primary and Secondary circuit. Transmission technology used to implement the branch connectivity links range from Fiber, WiMAX, VSAT, Microwave (Ceragon/Bespoke).

The main service providers for the bank are:

1. Safaricom
2. Telkom Kenya
3. Liquid Telecom
4. Jamii Telcom

The bank also has a Data Recovery (DR) Site with each of the service providers in the process of implementing redundant backhaul links to act as a backup in case of disaster recovery.



#### *5.4 Internet Service provider*

The bank has MTN business as the primary ISP with 20Mbps Bandwidth allocation and Liquid Telecom as the backup/redundant ISP also with 20Mbps Bandwidth allocation.

#### *5.5 Postbank APN through Safaricom.*

The bank's branches and Mashinani agents have GPRS Point of Sale Terminals connecting through Safaricom GPRS network to the bank via an APN connection (Leased link) of 1 Mbps P2P pipe. There is also a secondary Liquid Telecom link of 1 Mbps using WiMAX between Safaricom and the bank.

The bank also has Sarian Wireless Routers meant to be used to connect to the Postbank network remotely using the Safaricom GPRS sim cards mapped to the APN (Leased link).

#### **Note**

Cisco ASA 5510 firewall is used to protect the corporate bank information systems from the outside and a Unified Threat Management appliance CR1000iNG is used to dynamically filter the content; it is also used to detect viruses, Spam and intrusion from the internet. The Bank's business partners are connected behind the firewall as well.

## **6.0 GENERAL CONDITIONS OF CONTRACT**

### **6.1 Definitions**

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 system” means system to be provided by the contractor including Appliance and software which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **6.2 Application**

6.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### **6.3 Standards**

6.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

## **6.4 Patent Right's**

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

## **6.5 Performance Security**

6.5.1 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 Special Conditions of Contract.

6.5.2 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.

6.5.3 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.

6.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

## **6.6 *Inspections and Tests***

- 6.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the system to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 6.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 6.6.3 Should any inspected or tested system fail to conform to the Specifications, the Procuring entity may reject the system, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 6.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **6.7 *Payment***

- 6.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

## **6.8 *Prices***

- 6.8.1 Prices charged by the contractor for system implemented under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

## **6.9 Assignment**

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

## **6.10 Termination for Default**

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

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

6.10.2 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar system.

## **6.11 Termination of insolvency**

6.11.1 The procuring entity may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

## **6.12 Termination for convenience**

6.12.1 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 entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

### **6.13 Resolution of disputes**

6.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

6.13.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **6.14 Governing Language**

6.14.1 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.

### **6.15 Force Majeure**

6.15.1 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.

### **6.16 Applicable Law.**

6.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

## **6.17 Notices**

6.17.1 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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

## 7.0 SPECIAL CONDITIONS OF CONTRACT

7.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

7.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	A performance security of 10% of the contract price in the form of a banker's Cheque or guarantee will be required from the winning bidder
3.8	Payment shall be made on a quarterly basis and payment process shall commence upon submission of invoice.
3.9	Prices shall be maintained for the entire four (4) year contract period
23.14	In case of a dispute between the purchaser and the supplier, the dispute shall be referred arbitration in accordance with the laws of Kenya.
3.17	The applicable law shall be Kenyan Law
3.18	Kenya Post Office Savings Bank P.O Box 30311-00100, NAIROBI, GPO. Suppliers contact to be furnished.



## **8.0 STANDARD FORMS**

### **LIST OF STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender-Securing Declaration
6. Performance security form
7. Bank guarantee for advance payment
8. Non-Debarment Statement form
9. Integrity Form

**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, of which is hereby duly acknowledged, we, the undersigned, offer to provide. [Description of services] 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*  
duly authorized to sign tender for and on behalf of \_\_\_\_\_

Name ..... in the capacity of  
.....

Signature of Tenderers.....

Duly authorized to sign the Tender for and on behalf of .....

Dated on .....day of ..... 20  
.....

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

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

**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 materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of ..... [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 materials and spares 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 \_\_\_\_\_.

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

<p><b>Part 1 General</b></p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No,..... Street/Road .....</p> <p>Postal address .. Tel No. .... Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ..</p> <p>Name of your bankers .....</p> <p>Branch .....</p>
--

	<p><b>Part 2 (a) – Sole Proprietor</b></p>																				
	<p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p><b>Part 2 (b) – Partnership</b></p>																				
	<p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p><b>Part 2 (c) – Registered Company</b></p>																				
	<p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

## **TENDER-SECURING DECLARATION**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
  - a) Have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet;  
or
  - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**PERFORMANCE SECURITY FORM**

To: .....

[Name of the 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 services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[Amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
*[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

\_\_\_\_\_  
Signature and seal of the Guarantors

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

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

**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

**INTEGRITY DECLARATION**

I/We/Messrs.....of ..... Street/avenue,  
..... Building, P. O. Box.....Code ....., of ..... (town), ..... (Nationality), Phone  
..... E-mail ..... declare that Public Procurement is based on a free and fair  
competitive tendering process which should not be open to abuse.

I/We ..... declare that I/We  
will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their  
relations or business associates, in connection with

Tender name: .....

Tender No. ....

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this ..... day of ..... 20.....

Authorized Signature.....Official Stamp .....

Name and Title of Signatory.....



**NON-DEBARMENT STATEMENT FORM**

I/We/Messrs..... of ..... Street/avenue,  
..... Building, P. O. Box.....Code ....., of ..... (town), ..... (Nationality), Phone:  
..... E-mail ..... declare that I/We /Messrs .....  
are not debarred from participating in public procurement by the Public Procurement Oversight Authority  
pursuant to section 41 of the Public Procurement and Disposal Act, 2015.  
Dated this ..... day of ..... 20.....  
Authorized Signature.....Official Stamp .....  
Name and Title of Signatory.....