



## **INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION**

### **TENDER DOCUMENT**

**TENDER NO : IEBC/OT/21/03/2020-2021**

**PROVISION OF WIDE AREA NETWORK (WAN) CONNECTIVITY AND INTERNET SERVICES  
AND FOR A PERIOD OF 3 YEARS.**

**CLOSING DATE:, THURSDAY, 15<sup>TH</sup> APRIL, 2021**

**AT 11.00 AM EAST AFRICAN TIME**

**The Independent Electoral and Boundaries Commission (IEBC)  
Anniversary Building,  
Off University Way  
P.O. Box 45371 -00100  
Nairobi  
Website: [www.iebc.or.ke](http://www.iebc.or.ke)**

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## SECTION I – INVITATION TO TENDER

1<sup>ST</sup> April, 2021

**TENDER NO: IEBC/OT/21/03/2020-2021**

### **PROVISION OF WIDE AREA NETWORK (WAN) CONNECTIVITY AND INTERNET SERVICES AND FOR A PERIOD OF 3 YEARS**

- 1.1 The Independent Electoral and Boundaries Commission (IEBC) invites bids from tenderers for the Provision of Wide Area Network (Wan) Connectivity and Internet Services and for a Period of 3 Years
- 1.2 Interested Eligible candidates may obtain further information from and inspect the tender document at the IEBC Procurement Anniversary Towers Fifth Floor Room No. 525 during normal working hours, Monday to Friday, 8.00a.m. - 1:00 p.m. and 2.00p.m. - 4.30p.m.
- 1.3 A complete set of tender documents may be obtained by interested candidates by downloading free of charge from IEBC Website at [www.iebc.or.ke](http://www.iebc.or.ke) or [www.tenders.go.ke](http://www.tenders.go.ke). Tenderers who download the tender documents through the website are advised to registers at the Supply Chain Offices or email their contacts through [procurement@iebc.or.ke](mailto:procurement@iebc.or.ke) before the closing date; to allow records and communication for any tender clarifications and addenda.
- 1.4 Tenders must be accompanied by a Tender Security equivalent to Ksh. 300,000 valid for 120 days from date of opening the tender in the form of either: - Cash, a BANK Guarantee from a reputable bank, a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA or a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya. All payable to the Independent Electoral and Boundaries Commission.
- 1.5 Completed tender documents should be enclosed in plain sealed envelopes, marked with tender reference number and addressed to:

**The Ag. Chief Executive Officer/Commission Secretary  
Independent Electoral and Boundaries Commission  
(IEBC) Anniversary Towers, University Way, Fifth  
Floor P O Box 45371-00100 Nairobi.  
Website: [www.iebc.or.ke](http://www.iebc.or.ke)**

Tenders should be deposited in the Tender Box at the Fifth Floor reception, Anniversary Towers, so as to be received on or before **THURSDAY, 15<sup>TH</sup> APRIL, 2021 11:00 am East African Time**

1.6 Prices quoted should be net inclusive of all taxes and delivery, in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.7 Tenders will be opened immediately thereafter. The tenderers' representatives may access the tender opening proceedings through electronic means via a link that will be provided to bidders hence tenderers' are encouraged to register with the procuring entity once they download the tender document and provide their email address so as to share the link with them.

**Ag. Commission Secretary/CEO**

## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all eligible service providers 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. The Commission employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of tendering

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

### 2.3 Contents of tender 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
- (x) Performance security form
- (xi) Principal's or manufacturers authorization 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 the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

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

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



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

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

## **2.6 Language of 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 the Procuring entity, shall be written in English language.

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

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the 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 The total price quoted by the tenderers shall remain to be the absolute and final price for each year for a period of three (3) years.
- 2.9.4 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.5 The validity period of the tender shall be 120 days from the date of opening of the tender.
- 2.9.6 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.7 Price variation requests shall be processed by the Commission within 30 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 to in Instructions to Tenderers

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

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the 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 the Commission 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 in the form specified in the Invitation to tender.
- 2.12.2 The tender security is required to protect the Commission 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 a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) Cash,
- b) A Bank Guarantee from a reputable bank,
- c) A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA or
- d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya. All payable to the Independent Electoral and Boundaries Commission.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Commission 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 the Commission.

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 2.27.1.

- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the Commission 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 2.27.1.
  - (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 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without

forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

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

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the invitation to tender.

(b) Bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE THURSDAY,15<sup>TH</sup> APRIL, 2021 11:00 am** East African Time.

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than, **THURSDAY,15<sup>TH</sup> APRIL, 2021 11:00 am** East African Time

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in

which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity 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 the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **THURSDAY, 15<sup>TH</sup> APRIL, 2021** 11:00 am East African Time and in the location specified in the invitation to tender. The tenderers' representatives may access the opening exercise through electronic means through a link that will be provided to bidders.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other

details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

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

## **2.19 Clarification of tenders**

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

2.19.2 Any effort by the tenderer to influence the procuring entity in the Commission tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

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

2.20.2 Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

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

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

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

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

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

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

2.22.2 The 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 The Commission 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. the following evaluation methods will be applied:

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

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Commission 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. The Procuring entity 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 the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

### **2.24 Award of Contract**

#### **a) Post qualification**

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

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

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

#### **b) Award Criteria**

2.24.4 Subject to paragraph 2.24 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided



further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Commission action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

## **2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, 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 the procuring entity pursuant to clause 2.24. 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 2.27.1 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

## **2.27 Performance Security**

2.27.1 Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Commission the performance security where

applicable in the amount specified in Special Conditions of Contract, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 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 regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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

Instructions to tenderers	Particulars of appendix to instructions to Tenderers
2.1	The tender is for authorized Service Providers
2.2.2	The Bid Document is obtained free of charge at <a href="http://www.iebc.or.ke">www.iebc.or.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a>
2.10	Prices shall be quoted in Kenya Shillings.
2.11	Particulars of eligibility and qualifications documents of evidence required.
2.12.1	The tender security to be provided is Kshs. 300,000 valid for 120 days from date of opening the tender and shall be in any of the following forms only; a) Cash, b) A Bank Guarantee from a reputable bank, c) A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA or d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya. All payable to the Independent Electoral and Boundaries Commission.
2.13.1	Tenderers shall remain valid for 120 days from the deadline date of submission of tender.
2.15.1	The bidders must submit one (1) <b>ORIGINAL TENDER</b> ” and one (1) <b>COPY of the Tender</b>
2.16.3	Bulky tenders which will not fit in the tender box shall be received at the Procurement Office 5 <sup>th</sup> Floor ,Anniversary Towers Room 525
2.18.1	Tender will be opened on the same day <b>THURSDAY,15<sup>TH</sup> APRIL, 2021 11:00 am</b> East African Time. Tenderers’ representatives who choose to attend in the location specified in the invitation to tender. The tenderers’ representatives may access the opening exercise through electronic means through a link that will be provided to bidders.
2.20.2	Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

## 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 the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### 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 7 standards mentioned in the Schedule of requirement

### 3.4 Patent Right's

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

### **3.5 Performance Security**

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

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

3.5.2 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

b) A bank guarantee.

c) Such insurance guarantee approved by PPRA.

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

### **3.6 Inspections and Tests**

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

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

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 the Procuring entity.

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

### **3.7 Payment**

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

### **3.8 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the Commission 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.

### **3.9 Assignment**

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

### **3.10 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 tenderer, terminate this Contract in whole or in part:

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

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

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

- 3.12.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

The Commission 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.

### **3.14 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.

### **3.15 Force Majeure**

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

### **3.16 Applicable Law.**

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

### **3.17 Notices**

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

#### 4.1 Special conditions of contract

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

#### 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
2.27.1	10% of tender sum
2.9.3	The total price quoted by the tenderers shall remain to be the absolute and final price for each year for a period of three (3) years.
3.1	The Purchaser is: Independent Electoral and Boundaries Commission (IEBC) Independent Electoral and Boundaries Commission (IEBC), Anniversary Towers, University Way, Fifth Floor; P O Box 45371-00100; Email: procurement@iebc.or.ke; Website: www.iebc.or.ke



3.7.1	Payment shall be made after successful completion of the assignment and within 30 days after submitting all required documentation to support payment. The documentation includes, Invoice and reports
3.8	No price adjustments allowed
3.13	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.16	Laws of Kenya shall apply

### 4.3 EVALUATION AND COMPARISON OF TENDERS

#### a) Preliminary Evaluation

Tenderers are advised that at this stage, the tenderer's submission will either be Responsive or Non-Responsive. The Non-Responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

#### i. Preliminary Evaluation (Eligibility mandatory requirements)

No.	Subject	Criteria	Mandatory Requirements	Responsive or Non-Responsive.
1.	Legal Capacity	To determine capacity to enter into Contract.	Must submit a Copy of Certificate of incorporation/Registration	
2.	Ownership Structure	Confirmation of details of Directors and shareholders	Must submit a copy of CR12 accompanied with copies of directors' identification cards. (Issued within the last 6 months to tender closing)	
			Must expressly give power of Attorney who shall be the signatory of all documents of all documents and the contract.	

3.	Tax Compliance	Proof of the bidder has fulfilled tax obligations.	Must submit a Copy of a valid tax compliance certificate (Verification will be done through TCC Checker)	
4.	Tender Security	To cushion against procurement proceedings risks.	Must submit Tender security equivalent to Kshs. 300,000 for each lot quoted valid for 120 days from the date of tender closing in form of either the following: - a. Cash b. A bank guarantee; c. A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or d. A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.	
5.	Price validity	The form of tender to be duly filled and signed to confirm prices are valid for 120 days from the tender closing date.	Must submit a Duly filled, signed and stamped form of tender	
6.	Ethical and legal History	Proof that the bidder has not been convicted of corruption or fraudulent practices.	Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form	
7.	Business liquidity/ continuity	Proof that the business is a going concern.	Certified Audited accounts for 2017,2018,2019	
			The audited accounts MUST prove a liquidity ratio in form of current ratio of a minimum 1:1 for years, 2017,2018 & 2019.	

8.	Ethical and legal history	Proof that the bidder has not been convicted of corruption or fraudulent practices	Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form.	
9.	Manufacturer's authorization	Warranty guarantee.	Must submit Manufacturers Authorization letter for Cisco, Hera, Huawei, Mikrotik or equivalent.	

**ii. Preliminary Evaluation (Administrative / formal mandatory Requirements).**

Tenderers are advised that at this stage, the tenderer's submission will either be Responsive or Non-Responsive. The Non-Responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

No.	Subject	Criteria	Mandatory Requirements	Responsive or Non-Responsive.
1.	Tender format	The whole Tender document to be downloaded and filled in the format provided.	Must submit an original bid document and a copy of bid document with all forms filled in the format provided	
2.	Pagination/serialization	To safeguard tender documents from mutilation and manipulation.	Tender document MUST be sequentially Paginated /serialized on each page including all the attachments	
3.	Initialization	To ensure document initialization	Every page must be initialized by an authorized person.	
4.	Confidential Business Questionnaire	To provide details of business ownership structure	Must submit a Dully filled, signed and stamped Confidential Business Questionnaire	

5.	Price validity	Price schedule to be dully filled & signed. Price quoted shall remain to be the absolute and final price.	Must submit a Dully Filled, signed and stamped the Price Schedule in the format provided.	
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**b) Technical Mandatory Evaluation Requirements**

Service providers shall be required to comply with all the requirements in this section of the bid document. Any service provider who does not meet any of the technical mandatory requirements shall not proceed to vendor evaluation stage.

ITEM #	REQUIREMENT	EVIDENCE	COMPLIANCE YES/NO
1	<b>Router Model:</b> The device <b>MUST</b> be an internationally recognized brand, rack mountable and with tough <b>metallic casing</b> . Hera 600, Mikrotik 2011 or equivalent.	Attach Product Technical data sheet/User manuals/Technical explanations	
<i>Data routing</i>			
2	<b>Outline and provide information on how the device will be configured to perform: -</b>		
	Static/dynamic routing	Attach Product Technical data sheet/User manuals/Technical explanations	
	Support pass-through VPN connections such as: L2TP, IPsec, PPTP configurations between the IEBC constituency office and the Head Office peer.	Attach Product Technical data sheet/User manuals/Technical explanations	
	Access and management for all 2G/3G or 4G cellular networks globally <b>via inbuilt SIM slot or via USB GSM modem.</b>	Attach Product Technical data sheet/User manuals/Technical explanations	
	Support DHCP Server, Client and Relay	Attach Product Technical data sheet/User manuals/Technical explanations	
	Support DNS client, relay	Attach Product Technical data sheet/User manuals/Technical explanations	
<i>VPN support for IPsec tunnel</i>			

ITEM #	REQUIREMENT	EVIDENCE	COMPLIANCE YES/NO
3	VPN peering and connectivity from device to other different brands for VPN peers.	Attach Product Technical data sheet/User manuals/Technical explanations	
<b><i>Remote Management Tools</i></b>			
4	Management of this device must be web based.	Attach Product Technical data sheet/User manuals/Technical explanations	
<b><i>LAN/WAN Interfaces, Ports and Wireless (WIFI) support</i></b>			
5	<b>Below are the minimum ports that IEBC expects to be supported by the device. The bidders shall be expected to confirm the availability of the following: -</b>		
	In-built /integrated SIM card slot or USB port for GSM connection.	Attach Product Technical data sheet/User manuals/Technical explanations	
	At least four (4) 10/100 or higher Ethernet/Fast Ethernet ports for connecting the LAN/WAN.	Attach Product Technical data sheet/User manuals/Technical explanations	
	Support Wireless Wi-Fi 802.11b/g/n,2.4Ghz wireless standards or above.	Attach Product Technical data sheet/User manuals/Technical explanations	
	Web based interfaces and internet interface for administrative use by IEBC.	Attach Product Technical data sheet/User manuals/Technical explanations	
	RS 232 Serial interfaces or fiber SFP port	Attach Product Technical data sheet/User manuals/Technical explanations	
	WAN port (Minimum 1)	Attach Product Technical data sheet/User manuals/Technical explanations	
<b><i>Security &amp;License Services</i></b>			
6	<b>The router should be Secure with advanced encryption support. The bidders shall outline and provide information on how the device supports the following throughput capacities: -</b>		
	PPP with PAP/CHAP security.	Attach Product Technical data sheet/User manuals/Technical explanations	
	Support Network Address Translation.	Attach Product Technical data	

ITEM #	REQUIREMENT	EVIDENCE	COMPLIANCE YES/NO
		sheet/User manuals/Technical explanations	
	Stateful Packet Inspection to prevent unwanted access to the connected computers.	Attach Product Technical data sheet/User manuals/Technical explanations	
	IP filtering of inbound addresses and ports like FTP, SMTP, HTTP, SNMP, DNS, ICMP etc.	Attach Product Technical data sheet/User manuals/Technical explanations	
	Denial of Service protection/Port blocking.	Attach Product Technical data sheet/User manuals/Technical explanations	
	Zone-based object firewall with host addresses (IP, FQDN) port based and MAC addresses.	Attach Product Technical data sheet/User manuals/Technical explanations	
	VPN Security licenses for the router are perpetual /can be used indefinitely by the Commission.	Attach Product Technical data sheet/User manuals/Technical explanations	
<b><i>Device configuration and Management</i></b>			
7	Web-based GUI or managed via the web using a dashboard.	Product Technical data sheet	
	Connected equipment can be remotely monitored, accessed and reconfigured without physically mobilizing staff and resources to sites.		
	Access to command line interface via Telnet, SSH or direct serial.	Attach Product Technical data sheet/User manuals/Technical explanations	
	Device health monitoring and reporting visibility.	Attach Product Technical data sheet/User manuals/Technical explanations	
	VPN tunnel /WAN link and latency monitoring and reporting.	Attach Product Technical data sheet/User manuals/Technical explanations	

ITEM #	REQUIREMENT	EVIDENCE	COMPLIANCE YES/NO
	Firmware upgrades and security patches via either http, https, FTP, TR.069 or equivalent	Attach Product Technical data sheet/User manuals/Technical explanations	
	Diagnostic via either ICMP, Ping Syslog, traceroute.	Attach Product Technical data sheet/User manuals/Technical explanations	
<b>Hardware warranty and Technical Support</b>			
8	Provision of 1 year warranty and technical support on this equipment and parts.	Attach Product Technical data sheet/User manuals/Technical explanations	
9			

### c) Vendor evaluation

Tenders will be evaluated to determine vendor responsiveness to the necessary capacity to offer the services. Bidder Must pass this stage before proceeding to financial evaluation stage.

	Detailed Requirement	Evidence	Compliance (Y/N)
<b>Licenses and Infrastructure</b>			
1	Proof of existence of relevant ICT business for at least <b>eight to ten</b> years.	Attach a Copy of certificate of incorporation/registration	
2	<b>Telecommunication License:</b> The bidder must be duly licensed by the Communication Authority of Kenya (CAK) for provision of wide area network services within Kenya.	Attach a Copy of license from CAK	
3	<b>Internet License:</b> The bidder must be duly licensed by the Communication Authority of Kenya (CAK) for provision of internet services within Kenya.	Attach a Copy of license from CAK	
5	Must be accredited by ICT authority as to provide ICT network services to government.	Check from ICTA website, list of accredited service providers. (Network services)	
6	<b>WAN Infrastructure ownership:</b> The bidder must own the last mile infrastructure to the Commission office.	Attach network infrastructure diagrams for fiber	

7	<b>Backhaul Bandwidth capacity and throughput to IEBC HQ:</b> The internet primary link must be on fiber, WIMAX, Radio. Dedicated and centrally monitored with a NMS	Attach backhaul network infrastructure diagrams for fiber, WIMAX, Radio.	
8	Internet and WAN Link redundancy at the backhaul to IEBC HQ should be from a different access type from the primary link so that a single fiber cut will not affect service.	Attach service provider backhaul network infrastructure diagrams	
9	Bidder MUST show proof of experience in Supply and integration of <b>WAN/MPLS/Internet routers</b> (in at least 3 major sites within Kenyan government or to an international organization).	Attach client recommendation letters, Local service orders or certificates.	
10	Bidder MUST Provide a list of <b>three (3)</b> references with addresses, contacts and telephone numbers and statements of similar work done in a public institution for each of the reference site.	Attach client daytime telephone and email contacts for purposes of due diligence.	
11	Proof of partnership with manufacturer for all the supplied router hardware/fiber cable/UTP CAT6 cable.	Manufacturer's Authorization letter or Accreditation	
12	Provide evidence of at least five (5) successful WAN connectivity projects of similar scope and complexity within the last two to five years in a <b>public institution</b> .	Attach client recommendation letters LSO/ or signed contract.	
13	The ISP must provide and attach Curriculum Vitae of at least three (3) professionally qualified personnel supporting this project with a minimum of (A+ or N+ or CCNA or CCNP-service provider) and a minimum 3 years' experience in installations, repairs and maintenance of ISP network.		
14	WAN Availability/Uptime should be maintained at 99.999% during the duration of the contract	Attach sample SLA showing service metrics and service credit scales	
15	<b>Network Monitoring:</b> Network service provider must provide the Commission with a portal or a bandwidth monitoring system which can be used to monitor the SLA parameters such as link availability, generation	Attach sample SLA showing response time scales & Network Monitoring Systems Technical data sheets	



	of alerts (via e-mail, SMS) link performance degradation reports.		
16	The successful service provider shall provide a single point of contact/helpdesk for all the network connectivity incidents reported.	Escalation matrix	
17	No site may be down for more than 3 hours during the period of this contract	Attach sample SLA	
18	Any site down for more than one month shall not be billed for that duration in the next billing date after the downtime.	Attach sample SLA	
19	A clear escalation matrix must be presented within the SLA	Attach sample SLA showing the company escalation matrix	
20	A clearly defined and outlined methodology of calculation of credits/rebates arising from downtime	Attach sample SLA credits	
21	Any downtime due to delays in site relocation attributable to the service provider shall be compensated to the Commission as per credit rebates	Attach sample SLA	
22	Desktop Survey using the GPS Coordinates for IEBC Central Warehouse, County and Constituency Offices	Attach duly filled GPS coordinate schedule as guided in page 93. Where there is no presence indicate N/A.	
23	<b>PROJECTS</b> List references five sites with Physical addresses of their HQ Contacts and daytime telephone numbers for the above five sites. Client recommendation letters or certificates from at least five clients.	Attach contract or signed delivery notes.	
		Provide daytime telephone contacts .	
		Attach recommendation letters from clients.	
24	<b>PROJECT MANAGER:</b> <b>CV:</b> Attach project manager CV's indicating years of experience in similar projects in scope and designing for governmental or international organizations)	Attach five CVs showing experience up to a maximum five years in WAN management.	
25	<b>Project Manager Professional certification</b> in the area of specialization i. University graduate in Computer Science, Engineering or related degree	Attach Project Manager CV, Academic certificates, and professional qualifications	

	<ul style="list-style-type: none"> <li>ii. Training in Project Management</li> <li>iii. CCNP or CCVP level certification or equivalent.</li> <li>iv. Understanding of power systems and data center design principles.</li> </ul> <p>Experience in ICT systems migration, change management and business continuity</p>		
<b>26</b>	<p><b>NETWORK EXPERTS</b></p> <p><b>CV:</b> Attach CV's indicating years of experience in similar projects in designing and implementing scalable networks for governmental or international organizations)</p>	Attach CV showing years of experience up to a maximum of 4 years	
<b>27</b>	<p><b>Network Expert Professional certification</b> in the area of specialization.</p> <ul style="list-style-type: none"> <li>i. University graduate in Computer Science, Engineering or related degree</li> <li>ii. CCNA or CCNP-service provider, A+, N+ level certification or equivalent</li> </ul> <p>Siemon training and/or certification or equivalent or Basic understanding of power systems</p>	Attach network expert CV, Academic certificates, and professional qualifications	
<b>28</b>	<p><b>Project management</b></p> <ul style="list-style-type: none"> <li>i. Organization chart</li> <li>ii. Project Plan-Gantt Chart describing Schedule on the Logistics of Delivery and installation of equipment for the 338 sites and HQ</li> <li>iii. Details of End to end testing</li> </ul> <p>Attach sample SLA with escalation matrix</p>	Attach Organization chart, Project Plan-Gantt Chart describing Schedule on the Logistics of Delivery and installation of equipment for the 338 sites and HQ, attach Details of End to end testing of the new network installation. Attach sample SLA with escalation matrix.	

d) Financial Evaluation

2.24.3	Award Criteria	a) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.  b) If there is a tie on the lowest quoted price between two firms; the proceeding shall be subjected to competitive negotiations.
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e) Due Diligence

Prior to award of the tender, the Commission may make site visits to the service provider's premises to ascertain its capability of delivering the maintenance service and/or seek for third party collaboration to the successful service provider's reference sites to confirm the authenticity of the sites and the scope of work done

## SECTION V – SCHEDULE OF REQUIREMENTS

### 5.1 Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as abases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the Commission delivery obligations start (notice of award).

This part will include any deliverables under the service contract

No.	Description	Delivery Time
1.	Provision of Wide Area Network (Wan) Connectivity and Internet Services and for a Period of 3 Years	3 Years

### 5.2 SCOPE OF SERVICES

The Service provider shall be required to undertake the following;

#### 1. MANDATE OF THE COMMISSION

Article 88 of the Constitution of Kenya, establishes the Independent Electoral and Boundaries Commission (IEBC) as the body mandated to conduct and/or supervise elections and

referenda in Kenya. In carrying out its mandate, the Commission is responsible for the registration of voters and updating the voters roll, delimitation of constituency and ward boundaries, regulation of the process of how parties nominate their candidates, registration of candidates for elections, voter education, resolution of disputes arising out of the nominations, and regulation of the amount of money used by candidates in an election among others. This mandate is further amplified in other Acts of Parliaments and Regulations. IEBC is also guided by its 2020-2025 Strategic Plan that guides in conducting and managing of elections. The plan also re-aligns all commission operations to ensure seamless implementation of electoral activities and programmes such as the Wide Area Network (WAN) and internet connectivity.

## **2. BACKGROUND CLARIFICATION**

Currently, the Commission has 305 remote offices connected to the Wide Area Network (WAN). The remote sites connect to the headquarters via MPLS using WiMAX, radio and VSAT access networks. The WAN is configured to support the convergence of voice, video, and data transport onto a single, centrally managed infrastructure. Internet is centrally accessed through the head office and is currently running on a 256Mbps bandwidth. The following background information shall assist clarify the bidding process:

1. The required WAN service shall support traffic generated by systems that support electoral processes such as: Biometric Voter registration (BVR), voter transfers, political party nominations, results transmission, email communication, network printing, IP telephony, video conferencing and any other field co-ordination and automation requirements.
2. The WAN links centrally connect to the Commission 's HQ core network for 338 offices geographically located in various county and constituencies in Kenya.
3. Internet is centrally accessed through the head office and is currently running on a 256Mbps bandwidth. This tender is therefore requires the vendor to provide both the wide area network and internet to the head office and remote offices.

4. GPS coordinates, names of the locations and nearby landmarks have been provided at the end of this document. This will help the bidder to conduct desktop survey /site survey of IEBC office locations countrywide.
5. 305 sites have WAN routers, data cables, radio masts and data terminal units. The bidder will supply routers radio masts and data terminal units for the additional 33 sites.
6. The Wide Area Network service shall centrally connect IEBC HQ (Anniversary Towers) to Two Hundred and Ninety (290) constituencies and Forty-Seven (47) counties and the central warehouse located in Nairobi.

### **3. CURRENT INFRASTRUCTURE DESIGN SETUP**

Currently, the commission has a total of 305 remote offices that require wide area connectivity service to the head office in Nairobi. The remote offices are interconnected to an MPLS backbone. The network is composed primarily of Cisco 2900, Hera 600, Mikrotik and Huawei routers with Gigabit Ethernet Ports, VWIC3 cards, 3G HWIC, IDU and ODU. The Ethernet links terminates to the MPLS backbone. Intranet and Internet traffic routed through the site-to-site VPN tunnels from remote site and terminating to the Head Office core router which also acts as the voice gateway.

Internet Connectivity shall be terminated at the collocated primary data center to support of the collocated server infrastructure.

### **4. PROJECT OBJECTIVE**

The overall objectives of this project is:

- 4.1 Provision of wide area network connectivity for existing 305 sites and **33 new locations** located in Kenya (Total of 338 sites) for three years renewable annually subject to availability of funds and satisfactory performance.
- 4.2 Supply of hardware as outlined in this document.
- 4.3 Provision of 500 Mbps dedicated internet link, centrally managed with a service level agreement.

## 5. TECHNICAL REQUIREMENTS

### 5.1 THE SCOPE OF WORK: -

Provision of wide area network connectivity:

1. Provision of 1Mbps dedicated bandwidth at the 338 (290 constituencies, 1 Central Warehouse and 47 county offices) centrally connecting to the Commissions Head office. The mode of transmission or access type is WiMAX, Microwave, or Fibre only. (Bidders should not quote VSAT technologies in their response. All WAN technologies can be used except Satellite technology.)
2. Provision of 500 Mbps dedicated internet link.
3. Provision of 16 public IP addresses routable to IEBC network and domain (iebc.or.ke).
4. The successful vendor shall supply, configure and install 60 (30 for new sites and 30 spare) WAN routers with the technical specifications outlined in this document. The router equipment to be supplied shall primarily be used to securely extend IEBC corporate Wide Area Network to reach its 338 WAN offices and provide secure Wireless Fidelity (Wi-Fi) access to the local area network users.
5. Supply and mounting (installation) of 33 units of 12 U floor standing cabinets, with a power distribution unit for housing the router at a room to be identified and agreed upon by the Commission and the bidder.
6. Supply of 132 factory Made CAT 6A UTP Patch Cord of 5 Meters each. (Four per office location).
7. The bidder should provide a backhaul link connecting IEBC HQ to the service provider core network. A secondary link should also be available to provide redundancy or serve as backup for fail over. The backup link must not be on the same medium to avoid instances of total outage on both links. The bidder should clearly demonstrate how automatic failover will be achieved and the equipment to be used for this purpose.
8. Provision of 1-year warranty on equipment supplied and parts

9. Replacement of faulty routers, relocation of office link as and when required.

## 5.2 DESIRED SOLUTION

The successful bidder will conduct a desktop survey using the GPS coordinates provided to all the 47 regional sites 290 IEBC constituency and 1 central warehouse locations and identify a suitable, reliable high speed WAN Connectivity at the last mile through WiMAX, SD-WAN, microwave, fibre. Bidders should not quote VSAT technologies in their response. An initial 1Mbps dedicated bandwidth at the constituency and the county HQ shall be required by the Commission for its operations. The bandwidth should be scalable to accommodate future expansion or the bandwidth may be reduced as per need basis or during low activity periods. The service provider must allow this provision. The proposed WAN solution should be able to seamlessly integrate with the existing routing protocols configured on the Commission 's head office core router for interconnectivity so as to guarantee high throughput, resilience, reliability and high availability.

## 5.3 TECHNICAL SPECIFICATIONS

### 5.3.1 SUPPLY AND CONFIGURATION OF ROUTER

Below are the technical specifications for the supply and installation of the WAN router services

### 5.3.2 Detailed Router Specification

ITEM #	REQUIREMENT	EVIDENCE TO PROVIDE
C1	<b>Router Model:</b> The device MUST be an internationally recognized brand, rack mountable and with tough <b>metallic casing</b> . Hera 600, Mikrotik 2011 or equivalent.	Attach Product Technical data sheet/User manuals/Technical explanations
<b>Data routing</b>		
C2	Static/dynamic routing	Attach Product Technical data sheet/User manuals/Technical explanations



ITEM #	REQUIREMENT	EVIDENCE TO PROVIDE
	Support pass-through VPN connections such as: L2TP, IPsec, PPTP configurations between the IEBC constituency office and the Head Office peer.	Attach Product Technical data sheet/User manuals/Technical explanations
	Access and management for all 2G/3G or 4G cellular networks globally <b>via inbuilt SIM slot or via USB GSM modem.</b>	Attach Product Technical data sheet/User manuals/Technical explanations
	Support DHCP Server, Client and Relay	Attach Product Technical data sheet/User manuals/Technical explanations
	Support DNS client, relay	Attach Product Technical data sheet/User manuals/Technical explanations
<b><i>VPN support for IPsec tunnel</i></b>		
C3	VPN peering and connectivity from device to other different brands for VPN peers.	Attach Product Technical data sheet/User manuals/Technical explanations
<b><i>Remote Management Tools</i></b>		
C4	Management of this device must be web based.	Attach Product Technical data sheet/User manuals/Technical explanations
<b><i>LAN/WAN Interfaces ,Ports and Wireless (WIFI) support</i></b>		
C5	In-built /integrated SIM card slot or USB port for GSM connection.	Attach Product Technical data sheet/User manuals/Technical explanations
	At least four (4) 10/100 or higher Ethernet/Fast Ethernet ports for connecting the LAN/WAN.	Attach Product Technical data sheet/User manuals/Technical explanations
	Support Wireless Wi-Fi 802.11b/g/n,2.4Ghz wireless standards or above.	Attach Product Technical data sheet/User manuals/Technical explanations

ITEM #	REQUIREMENT	EVIDENCE TO PROVIDE
	Web based interfaces and internet interface for administrative use by IEBC.	Attach Product Technical data sheet/User manuals/Technical explanations
	RS 232 Serial interfaces or fibre SFP port	Attach Product Technical data sheet/User manuals/Technical explanations
	WAN port (Minimum 1)	Attach Product Technical data sheet/User manuals/Technical explanations
<b><i>Security &amp; License Services</i></b>		
C6		
	PPP with PAP/CHAP security.	Attach Product Technical data sheet/User manuals/Technical explanations
	Support Network Address Translation.	Attach Product Technical data sheet/User manuals/Technical explanations
	Stateful Packet Inspection to prevent unwanted access to the connected computers.	Attach Product Technical data sheet/User manuals/Technical explanations
	Supports IP filtering of inbound addresses and ports like FTP, SMTP, HTTP, SNMP, DNS, ICMP etc.	Attach Product Technical data sheet/User manuals/Technical explanations
	Supports Denial of Service protection/Port blocking.	Attach Product Technical data sheet/User manuals/Technical explanations
	Supports Zone-based object firewall with host addresses (IP, FQDN) port based and MAC addresses.	Attach Product Technical data sheet/User manuals/Technical explanations
	VPN Security licenses for the router are perpetual /can be used indefinitely by the Commission.	Attach Product Technical data sheet/User manuals/Technical explanations
<b><i>Device configuration and Management</i></b>		
C7	Web-based GUI or managed via the web using a dashboard.	Product Technical data sheet

ITEM #	REQUIREMENT	EVIDENCE TO PROVIDE
	Connected equipment can be remotely monitored, accessed and re-configured without physically mobilizing staff and resources to sites.	
	Access to command line interface via Telnet, SSH or direct serial.	Attach Product Technical data sheet/User manuals/Technical explanations
	Device health monitoring and reporting visibility.	Attach Product Technical data sheet/User manuals/Technical explanations
	VPN tunnel /WAN link and latency monitoring and reporting.	Attach Product Technical data sheet/User manuals/Technical explanations
	Firmware upgrades and security patches via either http, https, FTP, TR.069 or equivalent	Attach Product Technical data sheet/User manuals/Technical explanations
	Diagnostic via either ICMP, Ping Syslog, traceroute.	Attach Product Technical data sheet/User manuals/Technical explanations
<b><i>Hardware warranty and Technical Support</i></b>		
<b><i>C8</i></b>	Provision of 1 year warranty and technical support on this equipment and parts.	Attach Product Technical data sheet/User manuals/Technical explanations

### 5.3.3 List of spare parts

The successful bidder shall be expected to quote for the replacement any reported faulty networking telecommunication **components and parts as and when required** during the contract period and work under the supervision of the Commission's technical personnel during the installation and repair process. During the 3-year period, the Commission understands that not all the components will be faulty. These components should not be part of those supplied by the successful vendor and are under warranty. IEBC will have the right to reject any material, apparatus or equipment which, as the result of inspections and/or tests, may be found to be defective or unsatisfactory in any respect, or not in accordance with the requirements of the specifications document and to require the Contractor to repair, adjust, modify, or replace the defective item. Upon successful inspection a purchase order shall be generated using the prices quoted by the bidder for this tender.

All expenses incurred by IEBC or its authorized representative(s) with respect to inspections or tests resulting in the rejection of the item(s) offered for inspection or test will be

charged to the Contractor. During quotation, the bidder **MUST** indicate the cost of replacing the parts listed on the table below.

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

NO	COMPONENT	POSSIBLE PARTS TO BE REPLACED
1.	Router (Mikrotik Router board RB2011 or equivalent)	The whole router
2.	WAN site relocation	Radio Masts and link re-installation.
3.	Cisco 3945	Ethernet cards Power-supply Upgrade of flash Cisco 3900 Integrated Services Routers (ISR) module WAN interface cards (WICs) Voice interface cards (VICs), E1 voice/WAN cards
4.	Cisco 6500	720Gbps Supervisor Engine 1x48-ports Gigabit Ethernet line card 4x Gigabit Ethernet single mode SFP modules fibre with patch cords 1x 8 port 10GE Ethernet line card 10GE modules 1x48 Ethernet 10/100/1000 line card with IEEE 802.3af, Power over Ethernet (PoE) ports.
5.	Nexus 5548	240 V AC Power Supply Gigabit Ethernet ports 1000 Base T SFP Modules 10GE SFP modules 10GBASE-SR modules

NO	COMPONENT	POSSIBLE PARTS TO BE REPLACED
6.	Catalyst 2960S PoE	240 V AC Power Supply
7.	Cisco 2900 router	240 V AC Power Supply, E1 card for voice, HWIC-3G-HSPA, 4 port FXO card for voice trunks, whole router
8.	Cisco 7945 E20 Executive Phone	Replacement of faulty complete set of IP phone or its components.
9.	3 KVA or 1.5 KVA Uninterruptible Power Supply Units (UPS)	Replacement of faulty UPS Replacement of UPS battery
10.	ASA 5520	AC 110/240V/50Hz power supply
11.	Networking accessories	Fiber LC/SC Copper cables: UTP/STP CAT 6 Patch Panel, Faceplate Modules SFP transceiver module.
12.	Labour charges per on structured cabling, per site/per metre	
13.	Ad-hoc networking requirements	Repair of faulty network data/voice ports (Indicate the cost for UTP cable per meter)

#### 5.3.4 WIDE AREA NETWORK CONNECTIVITY

Provision of 1Mbps bandwidth dedicated bandwidth at the constituency and the county HQ connectivity from the Commissions Head office to the 338 sites. This shall include Provision of a backhaul link of 500MB/s bandwidth connecting the Commission Head office to the service provider core network. The bidder should bear in mind that the solution proposed should be simple, robust and easy to maintain. The bidder must respond realistically and competitively to requirements of the IEBC and that all goods and services to be incorporated be new, and of the most recent technological improvements.

Specifications of the dedicated link should clearly indicate the following: -

- 1) The full description of the type of service and the Routing protocols supported.
- 2) The mode of transmission or access type e.g., WiMAX, Microwave or Fibre only to all the sites remote offices and the Head office. Bidders should not quote VSAT technologies in their response
- 3) Level of redundancy at the backhaul.
- 4) Names of underlying carriers at the backhaul, i.e., Owners of the infrastructure used to deliver the circuit/service for all the 338 sites.
- 5) An initial 1Mbps dedicated bandwidth at the constituency, county and central warehouse connecting to the HQ dedicated bandwidth shall be required by the Commission for its operations. The bandwidth should be scalable to accommodate future expansion reduced as per need or basis during low activity periods. The service provider must allow this provision.
- 6) Specifications of equipment and any other related accessories required for terminating the link to the Commission's edge router.

### 5.3.5 INTERNET CONNECTIVITY

ITEM	QTY	DESCRIPTION
500 Mbps dedicated link	Lot	Provision of 500 Mbps dedicated link
Public IP addresses	16	Provision of 16 public IP addresses routable to IEBC network and domain.
Installation, setup and testing	Lot	Installation, setup and testing of the link

### 5.3.6 GPS COORDINATES FOR IEBC CENTRAL WAREHOUSE, COUNTY AND CONSTITUENCY OFFICES

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
1.	Kwale	Msambweni	Adjacent to the D.C.'s Office Msambweni sub county	-4.488531,39.478985	1 Mbps		
2.	Kwale	Lunga	Lunga Border	-4.599790,39.105526	1 Mbps		
3.	Kwale	Matuga	Adjacent To National Treasury Office, Matuga Sub county	-4.177664,39,456224	1 Mbps		
4.	Kwale	Kinango	Next to Chiefs Office Kinango location.	-4.137833,39.315314	1 Mbps		
5.	Kwale County office		<b>Opposite Kwale County Government</b>	<b>-4.177664,39,456224</b>	1 Mbps		
6.	Mandera	Mandera West	Takaba	3.9466N 41.8626E	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
7.	Mandera	Banisa	Banisa	3.9309N 41.2240E	1 Mbps		
8.	Mandera	Mandera North	Rhamu	2.7962N 40.9349E	1 Mbps		
9.	Mandera	Mandera South	El-Wak	3.3940N 40.2268E	1 Mbps		
10.	Mandera	Mandera East	Mandera	3.9400N 40.3466E	1 Mbps		
11.	Mandera	Lafey	Lafey	3.1231N 41.1937E	1 Mbps		
12.	Mandera county office		D.C.'s Office	3.9466N 41.8626E	1 Mbps		
13.	Uasin Gishu	Uasin Gishu County Office	Kenmosa Village, Off Kaptagat Road, Adjacent to KCC Eldoret. P.O Box 822- 30100, Eldoret	0.499133, 35.308559	1 Mbps		
14.	Uasin Gishu	Soy Constituency Office	3rd Floor, Meadows Plaza, Opposite Sirikwa	0.520585, 35.276181	1 Mbps		



	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
			Hotel. P.O Box 822-30100, Eldoret				
15.	Uasin Gishu	Turbo Constituency Office	NCCK North Rift regional offices. P.O Box 822-30100, Eldoret	0.527742, 35.259121	1 Mbps		
16.	Uasin Gishu	Moiben Constituency Office	Chepkanga Centre, along Iten-Eld road. P.O Box 822- 30100, Eldoret	0.580455, 35.346769	1 Mbps		
17.	Uasin Gishu	Ainabkoi Constituency Office	Adjacent to Eldoret East sub county, Kapsoya. P.O Box 822- 30100, Eldoret	0.513458, 35.303517	1 Mbps		
18.	Uasin Gishu	Kapseret Constituency Office	Inside RCEA Ushirika Church compound, adjacent to Wareng High School. P.O Box 822-30100, Eldoret	0.496073, 35.268321	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
19.	Uasin Gishu	Kesses Constituency Office	Jamboni Annex, Along Nairobi Road. P.O Box 822- 30100, Eldoret	0.473831, 35.301510	1 Mbps		
20.	Baringo	Tiaty	East Pokot Redcross building	0.950752,35.99429	1 Mbps		
21.	Baringo	Baringo North	Behind Posta Building	0.627457,35.795123	1 Mbps		
22.	Baringo	Baringo Central	County Commissioners Premises, Opposite Posta Building _ Kabarnet	0.492367,35.744870	1 Mbps		
23.	Baringo	Baringo South	Deputy County Commissioner's Compound	0.474654,35.988740	1 Mbps		
24.	Baringo	Mogotio	Sub County Commissioner's Compound - Mogotio	-0.026320,35.958639	1 Mbps		
25.	Baringo	Eldama Ravine	Sub County Commissioner's Compound Eldama-Ravine	0.047448,35.726307	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
26.	Baringo County Office		County Commissioners Premises, Opposite Posta Building _ Kabarnet	0.492012,35.748725	1 Mbps		
27.	Garissa	Garissa township	Off Lamu Road, Behind Ministry of Water Garage	-0.478315,39.642376	1 Mbps		
28.	Garissa	Balambala	Balambala Town Next to D.C.'s Office.	-0.047149,39.067882	1 Mbps		
29.	Garissa	Lagdera	Modogashe Town, Opposite Police Station.	0.685271,39.236801	1 Mbps		
30.	Garissa	Dadaab	Dadaab Town, Opposite Un Compound.	0.040051,40.311718	1 Mbps		
31.	Garissa	Fafi	Next To D.C.'s Office.	-1.091413,39.956685	1 Mbps		
32.	Garissa	Ijara	Masalani Town, Next to D.C.'s Office.	-1.684081,40.12683	1 Mbps		
33.	Garissa County Office		D.C.'s Office	-0.478315,39.642376	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
34.	Mombasa	Mombasa County office	Shamsi Villa, Dr. Rashid Ali Road	-4.067867,39.679125	1 Mbps		
35.	Mombasa	Changamwe	Changamwe at the Fire Station	-4.026183,39.628827	1 Mbps		
36.	Mombasa	Jomvu	Deputy County Commissioner Jomvu Block/ Mikindani AP Post	-4.006641,39.628157	1 Mbps		
37.	Mombasa	Kisauni	Between Naivas Supermarket and Bustani Estate Bamburi	-4.0009335,39.7017611	1 Mbps		
38.	Mombasa	Nyali	Deputy County Commissioner Nyali Block/ Kongowea Chiefs Camp	-4.043752,39.684883	1 Mbps		
39.	Mombasa	Likoni	Shika Adabu Chiefs Office Camp	-4.111964,39.638607	1 Mbps		
40.	Mombasa	Mvita	Shamsi Villa, Dr. Rashid Ali Road	-4.068023,39.679096	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
41.	Homabay	Kasipul	Kosele	-0.4285410, 34.6899050	1 Mbps		
42.	Homabay	Kabondo Kasipul	Ramula	-0.446950, 34.887855	1 Mbps		
43.	Homabay	Karachuonyo	Sub County HQs Kendu Bay	-0.499998, 34.7166638	1 Mbps		
44.	Homabay	Rangwe	Rangwe	0.36'01 "S, 34.47"E	1 Mbps		
45.	Homabay	Homa Bay Town	Homa Bay	-0.529367, 34.459855	1 Mbps		
46.	Homabay	Ndhiwa	D/County Commissioner's Compound Ndhiwa	-0.716674, 34.379733	1 Mbps		
47.	Homabay	Mbita	Mbita	0.25'37"S, 34.12,29"E	1 Mbps		
48.	Homabay	Suba	Magunga	-0.689171, 34.151948	1 Mbps		
49.	Homabay county of-fice		D.C.'s Office	-0.5292629, 34.4591607	1 Mbps		
50.	Nyamira	Kitutu Masaba	D.C.'s Compound	(-0.609917, 34.836277)	1 Mbps		
51.	Nyamira	Wets Mugirango	D.C.'s Compound	(-0.560705,34.933621)	1 Mbps		
52.	Nyamira	North Mugirango	D.C.'s Compound	(-0.560682,34.933597)	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
53.	Nyamira	Borabu	D.C.'s Compound	(-0.763871,35.016934)	1 Mbps		
54.	Nyamira County Office		D.C.'s Office	-0.558709,34.929661	1 Mbps		
55.	Kiambu	Gatundu South	Within Gatundu South along Gatundu south Mangu road	-1012274,36902975	1 Mbps		
56.	Kiambu	Gatundu North	Within Gatundu North D.C.'s Compound past Kamwangi Market Along Thika Naivasha Road.	-0.94936272,36.895939987	1 Mbps		
57.	Kiambu	Juja	Menja Vision Plaza Opposite Senate Hotel	-1.1072392, 37.0162493	1 Mbps		
58.	Kiambu	Thika Town	1st Floor AFC Building	-1.038463,072844	1 Mbps		
59.	Kiambu	Ruiru	50m Opposite D.C.'s Office	-1.143480,36.956199	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
60.	Kiambu	Githunguri	Best West Building (Githunguri Kiambaa Road)	-1.055996,36.782608	1 Mbps		
61.	Kiambu	Kiambu	Mappa House Building 4th Floor	-1.171487,36.828782	1 Mbps		
62.	Kiambu	Kiambaa	karuri police station	-1.178022,36.7538	1 Mbps		
63.	Kiambu	Kabete	Kabete Sub-county Headquarters neighbouring Wangige Health Centre along route 119	-1.225251,36.724071	1 Mbps		
64.	Kiambu	Kikuyu	K-Unity House 1st Floor	-1.245580,36.661667	1 Mbps		
65.	Kiambu	Limuru	Within the Ministry of Public Works, Behind Limuru Law Courts	-1.107407,36.639468	1 Mbps		
66.	Kiambu	Lari	K-Unity House 1st Floor	-0.9810255,36.629538	1 Mbps		
67.	Kiambu County Office		D.C.'s Office	-1.049322, 37.097354	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
68.	Kitui	Mwingi North	Kyuso Market inside spend building	-0.557879, 38.213444	1 Mbps		
69.	Kitui	Mwingi West	Migwani Behind Catholic Church	-1.107712,38.013567	1 Mbps		
70.	Kitui	Mwingi Central	Along Tseikuru Road Opposite National Cereals & Produce Board -Mwingi Depot	-0.929042,38.061662	1 Mbps		
71.	Kitui	Kitui West	Matinyani Market Maendeleo Hall	-1.308591,37.987393	1 Mbps		
72.	Kitui	Kitui Rural	Esther House - Kwa Vonza Market Along Kitui - Machakos Road	-1.3845003, 37.8304845	1 Mbps		
73.	Kitui	Kitui Central	Kitui Town Along Hospital Road Opposite Kafoca Hotel and Kitui Law Courts	-1.367616,38.013855	1 Mbps		
74.	Kitui	Kitui East	Zombe Town	-1.447916,38.231423	1 Mbps		



	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
75.	Kitui	Kitui South	Ikutha Town	-2.067299,38.185470	1 Mbps		
76.	Kitui County Office		D.C.'s Office	-1.3725 , 38.0152	1 Mbps		
77.	Nairobi City	Westlands	Ministry of Social Services - Westlands	-1.259347, 36.786669	1 Mbps		
78.	Nairobi City	Dagoretti North	Maliposa Apartment - Ngong Road	-1.300159, 36.773965	1 Mbps		
79.	Nairobi City	Dagoretti South	Maisha Poa Centre -Kawangware	-1.288497, 36.738690	1 Mbps		
80.	Nairobi City	Langata	CDF Offices -Langata	-1.306152, 36.788487	1 Mbps		
81.	Nairobi City	Kibra	D.C.'s Office Kibera	-1.306571, 36.788012	1 Mbps		
82.	Nairobi City	Roysambu	D.O.'s Office - Kahawa West	-1.184982, 36.901397	1 Mbps		
83.	Nairobi City	Kasarani	D.C.'s Office Kasarani	-1.223842' 36.902481	1 Mbps		
84.	Nairobi City	Ruaraka	Sacred Heart Catholic Church - Baba Dogo	-1.247558, 36.902481	1 Mbps		
85.	Nairobi City	Embakasi South	Joy Villa-Imara Daima	-1.3244444,36.882500	1 Mbps		
86.	Nairobi City	Embakasi North	D.C.'s Office -Dandora	-1.245171, 36.906668	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
87.	Nairobi City	Embakasi Central	D.C.'s Office-Kayole	-1.275224, 36.911617	1 Mbps		
88.	Nairobi City	Embakasi East	East Africa School Of Aviation - Embakasi	-1.313916, 36.904049	1 Mbps		
89.	Nairobi City	Embakasi West	Tena - Dolnholm	-1.292665, 36.886096	1 Mbps		
90.	Nairobi City	Makadara	Ministry of Public Works-Industrial Area	-1.294394, 36.862080	1 Mbps		
91.	Nairobi City	Kamukunji	D.C.'s Office-Kamukunji	-1.284321, 36.842762	1 Mbps		
92.	Nairobi City	Starehe	Kenya Railways	-1.2915573, 36.820998	1 Mbps		
93.	Nairobi City	Mathare	Chief's Camp-Mathare	-1.262423, 36.864937	1 Mbps		
94.	Nairobi County Office		D.C.'s Office	-1.286849, 36.818471	1 Mbps		
95.	Wajir	County	Wajir	1.751259 40.057023	1 Mbps		
96.	Wajir	Wajir North	Bute	3.3640734 39.42068	1 Mbps		
97.	Wajir	Wajir East	Wajir	1.651517 40.244021	1 Mbps		
98.	Wajir	Tarbaj	Tarbaj	2.20505 40.1114	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
99.	Wajir	Wajir West	Giriftu	1.860042 39.4737474	1 Mbps		
100.	Wajir	Eldas	Eldas	2.50024 39.57525	1 Mbps		
101.	Wajir	Wajir South	Habaswein	1°0'52.44187" 1.0145672	1 Mbps		
102.	Wajir County Of- fice		D.C.'s Office	1.751259 , 40.057023	1 Mbps		
103.	Busia	Teso North	Amagoro -Teso North DCC's compound	0.627850,34.332292	1 Mbps		
104.	Busia	Teso South	Teso South DCC's Com- pound-Amukura	0.56063,34.27108	1 Mbps		
105.	Busia	Nambale	Nambale DCC's com- pound	0.449806,34.233371	1 Mbps		
106.	Busia	Matayos	Matayos D.C.'s com- pound	0.3601946,34.1714466	1 Mbps		
107.	Busia	Butula	Butula DCC's compound	0.340990,34.337836	1 Mbps		
108.	Busia	Funyula	Funyula Mkt	0.280128,34.116831	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
109.	Busia	Budalangi	Ap Line	0.1274917,34.0254636	1 Mbps		
110.	Busia County Office		D.C.'s Office	0.464236, 34.106003	1 Mbps		
111.	Bomet	Sotik	Postal Corporation of Kenya- Office- Sotik Next to KCB Bank Sotik	-0.691020 35.110385	1 Mbps		
112.	Bomet	Chepalungu	Kyogong Shopping Centre- Bomet Narok Highway	-0.82054 35.3342	1 Mbps		
113.	Bomet	Bomet East	Above Kipsigis Eddis SACCO (Opposite National Cereals Board)- Bomet	-0.784182 35.341543	1 Mbps		
114.	Bomet	Bomet Central	National Cereals And Produce Board - Bomet Offices	-0.783615 35.341098	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
115.	Bomet	Konoin	Mogogosiek Township (Near D.C.'s Office)	-0.619143 35.269392	1 Mbps		
116.	Bomet County Of- fice		D.C.'s Office	-0.784835,35.336253	1 Mbps		
117.	Bungoma	Mt. Elgon	Kapsokwony Market	0.838333,34.717613	1 Mbps		
118.	Bungoma	Sirisia	D.C.'s Compound	0.7542,34.50272	1 Mbps		
119.	Bungoma	Kabuchai	Chwele Mkt	0.736537,34.576766	1 Mbps		
120.	Bungoma	Bumula	D.C.'s Compound	0.548643,34.462230	1 Mbps		
121.	Bungoma	Kanduyi	Bungoma Cereals Board Compound	0.571821,34.562357	1 Mbps		
122.	Bungoma	Webuye East	Webuye - Kitale Road	0.616965,34.762815	1 Mbps		
123.	Bungoma	Webuye West	Bokoli	0.711024,34.661435	1 Mbps		
124.	Bungoma	Kimilili	Kimilili Town	0.781581,34.718963	1 Mbps		
125.	Bungoma	Tongaren	Do's Compound	0.766372,34.833932	1 Mbps		
126.	Bungoma County Of- fice		D.C.'s Office	0.572635,34.558396	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
127.	Embu	Manyatta	Embu Town - Along Embu - Meru Highway	-0.524492, 37.450140	1 Mbps		
128.	Embu	Runyenjes	Runyenjes Along Embu - Meru Highway	-0.428368, 37.566213	1 Mbps		
129.	Embu	Mbeere South	Kavondori Area Along Embu - Kiritiri Road	-0.680817, 37.6540174	1 Mbps		
130.	Embu	Mbeere North	Siakago D.C.'s Compound	-0.587298, 37.639162	1 Mbps		
131.	Embu County Office		D.C.'s Office	-0.525128, 37.448116	1 Mbps		
132.	Narok	Kilgoris	Kilgoris County Offices Behind Jipa Petrol Station	-1.00772,34.88038	1 Mbps		
133.	Narok	Emurua Dikirr	Emurua Dikirr (D.C.'s Office)	-1.015851,35.103426	1 Mbps		
134.	Narok	Narok North	Narok Town Next to County Commissioner's office	-1.097235,35.885195	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
135.	Narok	Narok East	Ntulele Township (Opposite Ntulele Police Station)	-1.115466,36.097609	1 Mbps		
136.	Narok	Narok South	(Next to Olololunga District Hospital)	-1.00567,35.659692	1 Mbps		
137.	Narok	Narok West	Nkorkorri Boys Sec. School	-1.00512,35.661043	1 Mbps		
138.	Narok County Office		D.C.'s Office	-1.087537,34.8748755	1 Mbps		
139.	Vihiga	Vihiga	Vihiga Educational Assessment and Resource Centre	34.71434, 0.03809	1 Mbps		
140.	Vihiga	Sabatia	National Cereals & Produce Board Chavakali Along Kak Mumias Rd Shianda	34.73402, 0.11724	1 Mbps		
141.	Vihiga	Hamisi	Youth Empowerment Centre - Hamisi	34.80289, 0.07343	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
142.	Vihiga	Luanda	Ebusiralo Along Ebusakami/Kima Rd -Near Ebusiralo Chiefs Office	34.61135, 0.02282	1 Mbps		
143.	Vihiga	Emuhaya	Esibuye, Along Main Road Kima Musutswi	34.64017, 0.07734	1 Mbps		
144.	Vihiga County Office		D.C.'s Office	34.73828, 0.12441	1 Mbps		
145.	West Pokot	Kapenguria	Kapenguria Bible College P.O Box 450 Kapenguria-30600	1.240564 , 35.121703	1 Mbps		
146.	West Pokot	Sigor	Kapenguria Bible College, P.O Box 450 Kapenguria-30600	1.481549, 35.478124	1 Mbps		
147.	West Pokot	Kacheliba	Evangelical Lutheran Church of Kenya Building, Kenya Bible Centre Of Makutano - Kapenguria	1.23983666666665, 35.1092083333333	1 Mbps		



	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
			Road P.O Box 450 Kapenguria-30600				
148.	West Pokot	Pokot South	Chebareria Town Within Subcounty Offices Behind World Vision-Along Kapenguria- Lodwar Road, P.O Box 450 Kapenguria-30600	1.3084192 ,35.2081108	1 Mbps		
149.	West Pokot County Of- fice		D.C.'s Office	1.244139, 35.114730	1 Mbps		
150.	Nakuru	Molo	D.C.'s Compound - Molo	-0.247187,35.736188	1 Mbps		
151.	Nakuru	Njoro	AIC Church - Compound -Njoro	-0.3349809,35.9486413	1 Mbps		
152.	Nakuru	Naivasha	Opposite D.C.'s Road Naivasha	-0.724527°, 36.438010°	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
153.	Nakuru	Gilgil	Hennsolex Building- Ground Floor- Gilgil Town	-0.496955, 36.319024	1 Mbps		
154.	Nakuru	Kuresoi South	Keringet Centre- Rest House	-0.42839,35.69236	1 Mbps		
155.	Nakuru	Kuresoi North	Sachora, Sirikwa Police Post Building- Kuresoi	-0.258588°, 35.668100°	1 Mbps		
156.	Nakuru	Subukia	Mwananchi Sacco Building - Subukia Town Centre	0.001731°, 36.232813°	1 Mbps		
157.	Nakuru	Rongai	Kampi Ya Moto Trading Center - DC Compound	-0.127817°, 35.943259°	1 Mbps		
158.	Nakuru	Bahati	Do's Compound - Kiamaina / Maili Sita – Bahati	-0.231477,36.116896	1 Mbps		
159.	Nakuru	Nakuru Town West	District Public Works Opposite Kfa Round About.	-0.285701°, 36.061971°	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
160.	Nakuru	Nakuru Town East	Catholic Diocese Nakuru (Cdn) Compound – Nakuru	-0.291637°, 36.072330°	1 Mbps		
161.	Nakuru County Office		D.C.'s Office	-0.2869305, 36.0686537	1 Mbps		
162.	Isiolo	Isiolo North	Isiolo Town, Opposite Isiolo County Government Offices	0.34791 : 37.58253	1 Mbps		
163.	Isiolo	Isiolo South	Garbatulla Town, Next to Kenya Red Cross Office and Police Station	0.534797 : 38.517447	1 Mbps		
164.	Isiolo County Office		D.C.'s Office	0.3526841, 37.5892466	1 Mbps		
165.	Kilifi	Kilifi North	Next to County Commissioners Office	-3.634321,39.856897	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
166.	Kilifi	Kilifi South	Opposite Co-Operative Bank	-3.918456,39.758068	1 Mbps		
167.	Kilifi	Kaloleni	Opposite St John Ack Church	-3.8238,39.62899	1 Mbps		
168.	Kilifi	Rabai	Shika Adabu opposite Rabai/Kisurutini MCA's office	-3.940903,39.565596	1 Mbps		
169.	Kilifi	Ganze	Ganze Commissioners Sub County Office	-3.534459,39.682508	1 Mbps		
170.	Kilifi	Malindi	Opposite District General Hospital	-3.227550,40.121910	1 Mbps		
171.	Kilifi	Magarini	Near Mwembe Resort	-3.204914,40.109305	1 Mbps		
172.	<b>Kilifi County Office</b>		<b>D.C.'s Office</b>	<b>-3.634321,39.856897</b>	1 Mbps		
173.	Kirinyaga	Mwea	Wang'uru County Council Hall	-0.693238,37.375706	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
174.	Kirinyaga	Gichugu	Kianyaga Town at Kiandai Multipurpose Co-op Society Building	-0.500293,37.352676	1 Mbps		
175.	Kirinyaga	Ndia	Baricho Town	-0.554656,37.240392	1 Mbps		
176.	Kirinyaga	Kirinyaga Central	Former Municipal Council Grounds	-0.497426,37.282998	1 Mbps		
177.	Kirinyaga County Office		D.C.'s Office	-0.497545,37.280377	1 Mbps		
178.	Kisii	Bonchari	Ministry of Public Works	-0.67658, 34.70690	1 Mbps		
179.	Kisii	South Mugirango	D.C.'s Compound	-0.80932, 34.63040	1 Mbps		
180.	Kisii	Bomachoge Borabu	D.C.'s Compound	-0.88845, 34.73013	1 Mbps		
181.	Kisii	Bobasi	D.C.'s Compound	-0.73611, 34.6547	1 Mbps		
182.	Kisii	Bomachoge Chache	D.C.'s Compound	-0.79615, 34.72260	1 Mbps		
183.	Kisii	Nyaribari Masaba	D.C.'s Compound	-0.86098, 34.93825	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
184.	Kisii	Nyaribari Chache	D.C.'s Compound	-0.67946, 34.77299	1 Mbps		
185.	Kisii	Kitutu Chache North	Opposite D.C.'s Compound	-0.58161, 34.79992	1 Mbps		
186.	Kisii	Kitutu Chache South	D.C.'s Compound	-0.67946, 34.77299	1 Mbps		
<b>187.</b>	<b>Kisii County Office</b>		<b>D.C.'s Office</b>	<b>-0.67946, 34.77299</b>	1 Mbps		
188.	Kisumu	Kisumu East	Compound of D.C.'s office, Nyamasaria flyover	-0.111344, 34.77552	1 Mbps		
189.	Kisumu	Kisumu West	Maseno	-0.004163, 34.598582	1 Mbps		
190.	Kisumu	Kisumu Central	Former PC's HQs (Prosperity Building) Right Wing Ground Floor - Milimani, Kisumu City	-0.108675, 34.750610	1 Mbps		
191.	Kisumu	Seme	Kombewa	-0.102101, 34.51741	1 Mbps		
192.	Kisumu	Nyando	Awasi/Ahero, Behind D.C.'s office	-0.164913, 35.08008	1 Mbps		
193.	Kisumu	Muhoroni	Awasi Junction turnover	-0.155408, 35.074237	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
194.	Kisumu	Nyakach	Pap Onditi	-0.313162, 34.936285	1 Mbps		
195.	Kisumu County office		D.C.'s Office	-0.110346, 34.748812	1 Mbps		
196.	Marsabit	Moyale	Moyale Town Centre, Along Thika Road, Opposite Equity Bank	3.524 : 39.06095	1 Mbps		
197.	Marsabit	North Horr	Behind Administrative Police Station	3.330021 : 37.067159	1 Mbps		
198.	Marsabit	Saku	Saku Town, ACK St. Stephen Training Centre	2.33007, 37.9925	1 Mbps		
199.	Marsabit	Laisamis	Laisamis Town, Next to D.C.'s office	1.59275: 37.8089	1 Mbps		
200.	Marsabit County Office		D.C.'s Office	2.33007 , 37.9925	1 Mbps		
201.	Meru	Igembe South	Maua D.C.'s Compound	0.28457,37.93887	1 Mbps		
202.	Meru	Igembe Central	Kangeta DO's Compound	0.2972,37.8764	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
203.	Meru	Igembe North	Laare Market	0.391391,37.944	1 Mbps		
204.	Meru	Tigania West	Kianjai market	0.1524391,37.738115	1 Mbps		
205.	Meru	Tigania East	Muriri Market- Cm Plaza	0.216,37.800	1 Mbps		
206.	Meru	North Imenti	DC COMPOUND Meru town	0.0565,37.6559	1 Mbps		
207.	Meru	Buuri	DC COMPOUND, Timau	0.0531.8,37.1443.5	1 Mbps		
208.	Meru	Central Imenti	Gatimbi Market	-0.03920,37.8171	1 Mbps		
209.	Meru	South Imenti	DC compound	-0.0666664,37.666664	1 Mbps		
<b>210.</b>	<b>Meru County Office</b>		<b>D.C.'s Office</b>	<b>0.0565,37.6559</b>	1 Mbps		
211.	Migori	Rongo	D.C.'s Compound	-0.757090,34601402	1 Mbps		
212.	Migori	Awendo	Cereal's Board Compound	-0.900481,34.535423	1 Mbps		
213.	Migori	Suna East	D.C.'s Compound	-1.070276,34.479797	1 Mbps		
214.	Migori	Suna West	Cereal Board's Compound	-1.095247,34.453887	1 Mbps		



	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
215.	Migori	Uriri	Opposite D.C.'s Compound	-0.954079,34.510911	1 Mbps		
216.	Migori	Nyatike	D.C.'s Compound	-0.971339, 34.292528	1 Mbps		
217.	Migori	Kuria West	Next to Kehancha Law Court	-1.181563,34.625675	1 Mbps		
218.	Migori	Kuria East	D.C.'s Compound	-1.257875,34.652667	1 Mbps		
219.	Migori County Office		D.C.'s Office	<b>-1.070276,34.479797</b>	1 Mbps		
220.	Machakos	Masinga	Masinga Market	-0.9686544, 37.6130918	1 Mbps		
221.	Machakos	Yatta	Yatta District HQs – Kithimani	-1.901, 37.44557	1 Mbps		
222.	Machakos	Kangundo	Ministry of Public Works, Next to Kangundo Probation Office	-1.297277, 37.346046	1 Mbps		
223.	Machakos	Matungulu	Tala Market Opposite East Mart Supermarket	-1.267487, 37.318690	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
224.	Machakos	Kathiani	Assistant County Offices (DO's Building)	-1.413161, 37.325476	1 Mbps		
225.	Machakos	Mavoko	Athi River DCC's Offices Compound	-1.452316, 36.988456	1 Mbps		
226.	Machakos	Machakos Town	Along Machakos Teachers College Road	-1.509940, 37.258534	1 Mbps		
227.	Machakos	Mwala	Makutano Ya Mwala Shopping Centre Adjacent to Makutano Police Patrol Base	-1.413958, 37.470158	1 Mbps		
228.	Machakos County office		D.C.'s Office	-1.514549, 37.267836	1 Mbps		
229.	Turkana	Turkana North	D.C.'s Office Block, Lokitaung. P.O Box 223 Lodwar 30500	4.2642, 35.7547	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
230.	Turkana	Turkana West	Inside Sub-County Commissioner's Offices, Kakuma Town P.O Box I Kakuma -30501.	3.70893, 34.8668	1 Mbps		
231.	Turkana	Turkana Central	District Development Offices, P.O Box 223 -Lodwar Town 30500	3.1179, 35.6037	1 Mbps		
232.	Turkana	Loima	Logurum at DC Administration Building (Offices) P.O Box 223 -Lodwar 30500	2.8868, 35.2593	1 Mbps		
233.	Turkana	Turkana South	D.D.O.'s Offices, Lodwar P.O Box 223 Lodwar-30500	2.373992, 35.6495512.	1 Mbps		
234.	Turkana	Turkana East	Lokori At D.C.'s Offices, P.O Box 223 -Lodwar 30500	1.9552, 36.0393	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
235.	Turkana County Office		D.C.'s Office	3.1179, 35.6037	1 Mbps		
236.	Nandi	Tinderet	Senotwo World Vision Offices	(-.029036), 35.260498	1 Mbps		
237.	Nandi	Aldai	St Paul's Catholic Church, Within Kobujoi Town. P.O Box 44 Kobujoi	0.057380 , 34.975292	1 Mbps		
238.	Nandi	Nandi Hills	Nandi Hills Town, Ministry of Public Works P.O Box 41 Nandi Hills 30301	0.111333 , 35.184199	1 Mbps		
239.	Nandi	Chesumei	Chesumei Constituency, P.O Box 1121 - 30300 Kapsabet. Cheptarit St. Francis Catholic Church Mosoriot Centre	0.320062 , 35.170059	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
240.	Nandi	Emgwen	Ministry of Co-Operative Building - Opposite Kapsabet Boys Secondary School P.O Box 1121 - 30300 Kapsabet	0.202233 , 35113832	1 Mbps		
241.	Nandi County Office		D.C.'s Office	0.204844 , 35.104477	1 Mbps		
242.	Nyandarua	Kinangop	Engineer	-0.595242, 36.582351	1 Mbps		
243.	Nyandarua	Kipipiri	Miharati Town	-0.399527, 36.494084	1 Mbps		
244.	Nyandarua	OI Kalou	Post Office Building, OI Kalou	-0.266709, 36.378881	1 Mbps		
245.	Nyandarua	OI Jorok	DCC Grounds, OI Jorok	-0.074990, 36.362525	1 Mbps		
246.	Nyandarua	Ndaragwa	Ndaragwa township, Nyandarua	-0.058262, 36.528058	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
247.	Nyandarua		D.C.'s Office	-0.266709, 36.378881	1 Mbps		
	County Office						
248.	Nyeri	Tetu	Tetu Sub-County Offices, Compound	-0.4761186,36.9302949	1 Mbps		
249.	Nyeri	Kieni	Mweiga Town, Equity Bank building	-0.3280526,36.90477	1 Mbps		
250.	Nyeri	Mathira	Karatina Town, Linda Plaza 2 <sup>nd</sup> Floor	-0.4829219,37.1269097	1 Mbps		
251.	Nyeri	Othaya	Othaya town -DCC Compound	-0.563167,36.941417	1 Mbps		
252.	Nyeri	Mukurwe-Ini	Gathuki-Mundu, Along the Mukurwe-Ini Nyeri Road	-0.5607789,37.0365546	1 Mbps		
253.	Nyeri	Nyeri Town	Nyeri Central Sub-County Offices Compound	-0.4211603,36.9465128	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
254.	Nyeri County Office		D.C.'s Office	-0.42001,36.9457139	1 Mbps		
255.	Samburu	Samburu West	Next to CDF Office- Samburu West	1.091036, 36.693029	1 Mbps		
256.	Samburu	Samburu North	Near the D.C.'s Office - Baragoi	1.786757, 36.794330	1 Mbps		
257.	Samburu	Samburu East	Wamba Catholic Mission	0.979707, 37.317540	1 Mbps		
258.	Samburu County Office		D.C.'s Office	1.091036, 36.693029	1 Mbps		
259.	Siaya	Ugenya	Ukwala	0.192140755788811,34.1893141693115	1 Mbps		
260.	Siaya	Ugunja	Ugunja	0.182965828685171,34.286371714468	1 Mbps		
261.	Siaya	Alego-Usonga (County Office)	Siaya Town	0.059272361088086,34.2878828257255	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
262.	Siaya	Gem	Wagai	0.0553429149057522,3 4.4318158626003	1 Mbps		
263.	Siaya	Bondo	Bondo Town	0.0972495769653479,3 4.2780480871372	1 Mbps		
264.	Siaya	Rarieda	Kalandini	0.175459147459328,34. 3671066172313	1 Mbps		
265.	Siaya County Of- fice		D.C.'s Office	0.059272361088086,34. 2878828257255	1 Mbps		
266.	Taita Taveta	Taveta	Taveta Railway Station	-3,3973850 37,6768300	1 Mbps		
267.	Taita Taveta	Wundanyi	IEBC Building Next to D.O.'s Office Wundanyi	-3,404454 38,362047	1 Mbps		
268.	Taita Taveta	Mwatate	Levi Building Along Mwa- tate Wundayi Road	-3,49901 38,37805	1 Mbps		
269.	Taita Taveta	Voi	Scripture Mission - Voi	-3,387971 38,561383	1 Mbps		
270.	Taita Taveta County		D.C.'s Office	-3,49901, 38,37805	1 Mbps		



	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
271.	Tharaka Nithi	Maara	Maara D.C.'s Compound	-0.2285371,37.6551528	1 Mbps		
272.	Tharaka Nithi	Chuka / Igambang'ombe	Chuka - Tharaka Nithi County Government Compound	-0.3312352,37.6471955	1 Mbps		
273.	Tharaka Nithi	Tharaka	Marimanti D.C.'s Compound	-0.15415,37.969746666	1 Mbps		
<b>274.</b>	<b>Tharaka Nithi County office</b>			<b>-0.330656,37.650470</b>	1 Mbps		
275.	Trans Nzoia	Kwanza	Kfa (Kenya Farmers Association) Building 2nd Floor, Kitale Town Railway Road. P.O Box 11 Kitale -30200	1.015720,35.00622	1 Mbps		
276.	Trans Nzoia	Endebess	Endebess District Head Quarters (D.D.O Office)	0.912783,34.955417	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
			Kitale Molim Road Ende- bess Town, P.O Box 4 Endebess-30201.				
277.	Trans Nzoia	Saboti	Maendeleo ya Wanawake House Next /Adjacent to Trans Nzoia County As- sembly Kitale Town. P.O. Box 11 Kitale-30200.	1.015720,35.00622	1 Mbps		
278.	Trans Nzoia	Kiminini	Within Catholic Parish Kiminini Market P. O. Box 11 Kitale-30200.Deputy County Commissioner Of- fice, Tranzoia West	0.912783,34.955417	1 Mbps		
279.	Trans Nzoia	Cherangany	Cherangany Constituency Office Located at Kachi- bora Centre, Suguta Plaza, P.O Box 11 Kitale 30200	0.97933,35.21933	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
280.	Trans Nzoia County Office		D.C.'s Office	1.015720,35.00622	1 Mbps		
281.	Lamu	Lamu East	Faza Town near Post Office	-2.054618, 41.112937	1 Mbps		
282.	Lamu	Lamu West	Lamu Island near Lamu County Assembly	-2.113514, 40.984218	1 Mbps		
<b>283.</b>	<b>Lamu County Office</b>			<b>2.113514, 40.984218</b>	1 Mbps		
284.	Tana River	Garsen	Garsen Behind Methodist Church	2°16'13.7"S 40°06'34.7"E	1 Mbps		
285.	Tana River	Galole	Hola Town	1°29'42.9"S 40°01'31.2"E	1 Mbps		
286.	Tana River	Bura	Bura Irrigation Scheme	1°11'07.3"S 39°50'07.3"E	1 Mbps		
<b>287.</b>	<b>Tana River County Office</b>		D.C.'s Office	<b>1°29'42.9"S 40°01'31.2"E</b>	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
288.	Laikipia	Laikipia West	Telkom Building- Nyahururu Town	0°02'22.6"N,36°21'51.9"E	1 Mbps		
289.	Laikipia	Laikipia East	D.C.'s Compound - Nanyuki Town	0°011'60.9"N,37°077'19.7"E	1 Mbps		
290.	Laikipia	Laikipia North	County Council Building	36°21'51.9"E37°09'33.3"E	1 Mbps		
<b>291.</b>	<b>Laikipia County Office</b>		D.C.'s Office	<b>0°011'60.9"N,37°077'19.7"E</b>	1 Mbps		
292.	Murang'a	Kangema	Kangema Town	S 0°41'13.6032" E 36°58'18.2856"	1 Mbps		
293.	Murang'a	Mathioya	Kiria-Ini	S 0°42'51.966" E 37°11'20.7924"	1 Mbps		
294.	Murang'a	Kiharu	Murang'a Town	S 0°44'12.786" E 37°9'1.6884"	1 Mbps		
295.	Murang'a	Kigumo	Kangari	S 0°47'0.942" E 36°52'21.5616"	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
296.	Murang'a	Maragua	Makuyu	S 0°56'24.6624" E 37°7'31.7208"	1 Mbps		
297.	Murang'a	Kandara	Kandara	S 0°53'49.0632" E 37°0'7.8048"	1 Mbps		
298.	Murang'a	Gatanga	Kirwara	S 0°55'47.5716" E 36°56'36.1824"	1 Mbps		
<b>299.</b>	<b>Murang'a County Of- fice</b>		D.C.'s Office	<b>S 0°44'12.786" E 37°9'1.6884"</b>	1 Mbps		
300.	Kericho	Kipkelion East	Postal Corporation of Kenya - Londiani Town	-0.16511, 35.59417	1 Mbps		
301.	Kericho	Kipkelion West	Postal Corporation of Kenya -Kipkelion Town	-0.200454,35.467473	1 Mbps		
302.	Kericho	Ainamoi	County Government Trade Offices- Next to Kericho High Court - Kericho Town	-0.369085,35.284404	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
303.	Kericho	Bureti	Bureti Growers Sacco Ltd Building -2 <sup>nd</sup> Floor -Litein Town	-0.580556,35.1903966	1 Mbps		
304.	Kericho	Belgut	Sosiot Town Centre- Opposite D.C.'s Office	-0.360684,35.175115	1 Mbps		
305.	Kericho	Sigowet/Soin	Soko Huru Shopping Centre- Along Kericho Kisumu Highway	-0.306356,35.158621	1 Mbps		
306.	Kericho County Office		D.C.'s Office	<b>-0.368124,35.277120</b>	1 Mbps		
307.	Makueni	Mbooni	Tawa Social Hall	-1.546032,37.467439	1 Mbps		
308.	Makueni	Kilome	Salama Town (Nzai House) Along Mombasa Road. Correct location- Mukaa DCC HQS. Malili town, along Mombasa road	1°47'23.6"S 37°12'56.4"E	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
309.	Makueni	Kaiti	Mukuyuni Market Along Machakos - Wote Road. Correct location-Kaiti DO's office along Machakos-Wote road	-1.755654,37.469050	1 Mbps		
310.	Makueni	Makueni	Opposite Makueni Hospital	-1.788750,37.628674	1 Mbps		
311.	Makueni	Kibwezi West	Makindu Town (Lower Market). Correct Makindu Town (Upper Market) DCC'S Office	-2.2857353,37.8205523	1 Mbps		
312.	Makueni	Kibwezi East	Kambu Town Between Mtito Andei And Machinery	'-2.596472,38.072755	1 Mbps		
313.	Makueni County Club		D.C.'s Office	-1.783211.37.629944	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
314.	Kakamega	Lugari	Lumakada Market, Along Bish Sulumeti G. Sec School	0.628657,34.97	1 Mbps		
315.	Kakamega	Likuyani	Kongoni Pag Church Compound	0.783418,35.132122	1 Mbps		
316.	Kakamega	Malava	Within Compound of Malava Yearly Meeting of Friends Church	0.446695,34.840165	1 Mbps		
317.	Kakamega	Lurambi	Post Office Kakamega	0.280208,34.75316	1 Mbps		
318.	Kakamega	Navakholo	Mocco Building, Navakholo Centre.	0.415367,34.677002	1 Mbps		
319.	Kakamega	Mumias West	Along Mumias /Musanda Rd	0.335335,34.477959	1 Mbps		
320.	Kakamega	Mumias East	Shianda	0.321997,34.570909	1 Mbps		
321.	Kakamega	Matungu	Matungu Mrkt Saka Building	0.333479,34.580321	1 Mbps		
322.	Kakamega	Butere	Butere Town Centre, Tsalwa Building	0.2146447,34.4985845	1 Mbps		



	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
323.	Kakamega	Khwisero	Vision Plaza Central Yearly Meeting of Friends Church Lirhanda	0.1708832,34.5948142	1 Mbps		
324.	Kakamega	Shinyalu	Opposite Makhoko Sec Sch	0.227290,34.812248	1 Mbps		
325.	Kakamega	Ikolomani		0.193802,34.732291	1 Mbps		
<b>326.</b>	<b>Kakamega County Office</b>			<b>0.257292,34.763267</b>	1 Mbps		
327.	Kajiado	Kajiado North	D.C.'s Office-Ngong	-1.3663, 36.6544	1 Mbps		
328.	Kajiado	Kajiado Central	Ack Church -Kajiado	-1.8465, 36.7874	1 Mbps		
329.	Kajiado	Kajiado East	D.C.'s office-Isinya	-1.4040, 36.5450	1 Mbps		
330.	Kajiado	Kajiado West	St Mary's Catholic Church - Kiserian	-1.4287, 36.6893	1 Mbps		
331.	Kajiado	Kajiado South	DDO's Office - Loitoktok	-2. 93818, 37.5024	1 Mbps		
<b>332.</b>	<b>Kajiado County Office</b>		D.C.'s Office	<b>-1.8061, 36.6893</b>	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
333.	Elgeyo Marakwet	Marakwet East	Chesoi Town Centre	0.3677 , 35.54716	1 Mbps		
334.	Elgeyo Marakwet	Marakwet West	IEBC Building Block Kap-sowar Town Centre	0.3677 , 35.54716	1 Mbps		
335.	Elgeyo Marakwet	Keiyo North	IEBC Building Block Iten Town Opposite Elgeyo Marakwet County Hall P.O Box 822 Eldoret-30100	0.672625 35.508385	1 Mbps		
336.	Elgeyo Marakwet	Keiyo South	Keiyo Teacher's Sacco Building Along Kipkwen Road Chepkorio P.O. Box 822 Eldoret -30100	1.07002 35.59244	1 Mbps		
337.	Elgeyo Marakwet County Office		D.C.'s Office	0.672625 , 35.508385	1 Mbps		

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X,Y)	MINIMUM BANDWIDTH REQUIRED IN MBPS	ACCESS TYPE	DEDICATED/SHARED
338.	Nairobi Central Warehouse		Nairobi Industrial Area, Likoni Road near NTSA Headquarters	-1.314330,36.855373	1 Mbps		
339.	Anniversary Towers (HQ)	IEBC Head Office (Primary Link)	University Way, Nairobi	-1.28171,36.816473	500 Mbps		
340.	Anniversary Towers (HQ)	IEBC Head Office (Secondary/Backup Link)	University Way, Nairobi	-1.28171, 36.816473	500 Mbps		
341.	Data Center	Primary Data Center	Upper Hill		500 Mbps		

### **5.3.7 USER ACCEPTANCE AND TESTING**

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

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

### **5.3.8 DOCUMENTATION**

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

- a) Signed-off network design document
- b) System configurations documents per site
- c) Technical documentation manuals
- d) User manuals
- e) Configuration settings and passwords as at commissioning stage

### **5.3.9 PROVISION OF BANDWIDTH AND WAN LINK SUPPORT**

Provision of 1Mbps bandwidth dedicated bandwidth at the constituency and the county HQ connectivity from the Commissions Head office to the 338 sites. This shall include Provision of a backhaul link of 500MB/s bandwidth connecting the Commission Head office to the service provider core network. The bidder should bear in mind that the solution proposed should be simple, robust and easy to maintain. The bidder must respond realistically and competitively to requirements of

the IEBC and that all goods and services to be incorporated be new, and of the most recent technological improvements. For all the 338 sites, the specifications of the link should be clearly capturing the details outlined in the sample table below: -

	COUNTY	CONSTITUENCY NAME	OFFICE LOCATION	GPS COORDINATES (X, Y)	BANDWIDTH IN MBPS UNITS	ACCESS TYPE	DEDI-CATED/SHARED	
1.	Kwale	Msambweni	Adjacent to the D.C.'s Office Msambweni sub county	- 4.488531,39.478985	1	Radio		

**SECTION VI - PROVISION OF WIDE AREA NETWORK (WAN) CONNECTIVITY AND INTERNET SERVICES AND FOR A PERIOD OF 3 YEARS**

**PRICE SCHEDULE**

ITEM NO#	ITEM DESCRIPTION	QTY	PRICE (KSh)
<b>SUPPLY AND INSTALLATION COST</b>			
1.	Initial cost of supply, termination, configuration installation and testing of <b>1 Mbps network bandwidth</b> to 338 IEBC remote offices and 500Mbps bandwidth to IEBC HQ.	338	
2.	Supply, termination, configuration installation and testing of 500 Mbps internet to IEBC data center.	1	
3.	Provision of 16 public IP addresses routable to IEBC network and domain.	16	
4.	Supply, Installation and Configuration of wireless WAN Routers.	60	
5.	Supply and installation of 12 U Wall Mounted cabinet, with a power distribution unit	33	
6.	Supply of Factory-Made CAT 6A UTP Patch Cord of 5 Meters each. (4 Cables per sites outlined in Appendix 3)	132	
<b>SLA SUPPORT ANNUAL RECURRENT COSTS</b>			
7.	SLA Support, Maintenance 1 Mbps WAN connectivity for IEBC HQ and remote offices for a <b>period of 3 years, renewable annually subject to SLA performance and availability of funds.</b>	338	
8.	SLA Support, Maintenance 500 Mbps internet connectivity to IEBC data center for a period of 3 years, renewable annually subject to SLA performance and availability of funds.		

**NOTE. The total price quoted above shall remain to be the absolute and final price for each year for a period of three (3) years.**

**Tenderer's name (Company)** \_\_\_\_\_

**Signature & Rubber stamp** \_\_\_\_\_

**Date** \_\_\_\_\_

## COMPONENTS FOR REPLACEMENT PRICE SCHEDULE

During the 3-year period, the Commission understands that not all the components will be faulty. The successful bidder shall be expected to replace any reported faulty networking telecommunication components and parts as and when required.

NO	COMPONENT	POSSIBLE PARTS TO BE REPLACED	PRICE OF COMPONENT/ ITEM (KSHS)
1.	Router (Mikrotik Router board RB2011 or equivalent)	The whole router	
2.	WAN site relocation	Radio Masts and link re-installation.	
3.	Cisco 3945	Ethernet cards	
		Power-supply	
		Upgrade of flash	
		Cisco 3900 Integrated Services Routers (ISR) module	
		WAN interface cards (WICs)	
		Voice interface cards (VICs),	
		E1 voice/WAN cards	
4.	Cisco 6500	720Gbps Supervisor Engine	
		1x48-ports Gigabit Ethernet line card	
		4x Gigabit Ethernet single mode SFP modules fiber with patch cords	
		1x 8 port 10GE Ethernet line card	
		10GE modules	
		1x48 Ethernet 10/100/1000 line card with IEEE 802.3af, Power over Ethernet (PoE) ports.	
5.	Nexus 5548	240 V AC Power Supply	
		Gigabit Ethernet ports 1000 Base T SFP Modules	

NO	COMPONENT	POSSIBLE PARTS TO BE REPLACED	PRICE OF COMPONENT/ ITEM (KSHS)
		10GE SFP modules	
		10GBASE-SR modules	
6.	Catalyst 2960S PoE	240 V AC Power Supply	
7.	Cisco 2900	240 V AC Power Supply, E1 card for voice, HWIC-3G-HSPA, 4 port FXO card for voice trunks	
8.	Cisco 7945	Replacement of faulty complete set of IP phone or its components.	
9.	3 KVA or 1.5 KVA Uninterruptible Power Supply Units (UPS)	Replacement of faulty UPS Replacement of UPS battery	
10.	ASA 5520	AC 110/240V/50Hz power supply	
11.	Hera 600 Router	Hera 600 Router	
12.	Mikrotik RB2611 router	Mikrotik RB2611 router	
13.	Networking accessories	Fiber LC/SC Copper cables: UTP/STP CAT 6 Patch Panel, Faceplate Modules SFP transceiver module.	
14.	Labour charges per on structured cabling		
15.	Ad-hoc networking requirements	Repair of faulty network data/voice ports (Indicate the cost for UTP cable per meter)	

## SECTION VII - STANDARD FORMS

Notes on standard forms



1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **VIII Applicable Standard Forms**

1. Form of tender
2. Price schedules

3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
9. Undertaking for Authenticity of Spare Parts

**8.1 FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. [Insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [Description of services] in conformity with the said tender documents for the sum of. [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

[signature] [In the capacity of]

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

**8.2 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_day of \_\_\_\_20\_\_\_between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_.

### 8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part3. *You are advised that it is a serious offence to give false information on this form.*

	<b>Part 1 –General</b>
1.1	Business Name.....
1.2	Location of Business Premises.....
1.3	Plot No.....Street/Road
	Postal Address..... Tel No. .... Fax ..... Email.....
1.4	Nature of Business .....
1.5	Registration Certificate No.....
1.6	Maximum Value of Business which you can handle at any one time – Kshs.....
1.7	Name of your Bankers..... Branch.....
	<b>Part 2 (a) – Sole Proprietor</b>

2a.1	Your Name in Full.....Age.....
2a.2	Nationality ..... Country of Origin .....
	<input type="checkbox"/> Citizenship Details .....

	<b>Part 2 (b)Partnership</b>			
2b.1	Given details of Partners as follows:			
2b.2	Name	Nationality	Citizenship Details	Shares
	1			
	2			
	3			
	4			
	<b>Part 2 (c ) – Registered Company</b>			
2c.1	Private or Public .....			
2c.2	State the Nominal and Issued Capital of Company-			
	Nominal Kshs. ....			
	Issued Kshs. ....			
2c.3	Given details of all Directors as follows			

	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				

	<b>Part 3 – Eligibility Status</b>
3.1	Are you related to an Employee, Committee Member or Board Member of IEBC? Yes / No
3.2	If answer in '3.1' is <b>YES</b> give the relationship. ..... ..... ..... .....
3.3	Does an Employee, Committee Member, and Board Member of IEBC sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes / No
3.4	If answer in '3.3' above is <b>YES</b> give details.

	<p>.....</p> <p>.....</p> <p>.....</p>
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by IEBC to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes No
3.6	If answer in '3.5' above is <b>YES</b> give details.
	<p>.....</p> <p>.....</p> <p>.....</p>
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES/No
3.8	Have you offered or given anything of value to influence the procurement process? Yes No
3.9	If answer in '3.8' above is <b>YES</b> give details
	<p>.....</p> <p>.....</p>
	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date ..... Signature of Candidate.....

- ☐ If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.



**8.4 TENDER SECURITY FORM**

Whereas ..... [Name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[Name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](Hereinafter called “the Bank”) are bound unto.....

[name of procuring entity](Hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a)Fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

(Amend accordingly if provided by Insurance Company)

**8.5 PERFORMANCE SECURITY FORM**

To: .....

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
[reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_ to

Supply.....

[Description services](Hereinafter called “the contract”)

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

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

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of.....

[amount of guarantee in figures and words].

We, the .....

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

**8.7 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE:

Tender

No.....

Tender Name

.....

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**8.8 FORM RB 1**

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address:

Physical address.....Fax No.....Tel. No.....Email ....., hereby request the  
Public Procurement Administrative Review Board to review the whole/part of the above  
mentioned decision on the following grounds , namely:-

- 1.
- 2

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1
- 2

SIGNED ..... (Applicant)

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

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED

Board Secretary

**8.9 ANTI-CORRUPTION DECLARATION FORM**

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

Of Street, Building, P O Box.....

Contact/Phone/E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

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

Tender/Tender No .....

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

Authorized Signature.....

Name of Signatory.....

Title of Signatory.....

Official Stamp.....

**8.10 INTEGRITY DECLARATION FORM**

(Sections 62 of the PP&AD Act, 2015)

I/We/Messrs.....

Of..... Street/avenue, Building, P. O. Box .....Code ....., of..... (Town),

(Nationality), Phone..... E-mail ..... declare that Public Procurement is based

on a free and fair competitive tendering process which should not be open to abuse.

I/We..... Declare that

I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public

officer, their relations or business associates, in connection with,

Tender Name .....

Tender No..... For/or in the subsequent performance

of the contract if I/We am/are successful.

Dated this..... Day of.....20.....

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory.....