

KMTC/QP-17/S32



KENYA MEDICAL TRAINING COLLEGE

TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A
CONSOLIDATED INTERNET VIRTUAL PRIVATE NETWORK/IP MPLS
CONNECTIVITY SYSTEM**

TENDER NUMBER: KMTC/01/2020-2021

CLOSING DATE: 28TH JULY, 2020 AT 10.00 A.M

Contents

TENDER NOTICE FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A CONSOLIDATED INTERNET VIRTUAL PRIVATE NETWORK/IP MPLS CONNECTIVITY SYSTEM	..4
A. Abbreviations	5
B. Background	5
C. Objectives	6
SECTION II – INSTRUCTIONS TO TENDERERS	7
2.1 ELIGIBLE TENDERERS	7
2.2 COST OF TENDERING	8
2.3 CONTENTS OF TENDER DOCUMENTS	8
2.4 CLARIFICATION OF DOCUMENTS	8
2.5 AMENDMENT OF DOCUMENTS	9
2.6 LANGUAGE OF TENDER	9
APPENDIX TO INSTRUCTIONS TO TENDERERS	16
SECTION III – GENERAL CONDITIONS OF CONTRACT	18
4. SECTION IV – SPECIAL CONDITIONS OF CONTRACT	21
Scope of Work	21
FINANCIAL REQUIREMENTS	27
D. Qualifications and Experience of Key Personnel	30
E. Evaluation Criteria	31
F. Call for Proposals and Template	33
SERVICE LEVEL AGREEMENT (SLA) AND SUPPORT	37
FORM OF TENDER	38
FORM OF TENDER SECURITY	39
PERFORMANCE SECURITY FORM	40
DECLARATION FORM	41
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF	43
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF	44
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF	46
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF	48
QUALIFICATION INFORMATION	52
CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	54
PROCLAMATION	56
Appendix 3 FIRMS REFERENCES / IMPLEMENTATION TEAM EXPERIENCE	57
PROPOSAL CONTENT	58
TECHNICAL PROPOSAL SUBMISSION FORM	59
3.0 NOTES ON STANDARD FORMS	63
3.3. TENDER SECURITY FORM/DECLARATION FORM	64
3.4. CONTRACT FORM	65
3.5. PERFORMANCE SECURITY FORM	66

ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM	67
RE: Tender No.	68
Appendix 5 – FINANCIAL PROPOSAL	69
FINANCIAL PROPOSAL SUBMISSION FORM.....	70
ITEM DESCRIPTION PROPOSED	71
DECLARATION FORM	72
PROCLAMATION	73

TENDER NOTICE FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A CONSOLIDATED INTERNET VIRTUAL PRIVATE NETWORK/IP MPLS CONNECTIVITY SYSTEM



KENYA MEDICAL TRAINING COLLEGE

ISO 9001:2015 certified institution

CERTIFICATION BODY: Kenya Bureau of Standards (KEBS).

TENDER NOTICE

Kenya Medical Training College invites eligible firms and contractors for proposed works/services as described in the table below:-

S/NO	Tender No.	Tender Description	Tender Security Amount (Ksh)	Closing date	Targeted category
1.	KMTC/01/2020-2021	Supply, Installation, Testing and Commissioning of a Consolidated Internet Virtual Private Network/IP MPLS Connectivity System.	1,000,000.00	28/07/2020	Open

Tender documents with full specifications can be obtained from the KMTC Headquarters, 1st Floor – Procurement Office, upon payment of non-refundable fee of Kenya Shillings one thousand (Kshs. 1,000/=) in bankers' cheque for the above tenders. Cash is strictly not acceptable. All tenders can be viewed and downloaded from the website: www.kmtc.ac.ke or <http://tenders.go.ke> at no cost. Bidders who download documents from the website should register their Tenders at KMTC Headquarters, Procurement Office during normal working hours (08.00 am – 5.00 pm) from Monday to Friday.

Completed Tender documents, in plain sealed envelopes clearly marked with the relevant Tender number (s) and bearing no indications of the sender, must be submitted in the manner described in the Tender documents and addressed to:-

The Chief Executive Officer
Kenya Medical Training College
P O Box 30195-00100,

NAIROBI

and be deposited in the Tender Box situated at the Entrance of the KMTC Administration Block, Headquarters Nairobi, on or before 28th July, 2020 at 10.00am.

Prices quoted must be net (V.A.T Inclusive) expressed in Kenya Shillings and should remain valid for 120 days from the closing date of the Tender while the Bid Bond shall remain valid for 150 days. Tender documents will be opened immediately thereafter in the presence of bidders or their representatives who choose to attend at the Principal's Boardroom.



Quality health training towards realization of Vision 2030



CHIEF EXECUTIVE OFFICER

A. Abbreviations

ERP	:	Enterprise Resource Planning
IP	:	Internet Protocol
ISP	:	Internet Service Provider
LAN	:	Local Area Network
KMTC	:	The Kenya Medical Training College
MPLS	:	Multiprotocol Label Switching
TCO	:	Total Cost of Ownership
VPN	:	Virtual Private Network
WAN	:	Wide Area Network
PPIP	:	Public Procurement Information Portal
SCC	:	Special Conditions of Contract
CAK	:	Communication Authority of Kenya
VAT	:	Value Added Tax

B. Background

The Kenya Medical Training College (KMTC) is a State Corporation established under the KMTC Act, Cap 261, of the laws of Kenya, under the Ministry of Health. Founded in 1927, KMTC is the oldest and largest Medical Training and Research Institution in Kenya and within the East Africa region. The College comprises of its headquarters and 71 Campuses strategically located in various parts of the country.

In partnership and collaboration with donors and other stakeholders, KMTC has been implementing various learning management systems under different projects to scale up health worker training at the pre- and in-service levels through the use of ICT.

As part of its strategy for innovation, growth and as part of the ongoing Enterprise Resource Planning (ERP) rollout KMTC wishes to invite bids from qualified internet service providers to offer Internet Virtual Private Network connectivity designed to speed and shape traffic flows across the KMTC corporate Wide Area Network. Internet Virtual Private Network with centralized internet connectivity designed towards scalable and adoptable designs whilst helping KMTC gain operational efficiencies, reduce both Total Cost of Ownership (TCO) and operational costs.

The service provider is expected to familiarize themselves with all the instructions, the scope of the assignment, terms of reference and specifications in this tender document. Failure to furnish

all information required by the documents or to submit a bid not substantially responsive to the document in every respect will result in rejection or disqualification.

C. Objectives

The objective of the Wide Area Network and Local Area Networks included the following;

- a) **Functionality:** The network must work. That is, it must allow users to meet their job requirements. The network must provide user-to-user and user-to application connectivity with reasonable speed and reliability.
- b) **Integration and Update:** Currently there already in place are well installed, designed, managed and modern Local Area Networks at both KMTC HQ and KMTC Nairobi. There are other remote campuses LAN's that need to access the resources at KMTC HQ, however, many of those LAN's are using technologies that are incompatible with each other, much of the equipment used is out of date and they are not yet connected to a system-wide network. The Internet VPN will integrate and update these Local Area Networks to be able to be supportive, productive and enable collaboration across the system.
- c) **ICT Security:** The LAN's/WAN's need to be built with security as an area of high priority. This will provide secure administrative computing services to the main LAN at KMTC HQ/Nairobi and the other remote campuses. The design is logically and physically isolated from unauthorized persons.
- d) **ICT Authority recommended GOK standards:** To come up with LAN's/WAN's that conforms as much as possible to the ICT standards and guidelines developed by the ICT Authority which are actually based on or derived from acceptable and widely used international standards.
- e) **Versatile Information Processing and use:** The LAN's/WAN's will enable users to retrieve, process, and store ASCII and non-ASCII text, still graphics, audio, and video from any connected computer.

- f) **Collaborative Activities:** The LAN's/WAN's will optimize the features and capabilities of diverse equipment's to provide a collaborative medium that helps users combine their skills regardless of their physical locations. Such kind of a network environment will enable the KMTC community and other stakeholders to be able to share information and ideas easily so that they can be able to work more efficiently and productively. This objective is not limited to the Enterprise Resource Planning Systems only.
- g) **Scalability:** The LAN's/WAN's must be able to grow. That is, the initial design should grow without any major changes to the overall design.
- h) **IP Telephony:** The LAN's/WAN's designs are expected to converge and support IP Telephony and VOIP with managed switches capable of supporting POE, unicast and multicast after the necessary configuration which is largely to be software based. Traditional PABX systems will continue to play a substantial role during the entire period.
- i) **Adaptability:** This proposal seeks to describe LAN's/WAN's that are designed with an eye toward future technologies, it should include no element that would limit implementation of new technologies as they become available.

Manageability: Finally, this proposal is seeking to describe LAN's/WAN's that are designed to facilitate network monitoring and management to ensure ongoing stability of operations.

SECTION II – 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. Kmtc 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 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 Kmtc 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 Kmtc 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 be Kshs. 1,000/= or downloaded free of charge from kmtc website or PPIP portal.

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 security form

xi) Performance security form

xii) Declaration 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 Kmtc in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Kmtc 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 Kmtc. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. Kmtc 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, Kmtc, 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, Kmtc, 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 Kmtc, 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 8, 9 and 10 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;

Tender security furnished is in accordance with

Clause 2.12 d. confidential business questionnaire e.

Declaration form

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 services to be performed.

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 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. At tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Price variation requests shall be processed by Kmtc within 90 days of receiving the request.

2.10 TENDER CURRENCIES

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

2.11. Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Kmtc 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 Invitation to tender.

2.12.2 The tender security shall be in the amount of **Kshs. 1,000,000.00** from a reputable financial institution.

2.12.2 The tender security/declaration form is required to protect Kmtc against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a kmtc guarantee or a kmtc draft issued by a reputable kmtc located in Kenya, in the form provided in the tender documents or any other form acceptable to Kmtc and valid for one hundred and fifty (150) days beyond the validity date of the tender.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1, 2.12.2 and 2.12.3 will be rejected by Kmtc as non-responsive, pursuant to paragraph 2.20 2.12.5 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 Kmtc.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by Kmtc 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 2.26 or
 - (ii) to furnish performance security in accordance with paragraph 2.27.
- (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 after date of tender opening prescribed by Kmtc, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Kmtc as non-responsive.

2.13.2 In exceptional circumstances, Kmtc 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 each“ of the „technical proposal“ and „financial proposal“, properly bound and clearly marking each **“ORIGINAL FINANCIAL PROPOSAL”**, **“ORIGINAL TECHNICAL PROPOSAL”** and **“COPY OF FINANCIAL PROPOSAL AND COPY OF TECHNICAL PROPOSAL,”** 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.

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.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to Kmtc at the address given in the invitation to tender
- (b) Bear, Tender No. **KMTC/01//2020-2021**– Tender for supply, installation, testing and commission of Internet connectivity system for Headquarters and Seventy one (71) kmtc campuses: **“DO NOT OPEN BEFORE 28th July, 2020 at 10. 00a.m local time.”**

2.15.3 The inner envelopes only shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late” and also to enable the financial proposals to be returned unopened where the tenderer does not qualify for financial evaluation after technical evaluation.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kmtc 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 Kmtc at the address specified under paragraph 2.15.2 no later than **28th July, 2020 at 10.00a.m local time.**"

2.16.2 Kmtc 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 Kmtc 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 Kmtc 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 Kmtc 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 no 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 Kmtc may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Kmtc 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 Kmtc will open all tenders in the presence of tenderers' representatives who choose to attend after **28th July 2020 at 10.00a.m local time.**" 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 Kmtc, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders Kmtc 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 Kmtc in 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 Kmtc 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 Kmtc 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 2.22, Kmtc 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. Kmtc 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 Kmtc 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, Kmtc will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Kenya Medical Training College Kmtc of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 Kmtc will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to Evaluation Criteria spelt out in the tender documents in the Special Conditions of Contract.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 Kmtc 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 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

Kmtc 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 Kmtc's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment 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. Kmtc 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 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.

2.23. Contacting KMTC

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Kmtc 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 Kmtc 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 Kmtc will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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, as well as such other information as Kmtc 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 Kmtc will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.26 Kmtc 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.

2.24.4 Kmtc 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 Kmtc's action. If Kmtc determines that none of the tenderers is responsive; Kmtc shall notify each tenderer who submitted a tender.

2.24.5 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, the Procuring entity 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 Kmtc pursuant to clause 2.26. 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 2.27, Kmtc 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 Kmtc notifies the successful tenderer that its tender has been accepted, Kmtc will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kmtc.

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 Kmtc, 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 Kmtc.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Kmtc may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 Kmtc 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 Kmtc 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.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A CONSOLIDATED INTERNET VIRTUAL PRIVATE NETWORK/IP MPLS CONNECTIVITY SYSTEM

for Headquarters and seventy one (71) Campuses shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

. 1. APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers.

Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers to Particulars of appendix to Instructions to Tenderers

Instructions to tenderers	Particulars of appendix to Instructions to Tenderers
2.1.1	(i). Eligible Tenderers shall be firms that are dealing in Provision of Internet connectivity and licensed by CAK
2.2.2	The price to be charged for hard copy tender document shall be Kshs.1,000.00 and free for downloading from the kmtc website or PPIP website .
2.4.1	Clarification may be sought 7 days before deadline for submission of tenders.

2.7	The tender prepared by the tenderer shall comprise in addition to documents specified under clause 2.7 all other documents described in clause 2.3.1 of this tender document and any other document required in determining qualification of the tenderer
2.9.2	Price quoted shall be net inclusive of VAT(16%) and all other taxes payable
2.10	Prices shall be quoted in Kenya Shillings
2.11.1	Proof of eligibility and qualifications documents of evidence required (See qualification criteria below).
2.12.2	Tenders must be accompanied by a Tender Security of Kshs. 1,000,000.00 , valid for 150 days
2.13.1	The validity period of the Tender shall be 90 days from the closing date of Tenders and price validity of 120 days .
2.13.1	Bidders to submit one original and one copy for both technical and financial proposals Closing date of the Tender shall be 28th July,2020 at 10:00 am
2.14	Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security equal to 10% of the contract amount valid for the period of the contract

SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between Kmtc 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 contractor including materials and incidentals which the tenderer is required to provide to Kmtc under the Contract.
- d) “The Procuring entity” means Kmtc, 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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

The tenderer shall indemnify Kmtc 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

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

3.6.2 The proceeds of the performance security shall be payable to Kmtc 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 Kmtc and shall be in the form of:

a) A Bank guarantee only.

3.6.4 The performance security will be discharged by Kmtc 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.

3.7 Inspections and Tests

3.7.1 Kmtc or its representative shall have the right to inspect and/or to test the goods, works and services to confirm their conformity to the Contract specifications. Kmtc shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 Should any inspected or tested goods, works or services fail to conform to the Specifications, Kmtc may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Kmtc.

3.7.3 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for goods, works or services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender or in Kmtc 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.

3.10 Assignment

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

3.11 Termination for Default

Kmtc 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 any or all of the goods and services within the period(s) specified in the Contract, or within any extension thereof granted by Kmtc.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.

If the tenderer, in the judgment of Kmtc has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In this event KMTC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods, works and services similar to those undelivered, and the tenderer shall be liable to KMTC for any excess costs for such similar services.

3.12 Termination of insolvency

KMTC 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 KMTC

3.13 Termination for convenience

3.13.1 KMTC 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 KMTC 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 Kmtc may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

Kmtc 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.

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.

3.15 Governing Language

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 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or E-mail and confirmed in writing to the other party's address specified in the SCC

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

4. SECTION IV – SPECIAL CONDITIONS OF CONTRACT



Technical Specifications and Terms of Reference for the supply, installation, testing and commissioning of a Consolidated Internet Virtual Private Network/IP MPLS Connectivity system

Scope of Work

The tables in the following pages summarizes the Scope of Work for the Setup of KMTCC Internet Virtual Private Network.

KMTCC HQ/Nairobi Campus WAN Project Non-Recurrent Costs Requirements and Deliverables
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1. Internet Services

Description	Item Details	Current Available	Required	Remarks
Internet/ WAN Routers.	Campus Entrance router for routing to and from LAN and Internet/WAN.	Cisco 2800 Series with several expansion slots and Two Fast Ethernet ports.	Cisco 2800 Series with several expansion slots and Two Fast Ethernet ports.	Cisco 2800 router to serve as the WAN MPLS router after the necessary configurations have taken place. ICT to provide new IP addressing Scheme for LAN and WAN Interfaces. The Cisco 2800 Series was provided. Currently located at the Main Server Farm located at the JICA Complex. Any necessary configuration on the router to be performed by the ISP. KMTTC will perform configurations for the Active Devices (LAN Switches - Layer 2 and 3).
Equipment Rack (Service Providers)	Service providers KMTTC HQ/Nairobi MDF/POP for housing all the CPE's both active and non-active.	15 HU Wall Mount Equipment Rack.	15 HU Wall Mount Equipment Rack. Equipment rack MUST be earthed/grounded.	This is amongst the CPE's provided, delivered and fitted by the provider. Already available on site and currently mounted at the Main Server Farm which is the location of the KMTTC HQ/Nairobi Campus MDF and POP. Providers property.
Equipment Rack (KMTTC)	MDF for housing all LAN active and non-active equipment.	42 HU Wall Free Standing Equipment Rack.	Already available complete with fans, PDU's, locks and of good quality. Equipment rack MUST be earthed/grounded.	Currently houses all the LAN/WAN/Internet active and Non-active equipment with the exception of the entrance switch. Outside providers Scope of Work.

Entrance Switch	Campus Entrance Switch for switching to and from LAN and Internet/WAN.	Alcatel Managed Switch.	Provider is free to use any model available at their discretion.	To delivered, installed and fitted at the 15HU Rack. This is part of CPE's provided and managed by the provider. Purpose is to aggregate connectivity from the external network to the enterprise network. It's a property belonging to the service providers. To be configured once delivered.
Indoor and Outdoor Units	Broadband Internet Wireless Equipment.	ODFM outdoor units.	Provider is free to use any model available at their discretion. Outdoor unit to be mounted at a clear line of site to providers nearest hub station to achieve maximum round trip latency of 100ms.	Already on site and not in use. These are part of CPE to be provided and managed by the provider. Remains service providers property.
Media Technology	Last Mile Media for Internet/WAN Connectivity.	Fiber Cable.	Fiber for the Main Link.	Already on site and currently being used actively by KMTC HQ/Nairobi Internet Service provider.
Internet Connectivity	Internet Connectivity for KMTC Main Campus and Satellite Campuses.	Same as description.	Connectivity at speeds of 110Mbps dedicated up and down.	Establishment of an internet connection at KMTC main campus and the satellite campuses. The connection shall be terminated at the KMTC main campus router & firewall.

Capacity.	Same as item.	Same as item.	Connectivity at speeds of 110Mbps dedicated up and down.	The internet connection should be a dedicated connection of at least 110Mbps/110 Mbps dedicated up/downlink to KMTC main campus, and at least 10Mbps/10Mbps up/downlink MPLS Wide Area Network (WAN) connection to the Nairobi Campus.
IP Addressing.	Internet and Private IP Addressing Scheme.	Same as description.	Provide public IP addresses (IPv4 and IPv6 IP addresses, a subnet block of /24 Public IPs for the router and servers. This should be provided for KMTC main campus and all the satellite campuses.	Provide public IP addresses (IPv4 and IPv6 IP addresses, a subnet block of /24 Public IPs for the router and servers. This should be provided for KMTC main campus and all the satellite campuses.
Monitoring Tool.	Cacti and Nagios.	Same as description.	Same as description.	The service provider should configure a network Management/monitoring tool for KMTC to monitor internet bandwidth utilization and link performance at the main campus and all the satellite campuses;
Configuration of Routers.	Provision and configuration of WAN routers.	Same as description.	Same as description.	The service provider shall avail routers for all the KMTCs and a firewall for the main campus.

Routing Protocol.	BGP routing protocol for MPLS.	Same as description.	Same as description.	The Supplier will implement BGP routing protocol for the MPLS network Implemented for ease of management.
Eduroam.	Integration to the Education roaming network	Same as description.	Same as description.	Wi-Fi coverage extension and setting up of Eduroam, the secure global roaming Wi-Fi service for academic institutions, as well as implementation of automatic on-boarding of users.
Cyber Security and Incident Response.	Protection of the member network.	Same as description.	Same as description.	Protect the Member's network against external network threats and cybercrime within reasonable limits.
Support.	Provide support as need arises.	Same as description.	Same as description.	Provide on call support with regards to network and related issues.
Hosting Services	Provide hosting services and mirroring to KMTC three sites as need arises.	Same as description.	Same as description.	Provide hosting services for KMTC website and sub-sites.
Backup	Provide backup services to KMTC critical services.	Same as description.	Same as description.	Provide virtual servers and offsite back-up space for KMTC on request.

Other	Cabling works installations to enable integration with to the available LAN.	Complete.	All cabling work and network installations MUST be structured and conform to acceptable international Standards.	All the CPE's to be fitted at the 15 HU Wall Mount Equipment Rack (Service Providers). UTP Cable to be routed to the KMTC provided (Available Equipment Rack). All the Cabling System installations to be guided by the ICT Authority Standards which are based and derived from acceptable international standards. The fiber was sponsored by KMTC HQ/Nairobi ISP under the KCTIP project.
2. WAN (Wide Area Network)				
Description	Item Details	Current Available	Required	Remarks
WAN	Provision of Wide Area Network Services for KMTC Satellite Campuses.	IP VPN Wide Area Network linking KMTC Satellite Campuses.	Provision of Wide Area Network Services for KMTC Satellite Campuses. (71 in number)	Establishment of a Wide Area Network (WAN) from KMTC main campus to all the satellite campuses via MPLS network with a minimum connection of 1Mbps/1Mbps
Notes:	Installers Scope of Work is Limited to the above. Installer to continuously report and update ICT during the above project. Project is to be verified, tested and inspected before final handover and Commissioning. Entrance routers are to be fitted at the KMTC provided equipment racks.			
Disclaimer:	This Scope of Work may be modified before or during the work progress to accommodate any new development. Non-Recurrent installation refers to initial setup of necessary hardware and testing of point to point connections to the HQ/Nairobi WAN router.			

FINANCIAL REQUIREMENTS

The Financial quotes should indicate:

- i). One off cost (installation costs where applicable)
- ii). Recurrent Monthly charges.
- iii). Prices quoted will be assumed to be VAT inclusive.
- iv). Prices should be quoted in Kenya Shillings

PRICE SCHEDULE FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF CONSOLIDATED INTERNET VIRTUAL PRIVATE NETWORK/IP MPLS CONNECTIVITY SYSTEM

KMTC Connection Requirements for the Headquarters and all the 71 Campuses					
No.	KMTC Campuses	Capacity in Mb/s	Medium of Connection	Non-Recurrent (one off) Cost (KShs)	Recurrent Monthly Cost (KShs)
1	KMTC HQ and Nairobi	120	Protected Fiber		
2	KMTC Bomet	10	Radio/fiber		
3	KMTC Bondo	10	Radio/fiber		
4	KMTC Bungoma	10	Radio/fiber		
5	KMTC Busia	10	Radio/fiber		
6	KMTC Chuka	10	Radio/fiber		
7	KMTC Chwele	10	Radio/fiber		
8	KMTC Eldoret	10	Radio/fiber		
9	KMTC Embu	10	Radio/fiber		
10	KMTC Garissa	10	Radio/fiber		
11	KMTC Gatundu	10	Radio/fiber		
12	KMTC Homabay	10	Radio/fiber		
13	KMTC Isiolo	10	Radio/fiber		
14	KMTC Imenti	10	Radio/fiber		
15	KMTC Iten	10	Radio/fiber		
16	KMTC Kabarnet	10	Radio/fiber		
17	KMTC Kakamega	10	Radio/fiber		
18	KMTC Kangundo	10	Radio/fiber		
19	KMTC Kapenguria	10	Radio/fiber		
20	KMTC Kapkatet	10	Radio/fiber		
21	KMTC Kaptumo	10	Radio/fiber		
22	KMTC Karen	10	Radio/fiber		
23	KMTC Karuri	10	Radio/fiber		
24	KMTC Kilifi	10	Radio/fiber		
25	KMTC Kisii	10	Radio/fiber		
26	KMTC Kisumu	15	Radio/fiber		
27	KMTC Kitale	10	Radio/fiber		
28	KMTC Kitui	10	Radio/fiber		
29	KMTC Kombewa	10	Radio/fiber		

30	KMTC Kuria	10	Radio/fiber		
31	KMTC Kwale	10	Radio/fiber		
32	KMTC Lake Victoria	10	Radio/fiber		
33	KMTC Lamu	10	Radio/fiber		
34	KMTC Lodwar	20	Radio/fiber		
35	KMTC Loitokitok	10	Radio/fiber		
36	KMTC Lugari	10	Radio/fiber		
37	KMTC Machakos	10	Radio/fiber		
38	KMTC Makindu	10	Radio/fiber		
39	KMTC Makueni	10	Radio/fiber		
40	KMTC Mandera	10	Radio/fiber		
41	KMTC Manza	10	Radio/fiber		
42	KMTC Mathari	10	Radio/fiber		
43	KMTC Mbooni	10	Radio/fiber		
44	KMTC Meru	10	Radio/fiber		
45	KMTC Migori	10	Radio/fiber		
46	KMTC Molo	10	Radio/fiber		
47	KMTC Mombasa	25	Radio/fiber		
48	KMTC Mosoriot	10	Radio/fiber		
49	KMTC Msambweni	10	Radio/fiber		
50	KMTC Muranga	15	Radio/fiber		
51	KMTC Mwingi	10	Radio/fiber		
52	KMTC Nakuru	15	Radio/fiber		
53	KMTC Nyahururu	10	Radio/fiber		
54	KMTC Nyamache	10	Radio/fiber		
55	KMTC Nyamira	10	Radio/fiber		
56	KMTC Nyandarua	10	Radio/fiber		
57	KMTC Nyeri	10	Radio/fiber		
58	KMTC Othaya	10	Radio/fiber		
59	KMTC Port Reitz	10	Radio/fiber		
60	KMTC Rachuonyo	10	Radio/fiber		
61	KMTC Rera	10	Radio/fiber		
62	KMTC Siaya	10	Radio/fiber		
63	KMTC Sigowett	10	Radio/fiber		
64	KMTC Tana River	10	Radio/fiber		
65	KMTC Taveta	10	Radio/fiber		
66	KMTC Thika	10	Radio/fiber		
67	KMTC Ugenya	10	Radio/fiber		
68	KMTC Vihiga	10	Radio/fiber		
69	KMTC Voi	10	Radio/fiber		
70	KMTC Wajir	10	Radio/fiber		
71	KMTC Webuye	10	Radio/fiber		

	TOTAL				
<i>Disclaimer:</i> The capacity requirements may be scaled up or down before or during the work progress to accommodate any new development.					

1. In addition to the above, interested bidders are required to demonstrate competence and describe how they will meet the following requirements as required by the client:
2. Internet Connectivity: Establishment of an internet connection at the Headquarters. The connection shall be terminated at the HQ router.
3. The internet connection should be a dedicated connection of at least 120 Mbps/ 120 Mbps dedicated up/downlink to HQ main campus, and at least 10Mbps/10Mbps up/downlink connection for all the 71 Campuses.
4. Medium: The primary internet connection to HQ should be via fiber optic link with redundant paths;
5. Should provide for burst periods during off-peak hours (evenings and weekend) at no extra cost.
6. IP Addressing: Provide public IP addresses (IPv4 and IPv6 IP addresses, a subnet block of /24 Public IPs for the router and servers. This should be provided for each of the KMTC campuses.
7. Latency: Expected average latency should be less than 200ms to the Internet, 4ms between HQ router and the service provider’s core router and less than 50ms between HQ router and campus routers.
8. Monitoring Tools: The service provider should configure a network Management/monitoring tool for KMTC to monitor internet bandwidth utilization and link performance at the main campus and the 71 campuses offices;
9. Configuration of Routers: The service provider shall avail routers for the HQ and campus offices
10. Routing Protocols: The Supplier will implement BGP routing protocol for the MPLS network Implemented for ease of management.
11. Eduroam: Wi-Fi coverage extension and setting up of **Eduroam**, the secure global roaming Wi-Fi service for academic institutions, as well as implementation of automatic on-boarding of users.
12. Cyber Security and Incident Response: Protect the Network against external network threats and cyber-crime within reasonable limits.
13. Provide dedicated on-call support with regards to network and related issues.

14. Provide hosting services for website and sub-sites.
15. Provide Virtual Servers and off-site backup and disaster recovery solutions for KMTC.
16. Provide a web-conferencing platform access for teaching and learning based and conduct training to faculty.
17. Provide Capacity development/Training to the client technical and academic staff on Campus Networks, Bandwith Monitoring Optimization, Cybersecurity.
18. Provide online virtual labs for training and testing purposes
19. Provide direct engineering services and campus advisory services for the KMTC campuses.
20. Provide support hosting and support for the KMTC LMS.
21. Access to National Optic Fibre Backbone (NOFBI)

WAN (Wide Area Network).

1. Establishment of a Wide Area Network (WAN) from HQ to the campuses via the Service Provider backbone (Using MPLS or any relevant technology at the service provider core) Network us network with a minimum connection of 1Mbps/1Mbps.
2. VPN (virtual private Network) set up between HQ and all the KMTC campuses.
3. Site-to-Site IPSEC VPN connectivity as requested by KMTC to banks.

D. Qualifications and Experience of Key Personnel

Documentary evidence of the relevant technical certifications of the proposed personnel for execution and oversight of the contract must be provided. Key personnel must demonstrate the under listed requirements:

- a. Expert and Professional Network certifications - CCIE level or equivalent is mandatory. Proof of this is required with the tender submission.
- b. Demonstrated experience with similar projects by nature & magnitude
- c. Experience with network security
- d. Network administration & management
- e. Experience with network optimization and security

Demonstrated experience with IP routing, IP QOS, BGP and MPLS

E. Evaluation Criteria

The following Evaluation criteria shall be applied notwithstanding any other requirement in the tender document.

(a) Mandatory Requirements

The following requirements MUST be met by the tenderer

No	Requirements	YES/NO
1	Copy of Certificate of Registration / Incorporation	
2	Copy of PIN / VAT Certificate	
3	Audited Financial Statements for the last two years (2018 and 2019)	
4	Valid Tax Compliance Certificate	
5	Communications Authority of Kenya valid license of being internet provider	
6	Duly Filled Confidential Business Questionnaire	
7	Bidders must serialize all pages for each bid submitted	
8	Duly filled form of tender in the format provided	
9	ICTA Accreditation for internet services and network security	
10.	Must submit a CR 12 certificate	

(b) Technical evaluation criteria

This section will be marked out of 100 and will determine the technical score.

No	Requirements	% Maximum	% Awarded
1	At least five (5) years in the business of similar nature.	5	
2	The vendor must have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose and the same should be accessed through a local toll-free number.	5	
3	Letters of recommendation from: 3 major clients. The Tenderer should have at least 3 contracts similar in scope, size and nature as those required in this call for tenders performed in the past three (3) years, describing the	5	

	subjects, the amounts, the dates, the percentage performed by the tenderer, and the contracting authorities.		
4	Company profile including management team and board of directors indicating the nature of business.	5	
5	Evidence of physical address and premises.	1	
6	The Vendor should be able to provide online usage report through web.	5	
7	A brief description about technical/administrative support team and complaint redress mechanism should be given.	5	
8	The vendor should have a fully functional Customer Service Centre in Nairobi which is operational 24 Hours.	2	
9	A clear organizational escalation matrix should be given.	5	
10	Bandwidth availability of the link to be established (should have minimum bandwidth of at least 110Mbps/110 Mbps uplink and downlink available at the Main campus and 10 Mbps/10 Mbps uplink and downlink at the satellite campuses;	5	
11	The vendor should provide a detailed presentation of the proposed connection model for internet and WAN connections	15	
12	Vendor should provide a Service Level Agreement, offering and guaranteeing minimum quality of service at 99.5 % of uptime availability.	5	
13	The ISP should have a team to implement /be in charge for the implementation of the contract that has the relevant contract profiles, knowledge and experience for the successful implementation of the contract	5	
14	Evidence of tenderer's support for Big blue Button E-learning platform for at least 5 clients	10	
15	Vendor should be able to provide Eduroam network (secure world-wide roaming service)	7	
16	Vendor should be in a position to provide Community Cloud Services including web hosting, Backup storage, Virtual labs etc.	5	
17	Evidence of proposed security infrastructure protection from cyber threats	5	
18	Evidence of capacity development/training offered by the ISP to its Clients Technical staff.	5	
	TOTAL	100%	

Note: The following documents or information must be presented by the vendor to prove technical and professional capacity to perform the proposed contract:

- A document stating the vendor's links to major ISPs outside Kenya
- A certified true photocopy of the valid CA License;
- CVs of the Sales, Network, and Financial experts who will be in charge for the contract implementation.

The vendor shall maintain the level of qualifications required for these three functions throughout the duration of the contract, through appropriate replacements if necessary.

Time schedule and terms: The assignment is to be undertaken within a period not exceeding one (1) month from the date of contract/tender award.

The vendor will provide Internet Bandwidth to the campuses inclusive of its last mile Access Network to Nairobi Campus.

Service Level Agreement: Vendors must submit a proposed Service Level Agreement (SLA) as part of their response. The college will consider agreements ranging from two (2) to three (3) years in length.

The proposed SLA will include a description of the Internet and related services provided, and where applicable, how these services will be measured. At a minimum, the SLA should describe how the vendor will ensure 99.5% circuit availability (uptime) and related commitments for frame/packet loss, network latency and jitter.

Additionally, the SLA should describe 24x7x365 trouble-reporting procedures, time to repair outage commitments, and provisions offered in the event of chronic trouble. The services described in the SLA shall be maintained to the specifications of these commitments throughout the term of the contract, and the selected vendor shall remediate any deficiencies at no cost to the College.

F. Call for Proposals and Template

Firms are invited to submit bid proposals conforming to the below format. Proposals should be submitted within two separate envelopes well marked as 1. **Technical Proposal** and 2. **Financial Proposal**.

Address Proposals to:

The Chief Executive Officer
 Kenya Medical Training College
 Off Ngong Road
 P.O. Box 30195 – 00100,

2. Other Requirements

1. KMTC will expect the highest quality of services. Therefore, services below the expected standards will not be accepted.

2. The Tenderer shall include all preliminaries e.g. insurance, security etc where applicable in the priced items. A separate claim for preliminaries will not be honored.
3. Payment for the services will be made upon certified completion. No claim for advance payment will be allowed.
4. The service provider will be required to maintain a high standard of cleanliness and housekeeping at the site.
5. Security of the KMTC and contractor's property within the area of work will be the responsibility of the service provider.
6. Working hours shall be Monday to Friday from 8.00am to 5.00pm except Public Holidays. Working outside these hours will be allowed only with the express authority of the Chief Executive Officer.
7. The sites for the works are inside quiet office Buildings. The successful Tenderer will at all times make sure that the client's operations and those users of the premises are NOT subjected to undue inconvenience throughout the entire contract period.

8. Penalty for non-performance

In the event of non-performance of the service provider, the KMTC will give the service provider a one-month notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to show improvement in his/her performance during the one-month notice, then the KMTC will terminate the contract and call up the KMTC Guarantee provided by the service provider.

4.1 Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract, (GCC), wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.1.1 Conditions for award: -A tenderer shall be deemed to be the winning bidder if it emerged to be the lowest evaluated bidder.

4.1.2 Bidders shall be required to fill a delivery date schedule for the execution of the contract.

	ITEM DESCRIPTION	PROPOSED DELIVERY DATE
1		
2		
3		
4		
5		

4.1.3 Delays in delivery and implementation of the mentioned services beyond the proposed delivery date or within the specified period in the contract, the procuring entity shall without prejudice to its other remedies under the contract, deduct from the contract prices liquidated

damages sum equivalent to a minimum of 2% of the delivery price of the delayed goods/services up to a maximum deduction of 10% of the delayed goods. After this the supplier may consider termination of the contract.

4.1.4 Bidders shall be required to indicate their total bid price (inclusive of all duties and taxes) in the Form of Tender. **The form of tender shall ONLY be binding if it is duly filled, signed and stamped, otherwise it shall be rejected.**

4.1.5 The final bid price contained in the Form of Tender shall be inclusive of all costs, duties and taxes associated with the Supply, Installation and Commissioning of the proposed software, user training and project team costs and associated system and maintenance support for the software.

4.1.6 **The successful bidder shall provide details, CVs and Certificates of the proposed project personnel and technical support team and 24-hour contact persons responsible for the Kenya Medical Training College.**

4.1.7 The successful bidder shall provide 24-hour technical support to the various users and propose a project team from KMTC for the entire project.

4.1.8 A detailed breakdown of all costs of the proposed KMTC Microsoft IT Academy shall be provided. Payment shall be made after the performance of the contract which shall include Supply, Delivery, Installation and Commissioning of a consolidated internet virtual private network/IP MPLS Connectivity Information System.

4.1.9 **Payments shall be made after fulfilling the contractual obligations have been performed satisfactorily.**

4.1.10 Prices charged by the supplier for the project performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the supplier in its bid.

4.1.11 **Subcontracts:** the supplier shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the Contract.

4.1.12 **Termination for Default**

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

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

(b) if the supplier fails to perform any other obligation(s) under the Contract

(c) if the supplier, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

4.1.13 Bidders shall be required to declare that they are not debarred from participating in public procurement by signing the form of statement of debarment in the tender documents.

4.2 Tendering Notes

4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform The Authority at once and have the same rectified.

4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform The Authority in order that the correct meaning may be decided upon before the date for submission of the tender.

4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the tenderer's tender due to mistakes which should have been rectified in the manner described above.

4.2.4 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

SECTION V – SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE

Due to high demands of bandwidth and need to harmonize our intranet, Kenya Medical Training College (KMTC) wishes to establish a seamless internet/intranet/extranet service plan in the Headquarters and its Seventy one campuses across the country.

This will allow seamless sharing of data and application among the campuses with a strategic aim of adding more campuses to this network. The network shall be fiber-based having:

- P2MP (point to Multi-point) link among the Headquarters and the campuses

- Direct internet link to every branch with a bandwidth as specified

- Supply and Install access point of at least 100metres range as per the site survey The Network MUST be secure, reliable, efficient and affordable.

- KMTC Campuses .

Optional Site Survey by the potential Internet service provider (ISP) to assess the existing network prior to Quotation Installation and configuration of Direct internet ,If additional equipment is required, indicate all the equipment to be supplied as KMTC assets and those that remains property of provider.

SERVICE LEVEL AGREEMENT (SLA) AND SUPPORT

- Performance Standards** – Indicate your Performance based on the following indicators:
- o Mean Time to Respond (in Minutes)
 - o Mean Time to Repair (in hours)
 - o Latency –KMTTC expects that in case of Latency, it will not exceed fifty-five (55) milliseconds. Commit or Clearly indicate if otherwise
 - o Packet Loss – KMTTC will accept Packet Loss ratio not greater than 0.5%. Commit or clearly indicate if otherwise.

Service Availability –KMTTC expects a guaranteed aggregate Service Availability of ninety-nine point nine five percent (99.95%). The ISP is expected to commit to this (in writing) or clearly indicate if otherwise.

SLA Credit Structure – KMTTC will demand Monthly SLA credits for any performance

below the set standards specifically on:

- o Service availability
- o Mean time to respond
- o Mean time to repair, Commit and indicate the rates and terms of Credit Payment or clearly indicate if otherwise.

Public IP Addresses – KMTTC expects the ISP to provide a FREE block of at least 20 usable public IP addresses. Commit or Clearly Indicate if otherwise.

Dedicated account management team with a **designated Account Manager**. Provide the contact details of the account manager and the support desk.

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, installation, testing and commissioning of Internet connectivity system for Headquarters and its seventy one (71) campuses in conformity with the said tender documents for the sum of..... (total tender amount in figures)

.....
.....
.....

(total tender amount in words) inclusive of all duties and taxes 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 commission the equipment and systems in accordance with the delivery schedule specified in the Schedule of Requirements.

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

4. We agree to abide by this Tender for a period of 90 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 that you may receive.

Dated this.....Day of.....2020

[signature] [in the capacity of] Duly authorized to sign tender for an on
behalf of Official Rubber Stamp

FORM OF TENDER SECURITY

WHEREAS.....

(hereinafter called
“the

Tenderer”) has submitted his tender dated.....for Supply, installation, testing and commissioning of Internet connectivity system for Headquarters and its seventy one (71) Campuses to Kenya Medical Training College KNOW ALL PEOPLE by these presents that WE,.....

.....

.....

..... having our

registered office (Hereinafter called
at “Kmtc”),

are bound unto (hereinafter called “the Employer”) truly to be made to the said Employer, the
Kmtc KMTC binds

itself, its successors and assigns by these presents, sealed with the Common Seal of the said KMTC
this.....day of2019

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers OR

2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

Date

Signature

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 [description of service] (hereinafter called “the AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a KMTC guarantee by a reputable KMTC 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.

Signed and seal of the Guarantors

[name of kmtc or financial institution]

[address]

[date]

DECLARATION FORM

STATEMENT OF VERIFICATION THAT THE TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSETS DISPOSAL ACT OF 2015

I, of P. O. Box
..... being a resident of
..... in the Republic of Kenya do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (name of the Company) who is a Bidder in respect of Tender No.
..... To supply goods, render services and/or carry out works for Kenya Medical Training College and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Medical Training College, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Medical Training College.

5. THAT what is declared hereinabove is true to the best of my knowledge information and belief.

.....

(Title) (Signature) (Date)

TEAM COMPOSITION AND TASK ASSIGNMENT

1. Technical/Managerial Staff.

	Name	Position	Assignment Task for Kmtc Project
1			
2			
3			
4			
5			
6			

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____ Project Manager_____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm_____ Nationality_____

Membership in Professional Societies_____

Detailed Tasks Assigned_____

Key Qualifications: (Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations)

Education: (Summarize college/University and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.)

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

Certification: I, the undersigned, certify that these data correctly describe me, my qualifications and my experience _____ Date_____

(Signature _____ of _____ Staff _____ member)

_____ Date_____ (Signature of
authorized representative of the firm) Full name of staff
member:_____ Full

name of authorized representative: _____

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

_____ Supervisor _____

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with

Firm _____ Nationality _____

Membership in Professional Societies _____

Detailed Tasks

Assigned _____

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

Education: (Summarize college/University and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.)

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

Certification: I, the undersigned, certify that these data correctly describe me, my qualifications and my

experience.

_____ Date _____

(Signature of Staff member)
_____ Date _____

(Signature of
authorized representative of the firm) Full name of staff
member: _____

Full name of authorized representative:

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____ Technical Personnel (1)

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm _____ Nationality _____

Membership in Professional Societies _____

Detailed Tasks Assigned _____

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

Education: (Summarize college/University and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.)

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

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

_____ Date _____
(Signature _____ of _____ Staff member) _____ Date _____

—
nature _____ (Sig
authorized representative of the firm) Full name of staff of
member: _____

Full name of authorized representative:

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____ Technical Personnel (2)

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm _____ Nationality _____

Membership in Professional Societies _____

Detailed Tasks Assigned _____

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

Education: (Summarize college/University and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.)

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

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

_____ Date____
(Signature _____ of _____ Staff _____
_____ member) _____ Date_____

—
nature authorized representative of the firm) Full name of staff (Sig of member: _____ of staff)

Full name of authorized representative:

About The Company

Company Name

Contact Person

Title

Head Office Address

Phone

Mobile

Fax

E-Mail

Web

Alternative Contact Name Person

Title

Address

Phone

Mobile

Fax

E-Mail

Web

Number of Offices Local/International (if any)

Annual Turnover

Association with Principal Company of the

Proposed solution

Area of Business Focus

Details of local partners if any

Company Resources

Total Employees

Total Employees based at Local Office

Total Implementation Technical Staff assigned to this project

Business Experience

Years in Business

MM/YY Since local office registered (if applicable)

Implementation Experience

Total implementations' in Kenya with References

Total implementation outside Kenya with
References

Total implementations' in the Industry with

References

STANDARDS & CERTIFICATIONS

Details of certification in Quality Standards, Processes and methodology at your organization (ISO, SEI-CMM, etc)

PROJECT MANAGEMENT Reference

How will the Training be covered in the proposed implementation? Provide details

Explain your Implementation Methodology

Provide details of Integration Methodology

Provide details of Support office/help desk

Give your experience in performance testing with

Reference

Give details of Methodology for Interface Testing

Provide details of Quality Management

Provide details of Risk Management

Details of your value additions proposed to be

brought into the implementation

Indicative project schedule for the implementation with Gantt Chart

References

QUALIFICATION INFORMATION

Official Receipt No.....

Date.....

.

I/We (Name of Firm)
hereby apply for Provision of
Internet Connectivity to sixty Branch Libraries

Postal Address.....Fax No.....

Tel..... E-mail Address.....

Town..... Street

Name of Building.....Room/Office NoFloor No.....

Full Name of Applicant

.....

....

Summary of Assets and Liabilities (As per latest Audited accounts)

1. Total Assets in Kshs

2. Current Assets in Kshs

3. Total liabilities in Kshs.....

Indicate total income from past two years (Kshs.....)

Referees (as per Technical Requirement (f) above):-

1) Name of Company.....

Address & Telephone:.....

Name of contact person:.....

2) Name of Company.....

Name of contact person:.....

3) Name of Company.....

Address & Telephone:

Name of contact person:

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in part I 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 I – General		
Business Name		
Location of Business premises		
Plot No.	Street / Road	
.....		
Postal Address	Tel. No.	
.....		
Nature of Business		
Current Trade License No.	Expiry Date	
.....		
Maximum value of business which you can handle at any time: K£:		
Name of your bankers		
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 Share	Nationality	Citizenship details
1.	

2.
.....
3.
.....
4.
.....

Part 2 (c) Registered Company

Private or Public

.....
.....

State the nominal and issued capital of company

.....

Nominal K£

.....
.....

Issued K£

.....
.....

Name Share	Nationality	Citizenship details
1.

2.

3.

4.

5.

Date: Signature of Candidate

.....

* If Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

PROCLAMATION

I / We the undersigned, state that, ALL the information we have provided in this document is correct and that I / We hereby give The Kenya Medical Training College authority to seek any references it may deem vital while carrying out their evaluation.

Name.....Designation.....Signature.....

Name.....Designation.....Signature.....

Name.....Designation.....Signature.....

_____ Official rubber stamp

Appendix 3 FIRMS REFERENCES / IMPLEMENTATION TEAM EXPERIENCE

Relevant services carried out in the last two years That Best Illustrate Qualifications Using the format below, provide information on each assignment for which your firm has participated in the last three years.

Assignment Name:	Country
Location within Country	Professional Staff provided by Your Firm/Entity (Profiles)
Name of Client:	Clients contact person for the assignment.
Name of Associated Consultants: if any	No of Months of Professional Staff provided by Associated Consultants
Name of Senior Staff (Project Director/Coordinator,	Team Leader) Involved and Functions Performed:
Narrative Description of Project	
Description of Actual Services Provided by Your Staff	

Firm's Name _____

Name and title of signatory; _____

Confidentiality of information

All information contained in the tender is confidential. Likewise, all information included by vendors in their proposals will be treated with utmost confidentiality.

Completion and submission of proposal

It should be understood that KMTC is not liable for any costs incurred by you in the preparation of your response to this tender. The preparation of your proposal will be made without obligation by KMTC to acquire any of the items included in your proposal, or to select any vendor's proposal, or to discuss the reasons why your proposal is accepted or rejected. It should also be understood that, if the proposal is accepted, it will form part of the contract which will be negotiated subsequently. Furthermore, the successful vendor must undertake not to make any reference to KMTC in any literature, promotional material, brochures or sales presentations without the express written consent of KMTC.

PROPOSAL CONTENT

All proposal sections must be clearly marked. For your convenience we have included an electronic version in suitable formats to be used to record your responses.

Structure of Proposal

The proposal should have the following general structure:

Section	Supporting Appendix
Executive Summary	
Tender Forms: 1 . Form of Tender 2 . Confidential business questionnaire 3 . Tender Security Form 4 . Contract Form 5 Performance Security/dully filled . declaration Form 6. Advance Payment 7. Sample letter of Notification Award	
Technical Proposal submission forms	Appendix 1
Company profile	Appendix 2
Firms References / Implementation Team Experience	Appendix 3
General Technical Specifications	Appendix 4
Financial proposal	Appendix 5
Other items of significance (e.g. sample software agreement)	

The following subsection will provide further guidance on the proposal.

Executive Summary

Details the Executive Summary and should contain summary cost and other information together with the perceived strengths of your proposal, and the reasons for proposing the configuration specified.

TECHNICAL PROPOSAL SUBMISSION FORM

Appendix 1 is the covering letter that details your understanding of the tender requirements and dates thereof.

Company Profile

Companies are required to complete Appendix 2 for themselves, and on any other vendors included in the proposal, whether supplying application software, training or support or hardware.

Firms References / Implementation Team Experience references

Bidders are requested to complete Appendix 3 and to provide, ideally, five reference sites which can be contacted or visited for a further demonstration of the systems and equipment proposed. These should preferably be companies similar in size and scope to Kenya Medical Training College and implementation completed. This also details the experience and the CVs for implementation team proposed for the project

Financial Proposal - Detailed breakdown of costs

Bidders shall be required to provide a detailed breakdown of costs of the proposed hardware and software. The breakdown of cost should be transferred to the form tender in format provided. Payment shall be made after the performance of the contract which shall include Supply, Installation and Commissioning of a consolidated internet virtual private network/IP MPLS Connectivity Information System

General Technical Specifications

This describes the general minimum technical requirement for the respective software systems.

Installation and implementation details. The proposal submitted should contain a list of what the supplier regards are the main milestone activities in the project, from agreement of the contract to full handover to Kenya Medical Training College. The responsibility for each activity should also be stated by the supplier. Information will be required particularly regarding:

1. the proposed delivery dates and installation timetable for the project;
2. any systems integration the supplier expects to have to carry out and the cost, if any,
3. user training timetables and synopsis of the training programs believed necessary;
4. Recommendations for the appointment of Kenya Medical Training College personnel to the project team for.
5. system testing:

when this will take place;

where this will take place;

responsibility for checking results;
system sign-off procedures for project;

Proposed method and timing for data conversion or loading, and the assistance the vendor can provide.

Contractual terms

Contracts

The vendor should insert in this section copies of their relevant standard contracts for:

1. Supply/delivery of the project;
2. Maintenance/support of project & any software;

Bidders should note that the final contract will make reference to the tender, the supplier's proposal and any subsequent correspondence between the vendor and Kenya Medical Training College.

The bidder should also indicate:

1. Whether any areas of the contract are not open to negotiation;
2. Extras such as training, etc., which are not included in the quoted price;
3. Price limitation provisions;
4. Guarantee for no price increase above a certain percentage;
5. Right for KMTC to withdraw from contract if the rate of increase exceeds a certain percentage. Protection for KMTC against:

1. Projects not delivered on time and budget
2. Systems not performing as specified;
3. Persistent breaking of stated conditions such as persistent failure to provide contracted service levels;
4. Quality of service;
5. Cost changes;
6. Time delays.

Proposal Binding

It will be assumed that all representations made in your proposal will be binding and that your organization has agreed to all requirements of the tender, unless specifically stated otherwise. Amendments or clarifications

Reservation of Rights

This is a tender request and is in no way to be construed as a commitment to purchase services on the part of KMTC. Even though your proposal may be rejected, KMTC reserves the right to use any of the concepts or ideas contained therein without incurring any liability. KMTC the absolute right to withdraw this tender, by written notice or to reject any or all proposals submitted in

response to this tender. KMTC further reserves the right to accept proposals from one or more prospective suppliers. KMTC shall not incur any liability whatsoever by reason of such withdrawal, rejection or acceptance

Proposal is not proprietary

All information furnished by any provider to KMTC under this tender, or in contemplation of a contract, shall be considered by KMTC to be the provider's property. All providers acknowledge that the information provided in response to this tender will not be returned, unless requested by the provider and at the provider's expense. Unless the information was previously known to KMTC free of obligation to keep it confidential, or has been or is subsequently made public by provider or an authorized third party, it shall be kept confidential by KMTC. Such information shall be kept confidential by KMTC in evaluation of provider's proposal, and will not be used for any other purposes except upon such terms as may be agreed upon between the provider and KMTC and in writing.

Payment terms

The payment terms agreed will be those acceptable to KMTC and the vendor. The terms will be tied in to acceptance tests, which will be on the individual elements of the project, as well as the complete project

Timetable

Whilst the bidder and KMTC will agree a detailed timetable for the implementation prior to the signing of a contract, the supplier should nevertheless provide a broad implementation plan with the tender laying out:

1. Key milestones;
2. Overall project durations (in months);
3. Key task dependencies;
4. Key constraints.

The bidder should give assurances as to their adherence to this timetable, including definition of roles and responsibilities, where appropriate.

Bespoke work

Should it be necessary for bespoke software to be written, confirmation from the supplier is required that ownership of the bespoke software will rest with Kenya Medical Training College.

Selection process

The process for review of the tender responses will include the objective evaluation of responses to:

(1) the questions, (2) the business requirements, and (3) the proposed fees. The ability to meet KMTC requirements as set forth in this tender, as well as the ability and experience to support

KMTC' long-term vision will also be assessed. If KMTC decides to purchase some or all of the services outlined in this tender, it is anticipated that finalists will be selected for final presentations. After all presentations and any required follow-up meetings are completed, the team intends to make a final supplier recommendation. Project planning with the successful supplier is expected to begin immediately after the selection is finalized and formalized.

Account Management Services

Kenya Medical Training College expects the successful supplier to designate an overall Account (or Relationship) Manager to the project, who will be available as needed, throughout the project. The account Manager will be working with ICT and the other departments under the co-ordination of KMTC representative assigned to the project. This individual needs to be able to communicate with these departments in an efficient and effective manner. Please include the biography of your proposed Account Manager with your response. Kenya Medical Training College reserves the right to interview and approve the supplier Account (or Relationship) Manager and Project Manager. The supplier team will be expected to have resources available for day-to-day contact for consulting support.

Other items of significance

Supplier should provide details of any significant matters which are not covered above.

2.15. Tender Submission Instructions

Tenderers are requested to observe the following Tender Submission requirements:

1. Technical proposal content to include the following among other information,

a. Appendixes' I,2,3, and 4

b. Standard Forms (see 3.0. pp 12)

- Form of Tender

- Confidential Business

Questionnaire •Manufactures

authorization form

Other technical details including brochures

2. Financial Proposal to include the following

- Appendix 5-

- Financial Proposal Submission Form

- Form of tender

- Statement of Verification that the firm is not debarred from public procurement

- Summary of costs

3.0 NOTES ON STANDARD FORMS

3.1. Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

3.2. Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

3.3. Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

3.4. Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

3.5. Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

3.6. Advance Payment.

This tender has no provision for any advance payment.

3.3. TENDER SECURITY FORM/DECLARATION FORM

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the Provision of Internet connectivity for seventy one (71) campuses (hereinafter called “the Tender”) Know All People by these presents that WE of having our registered office at (Hereinafter called “the Kmtc”), are bound unto [name of Procuring entity] (Hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Kmtc binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Kmtc this day of 29th July, 2020 .

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity: (a) fails or refuses to execute the Contract Form, if required; or (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers; We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender 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 Kmtc not later than the above date.

[Signature of the kmtc] (Amend accordingly if provided by Insurance Company)

3.4. CONTRACT FORM

THIS AGREEMENT made the day of 20 between Kenya Medical Training College of Kenya (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

Kenya Medical Training College invited tenders for [certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [contract price in words and figures]

(hereinafter called “the Contract Price). NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to: 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) The Tender Form and the Price Schedule submitted by the tenderer
- (b) The Schedule of Requirements
- (c) The Technical Specifications
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) The Procuring Entity’s Notification of Award 3. In consideration of the payments to be made by the Kenya Medical Training College to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kenya Medical Training College to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract 4. The Kenya Medical Training College hereby covenants to pay the tenderer in consideration of the provisions 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 KMTC)

Signed, sealed, delivered by the (for the tenderer in the presence of

3.5. PERFORMANCE SECURITY FORM

To KMTC

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 kmtc guarantee by a reputable kmtc 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 2020 Signed and seal of the Guarantors

[name of kmtc or financial institution] [address] [date]

ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We of Post Office Box declare that I / We recognize that Public Procurement is based on a free, fair and 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 No. for or in the subsequent performance of the contract if I/We am/are successful.

Signed by C.E.O. or Authorized Representative.

Name

Designation.....

Signature

Date

In case of sub-contracting

Signed by CEO of the firm to be subcontracted

Name

Designation.....

Signature

Date

RE: Tender No.

Tender Name

This is to notify you 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 CEO, KMTC

Appendix 5 – FINANCIAL PROPOSAL

To:

Notes on preparation of Financial Proposal

The Financial Proposal prepared by the tenderer should list the costs associated with the assignment. These costs normally cover all costs as may be applicable. The costs should be broken down to be clearly understood by the procuring entity. This tender for provision of Internet connectivity

The Financial Proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal. The tenderer may use additional paper if necessary to indicate the details of their costing.

The financial proposal should be prepared using the Standard forms provided in this part.

FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

a. Financial Proposal submission form. b. Form of tender c. Statement of Verification that the firm is not debarred from public procurement d. Summary of Costs.

FINANCIAL PROPOSAL SUBMISSION FORM

_____ (Date)

To:

(Name and Address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to Provision of Internet connectivity for Headquarters and its seventy one (71) Campuses with your tender Number..... dated (_____) (Date) and our Proposal. Our attached Financial Proposal is for the sum of (_____) (Amount in words and figures) inclusive of the taxes.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

_____ (Authorized signature)
_____ (Name and Title of Signatory)
_____ (Name of Firm)
_____ (Address)

WARRANTY CONSENT AND PROPOSAL FOR DELIVERY DATES Bidders shall be required to fill a delivery date schedule for the software. Delay in supply, delivery, installation and commissioning of the system beyond the proposed supply, delivery, installation or commissioning dates shall attract liquidated damages as stated in the Special Conditions of Contract.

ITEM DESCRIPTION PROPOSED

DELIVERY DATE

- 1.
- 2.
- 3.
- 4.
- 5.

Bidders are required to submit a duly signed letter indicating their acceptance to offer one year warranty and free 24 hours maintenance and support on the software. Failure to submit the written consent of warranty shall result to the bidder being disqualified at the mandatory stage. We the below named company commit ourselves to provide warranty for the required period as per the tender documents and to supply, deliver, install and commission the proposed software to Kenya Medical Training College within the specified period above.

Dated this day of ____ 2020 _____

_____ [signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of ____

Official Rubber Stamp _____

(This page should be stamped and signed by an authorized person)

DECLARATION FORM

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSETS DISPOSAL ACT OF 2015

I,of P. O. Box
being a resident of
..... in the Republic of Kenya do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (name of the Company) who is a Bidder in respect of Tender No.
.....To supply goods, render services and/or carry out works for Kenya Medical Training College and duly authorized and competent to make this statement.

2 THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Medical Training College, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Medical Training College.

5. THAT what is declared hereinabove is true to the best of my knowledge information and belief.

.....

(Title) (Signature) (Date)

PROCLAMATION

I / We the undersigned, state that, ALL the information we have provided in this document is correct and that I / We hereby give The Kenya Medical Training College (Kmtc) authority to seek any references it may deem vital while carrying out their evaluation.

Name.....Designation.....Signature.....

Name.....Designation.....Signature.....

Name.....Designation..... Signature....

_____ Official rubber stamp