



**KENYA METHODIST UNIVERSITY**  
P.O. BOX 267-60200 – MERU KENYA  
TELEPHONE: 254-20-2118423-70 FAX: 064-30937  
E-mail: [supplies@kemu.ac.ke](mailto:supplies@kemu.ac.ke); website: [www.kemu.ac.ke](http://www.kemu.ac.ke)

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**TENDER**

**DOCUMENT FOR**

**SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF ICT NETWORK SWITCHES AND WIRELESS ACCESS POINTS.**

**TENDER No: KeMU/OT/002/2024**

**CLOSING DATE: TUESDAY 5<sup>th</sup> NOVEMBER, 2024 AT 11:00 AM**

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## SECTION I: INVITATION FOR TENDERS

**TENDER NO: KeMU/OT/002/2024: SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF ICT NETWORK SWITCHES AND WIRELESS ACCESS POINTS FOR KeMU MERU, KeMU TVET, NAIROBI AND MOMBASA CAMPUS.**

**KeMU** invites registered suppliers to submit sealed bids for Supply, Installation Configuration & Commissioning of ICT Network switches and Wireless Access Points for **KeMU Meru, KeMU TVET, Nairobi and Mombasa Campus.**

Interested firms may obtain further information from and inspect the tender documents at **KeMU Main Campus** situated in **Meru**, along Meru-Maua Road and **KeMU Nairobi Campus** situated at **KeMU Towers** 11<sup>th</sup> floor along Uhuru Highway during normal working hours between 8.00 a.m. and 4.00 p.m. every day from Monday to Friday.

Interested firms may obtain tender documents from the **KeMU** website: [www.kemu.ac.ke](http://www.kemu.ac.ke) at **NO FEE**. The bidders who download the tender documents must register their details with the Procurement Office via email address: [supplies@kemu.ac.ke](mailto:supplies@kemu.ac.ke) so as to receive any clarifications and/or addenda.

Complete tender documents must be enclosed in a plain sealed envelope marked with the tender number and tender name and addressed to:

**The Vice Chancellor,  
Kenya Methodist University (KeMU),  
P. O. Box 267-60200,  
Meru.**

The tender documents must be submitted in two copies one marked "ORIGINAL" and the other marked "COPY." The tender documents should be deposited in the Tender box placed next to Procurement Office at the Administration block 1<sup>st</sup> floor, **KeMU Main Campus** or be sent to **The Vice Chancellor** so as to reach him on or before the closing date and time on **Tuesday, 5<sup>th</sup> November 2024 at 11.00 a.m.**

The tenders will be opened immediately after the closing date and time on **Tuesday, 5<sup>th</sup> November 2024 at 11.00 a.m.** in the **KeMU Small Boardroom, 1<sup>st</sup> floor of the Administration Block**. Bidders or bidder representatives are invited to witness the opening.

Yours faithfully

**VICE CHANCELLOR**

## SECTION II: INSTRUCTIONS TO TENDERERS

### 2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 KeMU's employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under Public Procurement and Asset Disposal Act No.33 of 2015
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and Sub tenderers) 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 KeMU to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

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

### 2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Specifications
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  - (x) Tender security Form
  - (xi) Performance security Form
  - (xii) Manufacturers Authorization Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in the rejection of its tender.

## 2.4 Clarification of Tender Documents

- 2.4.1 A Tenderer making inquiry of the tender documents may notify **KeMU** by post, fax or by email at the **KeMU** address indicated in the Invitation for tenders. **KeMU** will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 **KeMU** 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 Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, **KeMU**, 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 email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion may extend the deadline for the submission of tenders.

## 2.6 Language of Tenders

- 2.6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and **KeMU**, shall be written in English language.

## 2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the Tenderers shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, and 2.10 below.
  - (b) Documentary evidence established in accordance with paragraph 2.1.3 that the Tenderer is eligible to tender and is qualified to perform the contract if his tender is accepted.
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

## 2.8 Tender Forms

The Tenderer shall complete the tender form and the appropriate price schedule furnished in the tender documents, indicating the services to be provided.

## 2.9 Tender Prices

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

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

2.9.2 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 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings.

## **2.11. Tenderers eligibility and qualifications**

2.11.1 Pursuant to paragraph 2.1. of this document, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer 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 **KeMU's** satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The Tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to instructions to Tenderers.

2.12.2 The tender security shall be 2% of the quoted amount.

2.12.3 The tender security is required to protect **KeMU** against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of:

(a) A bank guarantee.

(b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KeMU as non-responsive, pursuant to paragraph 2.20.5.

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

2.12.7 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.27, and furnishing the performance security, pursuant to paragraph 2.28

2.12.8 The tender security may be forfeited:

(a) If a Tenderer withdraws its tender during the period of tender validity.

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

(i) Sign the contract in accordance with paragraph 2.27 or

(ii) Furnish performance security in accordance with paragraph 2.28.

(c) If the Tenderer rejects correction of an arithmetic error in the tender.

## **2.13 Validity of tenders**

2.13.1 Tenders shall remain valid for **one hundred and eighty (180) days** after the date of tender opening prescribed by **KeMU**, pursuant to paragraph 2.18. A tender valid for a shorter period shall be considered non responsive and will be rejected.

2.13.2 In exceptional circumstances, KeMU 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 the tender**

- 2.14.1 The Tenderer shall submit the tender in two copies in two separate envelopes. One copy will be clearly marked “ORIGINAL” and the other one will be clearly marked “COPY,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and the copy of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

#### **2.15 Sealing and marking of tenders**

- 2.15.1 The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be inserted and sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the  
**The Vice Chancellor,  
Kenya Methodist University,  
P.O.Box 267-60200,  
Meru.**
  - (b) Bear the tender number and name.
- 2.15.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, **KeMU** 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 deposited in the Tender box placed outside of Procurement office at **KeMU Meru Administration block 1<sup>st</sup> floor**, so as to be received on or before the closing date and time on **Tuesday, 5<sup>th</sup> November 2024 at 11.00 a.m.**
- 2.16.2 **KeMU** may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3, in which case all rights and obligations of KeMU and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by **KeMU** 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 tenders, is received by **KeMU** prior to the deadline prescribed for submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15.A withdrawal notice may also be sent by e-mail 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 **KeMU** may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 **KeMU** shall give prompt notice of the termination to the Tenderers and on request give its reasons for the termination within fourteen (14) days of receiving the request from any Tenderer.

## **2.18. Opening of Tenders**

- 2.18.1 The tenders will be opened immediately after the closing date and time on **Tuesday, 5<sup>th</sup> November 2024 at 11.00 a.m.** in **KeMU Main Campus Small Boardroom 1<sup>st</sup> floor of the Administration block** in the presence of Tenderers' representatives present.
- 2.18.2 The Tenderers' representatives present shall sign a register evidencing their attendance.
- 2.18.3 The Tenderers names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as at its discretion may consider appropriate, will be announced at the opening.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders **KeMU** may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the Tenderer to influence **KeMU** in the 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 **KeMU** will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.



- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment, or amendment in any way by any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 **KeMU** 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, pursuant to paragraph 2.20 **KeMU** 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. **KeMU's** determination of a tender's responsiveness will 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 and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

## **2.21 Evaluation and Comparison of Tenders**

- 2.21.1 **KeMU** will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.21.2 **KeMU's** evaluation of a tender will take into account, in addition to the tender price, the operational plan, in the manner and to the extent indicated in paragraph 2.22.3.
- 2.21.3 Pursuant to paragraph 2.21.2, the following evaluation method will be applied.

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

**KeMU** requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than **KeMU's** required delivery time will be treated as non-responsive and rejected.

- 2.22.3 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

## **2.22 Contacting KeMU**

- 2.22.1 Subject to paragraph 2.19 no Tenderer shall contact **KeMU** on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.22.2 Any effort by a Tenderer to influence the members of staff of **KeMU** in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.23 Post-qualification**

- 2.23.1 **KeMU** will verify and determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.23.2 The determination will take into account the Tenderers financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 2.11.2, as well as such other information as **KeMU** deems necessary and appropriate.

2.23.3 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 **KeMU** will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.24 Award Criteria**

2.24.1 Subject to paragraph 2.26 **KeMU** 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.

2.24.2 To qualify for contract awards, the Tenderer shall have the following: -

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

## **2.25 KeMU's Right to accept or Reject any or all Tenders**

2.25.1 **KeMU** 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.

2.25.2 If **KeMU** determines that none of the tenders is responsive, **KeMU** shall notify each Tenderer who submitted a tender.

2.25.3 **KeMU** 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.

2.25.4 A Tenderer who gives false information in the tender document about his 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.

## **2.26 Notification of Award**

2.26.1 Prior to the expiry of the period of tender validity, **KeMU** will notify the successful Tenderer in writing that its tender has been accepted.

2.26.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Tenderer and **KeMU** pursuant to clause 2.9. Simultaneously the other Tenderers shall be notified that their tenders were not successful.

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, **KeMU** will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26.4 If you do not receive any official communication **within 180 days** after the tenders closing date and time of **Tuesday, 5<sup>th</sup> November at 11.00 a.m.** Kindly consider that your tender application was unsuccessful.

## **2.27 Signing of Contract.**

2.27.1 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.

2.27.2 The contract will be definitive upon its signature by the two parties.

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.

## **2.28 Performance Security**

2.28.1 The successful Tenderer may be required to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to **KeMU**.

2.28.2 Failure by the successful Tenderer to comply with the requirement of paragraph 2.27.1 or paragraph 2.28.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event **KeMU** may make the award to the next lowest evaluated tender or call for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

2.29.1 **KeMU** 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.

2.29.2 **KeMU** 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. 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 on the 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 Reference	Particulars of Appendix to Instructions To Tender
2.1.1	The tender is open to qualified registered firms for <b>KeMU/OT/002/2024: Supply, Installation, Configuration and Commissioning of ICT Network Switches and Wireless Access Points for KeMU Meru, KeMU TVET ,Nairobi and Mombasa Campus.</b>
2.10	Tender prices shall be quoted in <b>Kenya shillings</b>
2.11	The technical specifications and conformity requirements are given in the subsequent sections of the tender document including <b>Sections V,VI and VII</b> among others
2.12	The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be inserted and sealed in an outer envelope.
2.13	The tenders shall remain valid for <b>180 days</b> Tenderers who would not have received any communication within the 180 days after opening of tenders should consider themselves unsuccessful.
2.18	Date, Time and place of bid opening: <b>Tuesday, 5<sup>th</sup> November 2024 at 11.00 a.m. KeMU Main Campus ADH Boardroom 1<sup>st</sup> floor of the Administration block</b>

## SECTION III: GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

- (i) **“The contract”** means the agreement entered into between **KeMU** 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.
- (ii) **“The contract price”** means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations.
- (iii) **“The services”** means all of goods, works and services to be provided by the Tenderer including any documents, which the Tenderer is required to provide to **KeMU** under the Contract.
- (iv) **“The Tenderer”** means the individual or firm supplying the goods under this contract
- (v) **“The GCC”** means the General Conditions of Contract contained in this section
- (vi) **“The SCC”** means the Special Conditions of Contract
- (vii) **“Day”** means calendar day
- (viii) **“LAN”** means Local Area Network

### 3.2 Application

These general conditions shall apply in all contracts made by **KeMU** for the procurement of goods and services.

### 3.3 Standards

The services provided under this contract shall conform to the standards mentioned in the specifications.

### 3.4 Use of contract documents and information

3.4.1 The Tenderer shall not, without **KeMU's** prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of **KeMU** in connection therewith, to any person other than a person employed by the Tenderer in the performance of the contract.

3.4.2 The Tenderer shall not, without **KeMU's** prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the contract itself, enumerated in paragraph 2.4.1 shall remain the property of **KeMU** and shall be returned (all copies) to **KeMU** on completion of the Tenderer's performance under the contract if so required by **KeMU**.

### 3.5 Patent rights

3.5.1 The Tenderer shall indemnify **KeMU** against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by **KeMU**.

### 3.6 Performance security

3.6.1 Within fourteen (14) days of receipt of the notification of contract award, the successful Tenderer shall furnish to **KeMU** the performance security of 2% of the contract value in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender document or any other form acceptable to **KeMU**.

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

3.6.3 The performance security shall be denominated in the currency of the contract and shall be in the form of:

(a) A bank guarantee.

(b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

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

### 3.7 Delivery of services and documents

Delivery of the services shall be made by the Tenderer in accordance with the terms specified by **KeMU** in the schedule of requirements and the special conditions of contract

### 3.8 Payment

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

3.8.2 Payment shall be made promptly by **KeMU**, but in no case later than thirty (30) days after submission of a valid invoice or claim by the Tenderer, upon full implementation of the whole project, SLA signed and certificate of acceptance issued.

### 3.9 Prices

3.9.1 Prices charged by the Tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Tenderer in its tender or in **KeMU's** request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written consent signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.

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

### 3.10 Assignment

The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with **KeMU's** prior written consent.

### 3.11 Termination for default

3.11.1 **KeMU** may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderer, terminate this contract in whole or in part:

- (a) If the Tenderer fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by **KeMU**.
- (b) If the Tenderer fails to deliver the services of the specified quality.
- (c) If the Tenderer fails to perform any other obligation(s) under the contract.
- (d) If the Tenderer, in the judgment of **KeMU**, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event **KeMU** terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Tenderer shall pay **KeMU** for any excess costs for such similar services. However, the Tenderer shall continue performance of the contract to extent not terminated.

### 3.12 Termination for Convenience

3.12.1 **KeMU** by written notice sent to the Tenderer, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the Tenderer 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 **KeMU** may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

### **3.13 Resolution of Disputes**

3.13.1 **KeMU** and the Tenderer shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

3.13.1 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 Liquidated Damages**

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

### **3.15 Governing Language**

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

### **3.16 Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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



## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of General Conditions of Contract	Special Condition Of Contract
3.6 Performance security	As per clause 2.28.
3.7 Delivery of Services	Delivery of the services shall be made by the Tenderer in accordance with the terms specified by KeMU in the schedule of requirements and the special conditions of contract.
3.8 (i) Payment (ii) Payment mode/criteria	As per details in the Form of Tender/Price Schedule/Financial Proposal and Section VI of the tender Document and/or any other mutually discussed and agreed criteria.
3.9 Price adjustment	No price adjustments allowed. However, the contract should be able to provide for provision of any approved goods, works or services and or reduction of the same at similar price guided by the provisions of Public Procurement and Asset Disposal Act, No.33 of 2015.
3.15 Liquidated damages	If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, <b>KeMU</b> shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods, works and or services. After this the termination of the contract may be considered.
3.16 Applicable law	Laws of Kenya
3.18 Notices	<b>Vice Chancellor, KeMU</b> <b>P. O. Box 267-60200 MERU</b>

## SECTION V: SCHEDULE OF REQUIREMENTS

Bidders are required to make a comprehensive list of all the components. It is the responsibility of the bidder to provide all critical components in sufficient quantities. Bidders are required to take to the technical specifications in section VII and note of the following requirements among others:

DESCRIPTION	UNIT	QTY
<b>KEMU MAIN CAMPUS MERU</b>		
<b>Wireless Access Points (12 Caged)</b>		
In Door Wireless Access Point (500 concurrent connection capacity)	Pcs	4
In Door Wireless Access Point (200-300 concurrent connection capacity)	Pcs	14
Out Door Wireless Access Point	Pcs	4
Repositioning of existing Wireless Access Points	Pcs	1
Installation, configuration and testing of the Wireless Access Points		<u>23</u>
<b>Network Switches</b>		
Layer 2 Managed PoE Network Switch 48 Port	Pcs	7
Installation, configuration and testing of the Network Switches		<u>7</u>
<b>KEMU TVET</b>		
<b>Wireless Access Points (4 Caged)</b>		
In Door Wireless Access Point (200-300 concurrent connection capacity)	Pcs	4
Installation, configuration and testing of the Wireless Access Points		<u>4</u>
<b>KEMU GREENLAND MERU</b>		
Layer 2 Managed PoE Network Switch 24 Port	Pcs	1
1G SFP Module	Pcs	1
SC-LC single mode duplex fiber patch cord 2m	Pcs	1
Wall Mounted Network Cabinet 15U	Pcs	1
CAT 6A Patch Panel- 48 ports	Pcs	1
In Door Wireless Access Point (200-300 concurrent connection capacity) (14 Caged)	Pcs	14
Wireless Controller	Pcs	1
CAT6 indoor copper cable roll	Roll	2
CAT6 outdoor copper cable roll	Roll	2
Installation, configuration and testing of the Network Switch and Wireless Access Points		<u>15</u>
<b>KEMU TOWERS – NAIROBI</b>		
<b>Wireless Access Points (18 Caged)</b>		
In Door Wireless Access Point (200-300 concurrent connection capacity)	Pcs	18
Installation, configuration and testing of the Wireless Access Points		<u>18</u>
<b>Network Switches</b>		
Layer 2 Managed PoE Network Switch 48 Port	Pcs	5
Installation, configuration and testing of the Network Switches		<u>5</u>
<b>KEMU MOMBASA CAMPUS</b>		
<b>Wireless Access Points (4 Caged)</b>		
In Door Wireless Access Point (200-300 concurrent connection capacity)	Pcs	4
Installation, configuration and testing of the Wireless Access Points		<u>4</u>
<b>Network Switches</b>		

Layer 2 Managed PoE Network Switch 24 Port	Pcs	4
Installation, configuration and testing of the switches	<u>4</u>	

**Note:** All prices shall be documented only in the financial bid document(s)/Price Schedules/Form of Tender submitted in a separate envelope.

# **TERMS OF REFERENCE (TOR) FOR SUPPLY, INSTALLATION AND CONFIGURATION OF ICT NETWORK SWITCHES AND WIRELESS ACCESS POINTS FOR KeMU MERU, KeMU TVET, NAIROBI AND MOMBASA CAMPUSES.**

## **1 PROJECT EXPECTATIONS**

### **1.1 Overall objective**

The overall objective of the project is to supply, install and commission ICT network Switches and Wireless Access points for KeMU Meru, KeMU TVET, Nairobi and Mombasa Campuses.

### **1.2 Specific objectives**

- To extend the reach of access of Internet and other networked services to KeMU spaces located in KeMU Meru, KeMU TVET, Nairobi and Mombasa Campus.
- To increase the performance (bandwidth) available on the backbone and its links with other Local Area Networks (LANs) and Wide Area Networks (WANs).
- To provide improved capabilities for traffic management and security including quality of service, traffic control, traffic measurement and traffic flow recording.
- To improve network security and traffic measurement through network segmentation among other measures.
- To increase the number of Internet Protocol (IP) addresses available to network hosts.
- To ensure neat and proper trunking of cables and wall plates within the network within the KeMU server room.
- To ensure proper installation of network cabinets, routers, switches, cables, patch panels, wall plates, patch cords, fibre cables, wireless WiFi hotspots and rackmount UPS.

### **1.3 Scope of services**

The scope of work for the project will include but not limited to:

- a) Review the ICT wireless access report of all the mass user points/ locations.
- b) Review the number of access points to add/remove/relocate the access points to maximize accessibility.
- c) Installation of Wireless Access Points.
- d) Caging of Wireless Access Points for security.
- e) Relocating Wireless Access Points to more optimum locations for maximized accessibility.
- f) Connecting all newly installed Wireless Access Points the Local Area Network.
- g) Configuring all newly installed Wireless Access Points to be fully operational.
- h) Optimizing the wireless range of the newly installed Wireless Access Points.
- i) Verifying that all newly installed Wireless Access Points are accessed at all predetermined mass user points/locations defined in (a)
  - WiFi signal strength (RSSI) should be at least -67 dBm in all targeted areas.
  - Signal-to-Noise Ratio (SNR) should be above 25 dB.
  - Data rates should meet or exceed 50 mbps per connection.
  - Packet loss should be minimal, ideally below 1%.Updating network switches.
- j) Review ICT network switches report of the current network infrastructure.
  - Conduct a comprehensive assessment of the current network infrastructure.
  - Identify outdated or end-of-life network switches.

- Evaluate the capacity and performance of existing switches.
- k) Upgrade network switches.
- Install new network switches to replace outdated hardware.
  - Ensure compatibility with the existing network infrastructure and future expansion plans.
  - Configure the new switches to optimize network performance and reliability.
  - Implement VLANs (Virtual Local Area Networks) to segment network traffic and improve security.
  - Configure Quality of Service (QoS) settings to prioritize network traffic and ensure optimal performance for critical applications.
- l) Configure switches to optimize network performance and ensure reliability.
- m) Implement VLANs (Virtual Local Area Networks) to segment network traffic and improve security.
- n) Test network performance after the switch upgrade.
- Conduct thorough testing of the network switches after installation.
  - Verify connectivity and ensure seamless integration with the existing network.
  - Test network performance to identify and address any potential issues.
  - Measure network throughput, latency, and packet loss to ensure optimal performance.
  - Perform stress testing to assess the resilience of the network under heavy load conditions.
- o) Provide documentation for the new network switches, including configuration settings and network diagrams.
- p) Trunking and cabling as may be appropriate.
- q) Provide documentation related to the installation of equipment and cables as appropriate.

Bidders are requested to note the following:

- (a) Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data. KeMU reserves the right to reject these products if such deviations shall be found critical to the use and operation of the products.
- (b) All components **must** be new, unused and of the most recent or current versions. They should incorporate the latest improvements in design and materials.
- (c) The bidder must provide a manufacturer's authorization of all active equipment to be supplied under the contract.
- (d) The successful bidder is expected to be vastly experienced in networking technologies and possess proven abilities in the supply and installation of the solution proposed
- (e) The successful bidder must have a local presence in terms of support with 24-hour availability. The bidder is expected to have performed similar works of equal or bigger scope.
- (f) The implementation of the project is also expected to be planned to cause the least disruption to production services.
- (g) A site visit **MUST** be conducted for better understanding of the proposed scope of work.

The site visit will be conducted on:

**Mombasa Campus**

Date: Tuesday 8<sup>th</sup> October 2024

Time: 11.00am

Venue: Mombasa Campus Boardroom Along Buxton Narok Road

**Nairobi Campus**

Date: Tuesday 15<sup>th</sup> October 2024

Time: 11.00am

Venue: Executive Boardroom 7th Floor KeMU Towers

**Meru Campus**

Date: Wednesday 23<sup>rd</sup> October 2024

Time: 11.00am

Venue: ADH Boardroom Administration Block 1<sup>st</sup> Floor

The site visit will involve an assessment of the existing infrastructure and identification of the

proposed Local Area Network trunking routes to be included in the bidder's final design proposal, as well as the determination of cable lengths. Upon completion of the site visit, a Certificate of Site Visit will be issued, which must be submitted along with the final proposal as proof of attendance. All costs associated with the site survey shall be borne by the bidder, and the survey should be conducted in a manner that minimizes disruption to ongoing operations.

#### 1.4 Testing and Acceptance

- Acceptance will be based on testing of the project components. The tests will include:
- Ensuring that all equipment supplied have been installed, properly configured and are running on the latest firmware from the OEM.
- Ensuring that training on all active equipment has been conducted.
- For the cabling subsystem, the following tests for fibre optic cables are mandatory:
  - Distance test
  - Link -return loss
  - Fiber-loss
  - Event loss
  - Link loss
  - Return loss
- All test results shall be recorded in and signed by the bidder (hardcopy). An electronic version of the same should be provided in the form of a USB drive.
- Visual inspection of all components and installations shall be carried out by KeMU.
- All components shall be tested, recorded and a completion certificate issued against the following:
  - Date commissioned
  - Warranty period.
- Where there is failure, there should be immediate rectification of the problem and a further test carried out to ascertain that the issue has been rectified.
- Acceptance of the project products will only be after visual inspection has been completed and test results confirm that all the requirements have been met.

#### 1.5 Warranty and Support

- The bidder shall provide a manufacturer's warranty per each of the active equipment.
- The bidder shall warrant that all network installations as well as equipment is free from defect and that immediate action shall be taken by the bidder during the warranty period in cases of failure.

#### 1.6 Involvement of KeMU members of staff

The qualified suppliers will be required to work closely with Head of Information, Communications and Technology and other relevant members of staff as appropriate during the period of the network upgrade.

#### 1.7 Deliverables

The main deliverable will be:

- A well organized and managed network equipment 15U Rack
- Proposed Layout diagram for the WIFI hotspot for Meru (including Greenland), Nairobi, Mombasa Campuses
- Scalable, secure and adequate WIFI coverage for KeMU as described in 1.3 (a and i)
- Warranty on all active network equipment.
- Proper mounting and configuration of ICT network equipment at designated

- locations including the server rooms.
- A recommendation on the impact of the wireless network on the existing internet bandwidth in form of a report
- Training services.

#### 1.8 Portfolio of expertise and qualifications

- **The firm**

The Supplier will be required to demonstrate expertise and skills in undertaking an upgrade of similar nature by providing evidence of similar projects undertaken in the public and private sector in the last five (5) years.

- **Academic qualifications**

The members of the upgrade team will be required to demonstrate that they hold individually a minimum of a diploma in networking and certification in networking or other relevant disciplines from a recognized training institution and certifying body. There must be a trained and certified personnel in fiber optics.

- **Individual team member's portfolio of experience**

The team leader should have:

- A minimum of five (5) years' experience in undertaking similar projects with a demonstrable level of acceptance.
- Professional certification in networking.
- Advanced knowledge of firewalls.
- Experience of working on large to mid-size enterprise networks.

#### 1.9 Duration of the network project

The firm will be required to devise appropriate strategies and project implementation plan to generate as much information as necessary to accomplish the task **within 45 working days of commencement of the project.**

The warranties for all active equipment should be transferred at the time of installation (after verification). **Final payments will be based on the availability of the valid warranties.**

#### 1.10 Proposal evaluation and award

Proposal evaluation and award will be based on two criteria as follows:

- Technical evaluation on the deliverables – 70%
- Financial evaluation on the price quoted – 30%

**Total** **100%**

Only bidders that score a minimum of seventy percent (80%) in the technical evaluation shall qualify for financial evaluation. The determination of the financial evaluation shall be Least Cost Based.

### 3. EVALUATION CRITERIA

#### (a) Preliminary evaluation criteria(mandatory)

A preliminary evaluation will be carried out and bidders who are missing any of the following items shall be considered non-responsive and hence won't be considered for further evaluation.

No.	Item Description	Remark
1.	Tax compliance certificate.	Mandatory
2.	Certificate of Incorporation/Registration.	Mandatory
3.	Complete Confidential Business Questionnaire.	Mandatory
4.	Completed Anti-corruption declaration form.	Mandatory
5.	Original and copy of the tender bid documents as specified in the tender document.	Mandatory
6.	Letter/Certificate of accreditation from ICT Authority (ICTA 4 Networks).	Mandatory
7.	National Construction Authority Certificate, Structured cabling and computer networking (NCA 4) and 5)	Mandatory
8.	Valid Manufacturers' Authorizations for all active equipment.	Mandatory
10.	CR 12 from Registrar of Companies	Mandatory

#### (b) Technical evaluation

This will be a two-stage evaluation involving examination of fulfilment of the mandatory technical requirements for the success of the proposed solution and a detailed evaluation of the proposals' ability to meet the set specifications. Those bids that do not meet any of the mandatory technical requirements will not be considered for the detailed evaluation.

##### (i) Mandatory requirements

Mandatory requirement	Priority
Manufacturer's authorization(s) for active Equipment	Mandatory
Proposed UPS meets all specifications as indicated in Appendix II	Mandatory
Proposed Level 2 Switches meets all specifications as captured in Appendix II.	Mandatory
Must Attach Brochures and <b>technical data sheets</b> showing details of each proposed equipment (model/make etc.) to aid in technical evaluation of the bids	Mandatory
Proposed Level 3 Switch meets all specifications as listed in appendix II.	Mandatory
Evidence of Site Survey: - Site Viewing Certificate- Bidders are required to view KeMU Local Area Network. Bidders are required to attach a filled, Signed & Stamped copy of the site viewing certificate.	Mandatory

##### i. Detailed Evaluation

During detailed evaluation the bids shall be subjected to a more thorough evaluation to check if they meet the technical requirements as stated in the bid documents. The pass mark for this evaluation stage is **70%**. Bidders who fail to meet the pass mark of **70%** shall be disqualified from continuing to the next stage of financial evaluation. Each of the requirements in the bids shall be scored as weighted below:



## ii. Final Evaluation

No.	Item Description	Marks
1.	<b>Specific experience of the firm in the last five (5) years</b> <i>(attach evidence–Copy of contract/LPO/LSO/Recommendation letters duly signed or their equivalent )</i>	[25]
(a)	<ul style="list-style-type: none"> <li>Have expertise and skills in undertaking five (5) similar projects by providing evidence of projects undertaken in the public and private sector in the last five (5) years.</li> </ul>	20
(b)	<ul style="list-style-type: none"> <li>1 - 4 similar nature of assignment in either public or private sector.</li> </ul>	5
(c)	<ul style="list-style-type: none"> <li>No similar nature of assignment.</li> </ul>	0
2.	<b>Adequacy of the proposed KEMU Network Enhancement solution in responding to the TOR</b>	[40]
(a)	Proposed switches meet all specifications	10
(b)	Wireless access points meet all specifications	10
(c)	Detailed description of work plan which should include delivery for supply, delivery and installation of LAN equipment and other materials	15
(d)	Proposed duration for finalizing assignment	5
(e)	Clearly identified areas for the installation of WiFi hotspots	5
3.	<b>Competence and capacity of the key staff for the assignment</b>	[30]
(a)	The team leader should have a minimum of five (5) years' experience in undertaking similar projects with a demonstrable level of acceptance of the results.	10
(b)	The team leader has relevant Professional certifications in Networking	5
(c)	At least two (2) Associates and support team members should have a minimum of a diploma in networking and relevant certifications and a minimum of three (3) years' experience in undertaking similar works in either the private or public sector.	
	<ul style="list-style-type: none"> <li>three (3) years' experience and above <i>(for each associate/ support consultant)</i></li> </ul>	10
	<ul style="list-style-type: none"> <li>one (1) to two (2) years' experience <i>(for each associate/ support consultant)</i></li> </ul>	5
<b>Total Technical Evaluation Score</b>		<b>100</b>

valuation of the responsive bids will consider technical factors by bidders in addition to financial factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid as:

$$B = \frac{C_{low}}{C} (x) + \frac{T_{high}}{T} (y)$$

Where:

$C$  = Evaluated Bid Price

$C_{low}$  = the lowest of all evaluated bid prices among responsive bids

$T$  = the total Technical Score awarded to the bid

$T_{high}$  = the Technical Score achieved by the bid that was scored highest among all responsive bids

$x$  = weight for the Price (30%)

$y$  = weight for the Technical Score (70%)

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be eligible for post qualification site visit.

(c) **Costing**

Bidders are required to make a comprehensive list of all the materials that will be required to carry out all installations in the format presented in this tender. It is the responsibility of the bidder to provide all critical materials in sufficient quantities.

It should however be noted that this list is only for purposes of tender evaluation and does not relieve the successful bidder of the responsibility to carry out the task at the quoted price. Consequently, all materials necessary for performance of this project shall be deemed to be included in the submitted bid even if they are not explicitly listed.

Appendix I provides guidance on the format to be adopted by the bidder in costing for the materials and services in execution of the project.

## APPENDIX 1: PROJECT REQUIREMENTS

ITEM	DESCRIPTION	UNIT	QTY	PROPOSED DEVICE	RATE (KES.) UNIT COST	AMOUNT
<b>Network Switches</b>						
Meru Main Campus	Hostel: New Men Ground floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Hostel: New Men 1st floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Hostel: New Women Ground floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Hostel: New Women 1 <sup>st</sup> floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Hostel: Maria Ground floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Hostel: Greenland <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Student Center 1 <sup>st</sup> floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	KeMU Medical Center Ground floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
Nairobi Campus	IS LAB 1 <sup>st</sup> Floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	ICOS LAB 2 <sup>nd</sup> Floor <b>-Layer 2 48 port POE network switch</b>	No.	4			
Mombasa Campus	Library Ground floor <b>-Layer 2 24 port POE network switch</b>	No.	2			
	Reception Area Ground Floor <b>-Layer 2 24 port POE network switch</b>	No.	1			
	Security Office Ground Floor	No.	1			

	-Layer 2 24 port POE network switch					
<b>Wireless Access Points (PoE wall/Ceiling mount With Security Cage)</b>						
Main Campus	Hostel: New Men	No.	2			
	Hostel: New Women	No.	1			
	Hostel: Maria	No.	2			
	Hostel: Greenland	No.	14			
	Kemu Student Center Ground Floor Cafeteria	No.	2			
	Thomas Lecture Halls 1&2	No.	2			
	Business Department Block	No.	1			
	Education Department Block	No.	2			
	Post Graduate Offices Board Room	No.	1			
	University Chapel Building – Top terrace	No.	1			
	Out Door - Pavilion grounds facing the Lake	No.	1			
	Out Door - Pavilion grounds facing Graduation Square	No.	1			
	Out Door – Admin Gown Storage Area	No.	1			
	Out Door – Science Block rear parking and sports grounds	No.	1			
	Admin Block – Ground Floor CFSK, lecture halls and Marketing area	No.	1			
	Admin block – 1 <sup>st</sup> floor Registrar Admins area including ADH Repositioning the existing wireless Access Point					
	Admin block – 1 <sup>st</sup> Floor Finance, Legal office, Audit and ICT office	No.	2			
	Admin block – 2 <sup>nd</sup> Floor VC, DVC APF, CFO, Chancellor	No.	1			
	Admin block – Ground	No.	1			
Meru TVET	Admin/ Lecture Block	No.	4			
Nairobi Campus KeMU Towers building	2 <sup>nd</sup> floor - Hospitality Department, Security Office and Students Lecture Rooms	No.	1			
	3 <sup>rd</sup> Floor – Academic Registrar's Office and Student Lecture Rooms	No.	1			

5 <sup>th</sup> Floor – Journalism Studio, Boardroom and Student Lecture Rooms	No.	1			
6 <sup>th</sup> Floor – Library Reading Area and Student Lecture Rooms	No.	1			
7 <sup>th</sup> Floor - Human Resource, DVC's Office lounge, VC's Office, Board Room, Principal's Office	No.	2			
8 <sup>th</sup> Floor - Seminar Room, HSM Computer Lab, Dean CIS Office and Chapel	No.	1			
9 <sup>th</sup> Floor - Post Graduate Computer Lab and Student Lecture Rooms	No.	1			
10 <sup>th</sup> Floor - Library and Reading Area	No.	1			
11 <sup>th</sup> Floor - DVBL, Theology, Audit Office, DUAM, Directorate of Competency Education and Curriculum	No.	1			
12 <sup>th</sup> Floor - CIS Exams Officer's Office, Switch Board, Post Graduate Office, Director Research Office, Student Lecture Rooms	No.	1			
13 <sup>th</sup> Floor - ICT, CIS, Journalism, HSM, HND, Medical Lab, Information Science	No.	2			
14 <sup>th</sup> Floor - Operations Office, Students Lecture Rooms	No.	1			
15 <sup>th</sup> Floor - Business School	No.	1			
16 <sup>th</sup> Floor - HND and Medical Laboratories, Maintenance Office, Student Lecture Rooms	No.	1			

Mombasa Campus Main Building	Ground Floor - Classrooms 1,2,3	No.	1			
	Ground Floor - Library	No.	1			
	1 <sup>st</sup> Floor - Classrooms 1,5,6,7	No.	1			
	1 <sup>st</sup> Floor - -Staff and Faculty	No.	1			
<b>Network installation at Greenland</b>						
Accessories	1G SFP Module	No.	1			
	SC-LC single mode duplex fiber patch cord 2m	No.	1			
	Wireless controller	No.	1			
	CAT6 indoor copper cable roll	Roll	2			
	CAT6 outdoor copper cable roll	Roll	2			
	15U Wall Mount Data Cabinet	No.	1			
<b>Other</b>						
	Installation, configuration, tests and related labor charges (please itemize)	No.	1			

## APPENDIX II: TECHNICAL SPECIFICATIONS

Layer 2 Managed PoE Network Switch		
No	Quantity	Minimum Specifications
1	17	<p><b>Total PoE Budget:</b> - 720W  <b>Max PoE per Port:</b> - PoE: 15.4W; PoE+: 30W; PoE++: 60W  <b>Switching Capacity:</b> - 224 Gbps (112 Gbps non-blocking)  <b>Forwarding Rate:</b> - 166.656 Mpps  <b>Processor:</b> - ARM Cortex-A57 Quad-core, 1.7 GHz or Quad-core x86 CPU @ 1.4 GHz  <b>RAM:</b> - 4 GB  <b>Flash Memory:</b> - 16 GB  <b>Stacking Capability:</b> - Supports up to 8 switches in a stack  <b>MAC Address Table:</b> - 32,000 entries  <b>Layer Support:</b> - Layer 2 &amp; Layer 3 (RIP, OSPF, EIGRP, Policy-based routing)  <b>Security Features:</b> MACsec-128, DHCP Snooping, Storm Control  <b>Automation:</b> NETCONF, RESTCONF, YANG, model-driven telemetry  <b>Power Consumption:</b> - Max 843.89W (excluding PoE)  <b>Operating Voltage:</b> - 230V AC, 50/60 Hz  <b>Cooling:</b> - Fan-based cooling, noise level: 42 dB  <b>Operating Temperature:</b> - -5°C to 45°C (23°F to 113°F)  <b>Operating Humidity:</b> - 10-95% non-condensing  <b>Warranty:</b> - Limited lifetime warranty</p>
1G SFP Module		
No	Quantity	Minimum Specifications
2	1	<p><b>Type:</b> - 1G SFP (Small Form-factor Pluggable)  <b>Standard Compliance:</b> - IEEE 802.3z (Gigabit Ethernet)  <b>Data Rate:</b> - 1.25 Gbps (Gigabit Ethernet)  <b>Interface:</b> - LC (Lucent Connector)  <b>Connector:</b> - Duplex LC  <b>Wavelength:</b> - 850 nm (for multimode fiber), 1310 nm or 1550 nm (for single-mode fiber)  <b>Transmission Distance:</b> - Multimode: 550 meters (using 850 nm) Single-mode: 10 km (using 1310 nm), 80 km (using 1550 nm)  <b>Optical Output Power:</b> - Multimode: -9.5 to -3 dBm Single-mode: -8 to -3 dBm  <b>Receiver Sensitivity:</b> - Multimode: -17 dBm Single-mode: -23 dBm  <b>Fiber Type:</b> - Multimode (OM2, OM3, OM4) - Single-mode (OS1, OS2)  <b>Power Consumption:</b> - &lt; 1W  <b>Operating Temperature:</b> - 0°C to 70°C (32°F to 158°F)  <b>Humidity:</b> - 5% to 95% non-condensing  <b>Dimensions:</b> - 68.6 x 13.4 x 8.5 mm  <b>Weight:</b> - 75 g  <b>MTBF (Mean Time Between Failures):</b> - 4,000,000 hours  <b>Hot-swappable:</b> - Yes  <b>Digital Diagnostics:</b> - DOM (Digital Optical Monitoring) supported  <b>Applications:</b> - Gigabit Ethernet, Fiber Channel, SONET, SDH</p>



		<b>Certifications:</b> - CE, FCC, RoHS <b>Compliance:</b> - SFP MSA (Multi-Source Agreement) <b>Warranty:</b> - Limited Lifetime
<b>SC-LC single mode duplex fiber patch cord 2m</b>		
No	Quantity	Minimum Specifications
3	1	<b>Connector Type:</b> - SC to LC (Simplex or Duplex) <b>Fiber Mode:</b> - Single-mode (OS1/OS2) <b>Length:</b> - 2 meters (6.56 feet) <b>Cable Type:</b> - Duplex fiber patch cable <b>Core/Cladding Diameter:</b> - 9/125 $\mu\text{m}$ (single-mode) <b>Wavelength:</b> - 1310 nm / 1550 nm <b>Insertion Loss:</b> - $\leq 0.3$ dB (typical) <b>Return Loss:</b> - $\geq 50$ dB <b>Compliance:</b> - RoHS, ISO/IEC 11801, TIA/EIA-568-C.3 <b>Standards:</b> - IEC-61754-20, TIA/EIA-604-10
<b>Wireless Controller</b>		
No	Quantity	Minimum Specifications
4	1	<b>Processor:</b> - 8-Core ARM Cortex-A53 @ 1.5 GHz <b>Memory (RAM):</b> - 3 GB LPDDR4 <b>Storage:</b> - 32 GB eMMC internal storage <b>Expandable Storage:</b> - 1 TB 2.5" SATA HDD (upgradable to 5 TB) <b>Management Interface:</b> - UniFi Controller <b>Networking Interface:</b> - 1 x 10/100/1000 Ethernet Port (Gigabit RJ45) <b>Certifications:</b> - CE, FCC, IC <b>Warranty:</b> - 1-year limited warranty
<b>CAT6A Indoor copper cable roll</b>		
No	Quantity	Minimum Specifications
5	2	<b>Category:</b> - CAT6A (Category 6A) <b>Cable Type:</b> - Unshielded Twisted Pair (UTP) or Shielded Twisted Pair (STP) <b>Conductor Material:</b> - 100% Bare Copper <b>Conductor Gauge:</b> - 23 AWG (American Wire Gauge) <b>Conductor Construction:</b> - Solid copper, 4 twisted pairs <b>Frequency Range:</b> - Up to 500 MHz <b>Data Rate Support:</b> - 10 Gigabit Ethernet (10GBASE-T) <b>Transmission Distance:</b> - Up to 100 meters (328 feet) <b>Cable Jacket:</b> - PVC (Polyvinyl Chloride) or LSZH (Low Smoke Zero Halogen) <b>Outer Diameter:</b> - 7.0-8.5 mm (depending on shielding) <b>Roll Length:</b> - 305 meters (1000 feet) <b>Color:</b> - Typically, Blue or Grey <b>Insulation:</b> - Polyethylene (PE) <b>Impedance:</b> - 100 Ohms $\pm 15\%$ <b>Maximum Pulling Tension:</b> - 110 N (25 lbf) <b>Operating Temperature:</b> - -20°C to 60°C (-4°F to 140°F) <b>Flame Retardant Rating:</b> - CM, CMR, or CMP (for riser or plenum-rated installations) <b>Compliance Standards:</b> - ISO/IEC 11801, ANSI/TIA-568-C.2 <b>Compliance:</b> - RoHS, REACH <b>Packaging:</b> - Supplied in a reel or box

		<b>Applications:</b> - Indoor Data Center, Office Networks, High-Speed Ethernet
<b>CAT6A Outdoor copper cable roll</b>		
<b>No</b>	<b>Quantity</b>	<b>Minimum Specifications</b>
6	2	<p><b>Category:</b> - CAT6A (Category 6A)</p> <p><b>Cable Type:</b> - Shielded Twisted Pair (STP) or Foiled Twisted Pair (FTP) for outdoor use</p> <p><b>Conductor Material:</b> - 100% Bare Copper</p> <p><b>Conductor Gauge:</b> - 23 AWG (American Wire Gauge)</p> <p><b>Conductor Construction:</b> - Solid copper, 4 twisted pairs</p> <p><b>Frequency Range:</b> - Up to 500 MHz</p> <p><b>Data Rate Support:</b> - 10 Gigabit Ethernet (10GBASE-T)</p> <p><b>Transmission Distance:</b> - Up to 100 meters (328 feet)</p> <p><b>Cable Jacket:</b> - UV-resistant, PE (Polyethylene) jacket</p> <p><b>Shielding:</b> - F/UTP (Foil Unshielded Twisted Pair) or S/FTP (Shielded Foiled Twisted Pair)</p> <p><b>Outer Diameter:</b> - 8.0 - 9.0 mm (depending on shielding)</p> <p><b>Roll Length:</b> - 305 meters (1000 feet)</p> <p><b>Color:</b> - Black (UV-resistant)</p> <p><b>Insulation:</b> - Polyethylene (PE)</p> <p><b>Rip Cord:</b> - Yes (for easy jacket removal)</p> <p><b>Waterproofing:</b> - Water-blocking gel for moisture protection</p> <p><b>Temperature Rating:</b> - -40°C to 75°C (-40°F to 167°F)</p> <p><b>UV Resistance:</b> - Yes (suitable for outdoor exposure)</p> <p><b>Impedance:</b> - 100 Ohms ± 15%</p> <p><b>Flame Retardant Rating:</b> - CMX (suitable for outdoor and direct burial applications)</p> <p><b>Compliance Standards:</b> - ISO/IEC 11801, ANSI/TIA-568-C.2, IEEE 802.3an</p> <p><b>Compliance:</b> - RoHS, REACH, UL Listed</p> <p><b>Packaging:</b> - Supplied in a reel or box</p> <p><b>Applications:</b> - Outdoor, Direct Burial, Long-Distance, Harsh Environments</p>
<b>15U Wall Mount Data Cabinet</b>		
<b>No</b>	<b>Quantity</b>	<b>Minimum Specifications</b>
7	1	<p><b>Rack Unit:</b> - 15U (15 Rack Units)</p> <p><b>Mount Type:</b> - Wall Mountable</p> <p><b>Dimensions:</b> - Approx. 600mm (W) x 450mm (D) x 780mm (H)</p> <p><b>Material:</b> - Cold-rolled steel, powder-coated finish</p> <p><b>Rack Depth:</b> - 450mm - 600mm</p> <p><b>Door Type:</b> - Tempered glass front door with lock, reversible (left or right)</p> <p><b>Side Panels:</b> - Removable, lockable with quick-release latches</p> <p><b>Ventilation:</b> - Pre-punched holes for ventilation; optional fan kits available</p> <p><b>Cable Management:</b> - Top and bottom cable entry knockouts for cable routing</p> <p><b>Cooling:</b> - Pre-installed or optional fan trays for active cooling</p> <p><b>Security:</b> - Front and side panel locks for security</p> <p><b>Grounding:</b> - Grounding lug included</p> <p><b>Accessories:</b> - Cage nuts, mounting screws, and key locks included</p>

		<b>Cooling:</b> - Fan Slots <b>Compliance Certifications:</b> - RoHS, CE
<b>CAT 6A Patch Panel- 48 ports</b>		
No	Quantity	Minimum Specifications
8	1	<b>Ports:</b> - 48 <b>Standard:</b> - CAT6A, 500MHz <b>Dimensions:</b> - 3.5"H (1U) x 19"W x 4.5"D with cable management (8.9 x 48.3 x 11.4 cm). <b>Staggered-port design, shielded couplers:</b> - to minimize ANEXT and improve performance <b>Rear cable management bars:</b> - two rear cable management bars <b>Speed:</b> - 10-Gigabit Ethernet networks <b>Material:</b> - cold-rolled steel
<b>Out Door Wireless Access Point</b>		
No	Quantity	Minimum Specifications
9	4	<b>Wi-Fi Standards:</b> - 802.11 a/b/g/n/ac (Wi-Fi 5) <b>Maximum Speed:</b> - 2.4 GHz: 450 Mbps / 5 GHz: 1300 Mbps <b>Frequency Bands:</b> - Dual-band (2.4 GHz and 5 GHz) <b>Range:</b> - Up to 183 meters (600 feet) <b>Ethernet Ports:</b> - 2 x 10/100/1000 Ethernet ports <b>Antenna Gain:</b> - 8 dBi (2.4 GHz), 6 dBi (5 GHz) <b>Power Method:</b> - 802.3af PoE/PoE+ (Power over Ethernet) <b>Simultaneous Connections:</b> - Up to 250 simultaneous client connections <b>Mounting:</b> - Pole or wall-mountable <b>Weatherproofing:</b> - IP55-rated or higher for outdoor use <b>Operating Temperature:</b> - -30°C to 70°C (-22°F to 158°F) <b>Operating Humidity:</b> - 5% to 95% non-condensing <b>VLAN Support:</b> - Yes (802.1Q VLAN tagging) <b>Guest Network:</b> - Supported <b>Security:</b> - WPA-PSK, WPA-Enterprise (WPA/WPA2) <b>Management Interface:</b> - Managed via Controller software (cloud or on-premise) <b>Compliance:</b> - CE, FCC, IC <b>Warranty:</b> - 1-year limited warranty
<b>In Door Wireless Access Point (500 concurrent connection capacity)</b>		
No	Quantity	Minimum Specifications
10	4	<b>Wi-Fi Standards:</b> - 802.11 a/b/g/n/ac/ac-wave2 (Wi-Fi 5) <b>Maximum Speed:</b> - 2.4 GHz: 800 Mbps / 5 GHz: 1733 Mbps <b>Frequency Bands:</b> - Dual-band (2.4 GHz and 5 GHz) <b>Ethernet Ports:</b> - 2 x 10/100/1000 Ethernet ports <b>PoE Support:</b> - 802.3at PoE+ <b>Range:</b> - Up to 122 meters (400 feet) <b>Simultaneous Clients:</b> - Over 500 simultaneous users <b>Mounting:</b> - Wall/Ceiling mountable <b>Operating Temperature:</b> - -10°C to 70°C (14°F to 158°F) <b>Operating Humidity:</b> - 5% to 95% non-condensing <b>Encryption:</b> - WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES) <b>VLAN Support:</b> - Yes

		<b>Management Interface:</b> - Managed via Controller software (cloud or on-premise) <b>Guest Network:</b> - Supported <b>Compliance:</b> - CE, FCC, IC <b>Power Method:</b> - PoE/PoE+ (802.3af PoE Injector included) <b>Warranty:</b> - 1-year limited warranty
<b>In Door Wireless Access Point (200-300 concurrent connection capacity)</b>		
No	Quantity	Minimum Specifications
11	54	<b>Wi-Fi Standards:</b> - 802.11 a/b/g/n/ac (Wi-Fi 5) <b>Maximum Speed:</b> - 2.4 GHz: 450 Mbps / 5 GHz: 1300 Mbps <b>Frequency Bands:</b> - Dual-band (2.4 GHz and 5 GHz) <b>Ethernet Ports:</b> - 2 x 10/100/1000 Ethernet ports <b>PoE Support:</b> - 802.3af PoE/PoE+ <b>Range:</b> - Up to 122 meters (400 feet) <b>Simultaneous Clients:</b> - Up to 200 simultaneous users <b>Mounting:</b> - Wall/Ceiling mountable <b>Operating Temperature:</b> - -10°C to 70°C (14°F to 158°F) <b>Operating Humidity:</b> - 5% to 95% non-condensing <b>Encryption:</b> - WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES) <b>VLAN Support:</b> - Yes (802.1Q VLAN tagging) <b>Management Interface:</b> - Managed via Controller software (cloud or on-premise) <b>Guest Network:</b> - Supported <b>Compliance:</b> - CE, FCC, IC <b>Power Method:</b> - PoE/PoE+ (802.3af PoE Injector included) <b>Warranty:</b> - 1-year limited warranty

## SECTION VIII: STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the Tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the Tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the Tenderer at the time of tender preparation. Only the successful Tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Letter of Notification of Award** –The letter shall be written to the successful bidder
8. **KeMU FORM 3: Client Reference Form** — The form should be duly filled and submitted by at least five (5) firms.
9. **Anti-Corruption Declaration** - This form must be completed by the Tenderer and submitted with the tender documents.
10. **Tender Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
11. **Manufacturers Authorization Form/Letter** - This form/Letter must be completed by the Tenderer and submitted with the tender documents.

8.1 FORM OF TENDER

Date: ----- 2024

KeMU/OT/002/2024

**SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF ICT NETWORK SWITCHES AND WIRELESS ACCESS POINTS. For KeMU Meru,Meru-TVET, Nairobi and Mombasa Campus.**

To: Vice-Chancellor,  
Kenya Methodist University,  
P. O. Box 267-60200 Meru.

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda No. \_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for \_\_\_\_in conformity with the said tender documents for the Grand Total Contract sum of shillings\_ as total Cost for **SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF ICT NETWORK SWITCHES AND WIRELESS ACCESS POINTS.FOR KeMU Meru,Meru-TVET, Nairobi and Mombasa Campus.**

\_\_\_\_\_ (total tender amount in words and figures) in accordance with the Schedule of Prices/Schedule of Requirements attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the services of Supply, Installation, Configuration and Commissioning of ICT Network Switches and Wireless Access Points in accordance with the Specifications specified in the Schedule of Requirements and details of the services to be sourced and monitored by the service provider.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_percent of the contract price for the due performance of the contract in the format prescribed by **KeMU**.

We agree to abide by this tender for a period of **one hundred and eighty (180) 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the contract by the parties.

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

Dated this \_\_\_\_\_day of \_\_\_\_\_2024.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

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

## 8.2 PRICE SCHEDULES

Bidders are required to clearly show how they have arrived at the final figure of the project cost/tender sum. Therefore, Bidders are expected to provide definitions, metrics, unit and total cost of each item in the financial bid where applicable.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>PROPOSED DEVICE</u>	<u>RATE (KES.) UNIT COST</u>	<u>AMOUNT</u>
<b>Network Switches</b>						
Main Campus	Hostel: New Men Ground floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Hostel: New Men 1st floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Hostel: New Women Ground floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Hostel: New Women 1 <sup>st</sup> floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Hostel: Maria Ground floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Hostel: Greenland <b>-Layer 2 48 port POE network switch</b>	No.	1			
	Student Center 1 <sup>st</sup> floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	KeMU Medical Center Ground floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
Nairobi Campus	IS LAB 1 <sup>st</sup> Floor <b>-Layer 2 48 port POE network switch</b>	No.	1			
	ICOS LAB 2 <sup>nd</sup> Floor <b>-Layer 2 48 port POE network switch</b>	No.	4			
Mombasa Campus	Library Ground floor <b>-Layer 2 24 port POE network switch</b>	No.	2			

	Reception Area Ground Floor -Layer 2 24 port POE network switch	No.	1				
	Security Office Ground Floor -Layer 2 24 port POE network switch	No.	1				
<b>Wireless Access Points (PoE wall/Ceiling mount With Security Cage)</b>							
Main Campus	Hostel: New Men	No.	2				
	Hostel: New Women	No.	1				
	Hostel: Maria	No.	2				
	Hostel: Greenland	No.	14				
	Kemu Student Center Ground Floor Cafeteria	No.	2				
	Thomas Lecture Halls 1&2	No.	2				
	Business Department Block	No.	1				
	Education Department Block	No.	2				
	Post Graduate Offices Board Room	No.	1				
	University Chapel Building – Top terrace	No.	1				
	Out Door - Pavilion grounds facing the Lake	No.	1				
	Out Door - Pavilion grounds facing Graduation Square	No.	1				
	Out Door – Admin Gown Storage Area	No.	1				
	Out Door – Science Block rear parking and sports grounds	No.	1				
	Admin Block – Ground Floor CFSK, lecture halls and Marketing area	No.	1				
	Admin block – 1 <sup>st</sup> floor Registrar Admins area including ADH Repositioning the existing wireless Access Point						
		Admin block – 1 <sup>st</sup> Floor Finance, Legal office, Audit and ICT office	No.	2			
	Admin block – 2 <sup>nd</sup> Floor VC, DVC APF, CFO, Chancellor	No.	1				
	Admin block – Ground	No.	1				
KeMU TVET	Admin/ Lecture Block	No.	4				
	2 <sup>nd</sup> floor -	No.	1				



Nairobi Campus KeMU Towers building	Hospitality Department, Security Office and Students Lecture Rooms					
	3 <sup>rd</sup> Floor – Academic Registrar's Office and Student Lecture Rooms	No.	1			
	5 <sup>th</sup> Floor – Journalism Studio, Boardroom and Student Lecture Rooms	No.	1			
	6 <sup>th</sup> Floor – Library Reading Area and Student Lecture Rooms	No.	1			
	7 <sup>th</sup> Floor - Human Resource, DVC's Office lounge, VC's Office, Board Room, Principal's Office	No.	2			
	8 <sup>th</sup> Floor - Seminar Room, HSM Computer Lab, Dean CIS Office and Chapel	No.	1			
	9 <sup>th</sup> Floor - Post Graduate Computer Lab and Student Lecture Rooms	No.	1			
	10 <sup>th</sup> Floor - Library and Reading Area	No.	1			
	11 <sup>th</sup> Floor - DVBL, Theology, Audit Office, DUAM, Directorate of Competency Education and Curriculum	No.	1			
	12 <sup>th</sup> Floor - CIS Exams Officer's Office, Switch Board, Post Graduate Office, Director Research Office, Student Lecture Rooms	No.	1			
	13 <sup>th</sup> Floor - ICT, CIS, Journalism, HSM, HND, Medical Lab, Information Science	No.	2			
	14 <sup>th</sup> Floor - Operations Office, Students Lecture Rooms	No.	1			
15 <sup>th</sup> Floor -	No.	1				

	Business School					
	16 <sup>th</sup> Floor - HND and Medical Laboratories, Maintenance Office, Student Lecture Rooms	No.	1			
Mombasa Campus Main Building	Ground Floor - Classrooms 1,2,3	No.	1			
	Ground Floor – Library	No.	1			
	1 <sup>st</sup> Floor - Classrooms 1,5,6,7	No.	1			
	1 <sup>st</sup> Floor - -Staff and Faculty	No.	1			
<b>Network installation at Greenland</b>						
Accessories	1G SFP Module	No.	1			
	SC-LC single mode duplex fiber patch cord 2m	No.	1			
	Wireless controller	No.	1			
	CAT6 indoor copper cable roll	Roll	2			
	CAT6 outdoor copper cable roll	Roll	2			
	15U Wall Mount Data Cabinet	No.	1			
<b>Other</b>						
	Installation, configuration, tests and related labor charges (please itemize)	No.	1			

The Total Cost of the Project amount in words Inclusive of all applicable taxes and costs quoted for:.....

Signature.....

Email Address.....

Name of authorized representative.....

Company Stamp.....

Telephone/Mobile Number.....

Completion Period.....

- The Tenderer shall fill in the Grand Total Contract Sum Inclusive of all relevant applicable taxes and costs. Items for which no rate and/or price is entered by the Tenderer will not be paid for by KeMU when executed and shall be deemed covered by the other rates and price

**8.3 CONTRACT FORM**

THIS AGREEMENT is made the \_day of \_\_\_\_\_2024 between KeMU of P. O. Box 267-60200 Meru of the one part and \_\_\_\_\_(name of Tenderer) of P. O. Box \_ (City and country of Tenderer) hereinafter called “the Tenderer”) of the other part; WHEREAS KeMU invited tenders for **KeMU/OT/002/2024: SUPPLY, INSTALLATION CONFIGURATION & COMMISSIONING OF ICT NETWORK SWITCHES AND WIRELESS ACCESS POINTS FOR KEMU MERU, MERU-TVET, NAIROBI AND MOMBASA CAMPUS.** has accepted a tender by the Tenderer for the provision of the services in the Grand Total Contract Sum of.....  
.....  
.....  
(Contract price in words and figures) (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz
  - (a) The Tender Form.
  - (b) The Price Schedule Form.
  - (c) Schedule of Requirements.
  - (d) Details of the LAN upgrade.
  - (e) The General Conditions of Contract.
  - (f) The Special Conditions of Contract.
  - (g) Technical Specification.
  - (h) **KeMU** Notification of Award.
  - (i) Letter of Acceptance.
3. In consideration of the payments to be made by KeMU to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with **KeMU to Supply, Installation Configuration & Commissioning of ICT Network switches and Wireless Access Points for KeMU Meru,Meru-TVET, Nairobi and Mombasa Campus.** to remedy defects therein in conformity in all respects with the provisions of the contract
4. KeMU hereby covenants to pay the Tenderer in consideration of the provisions of the services 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:**

**For KeMU**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**For Tenderer**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**In the presence of:**

Signature: \_\_\_\_\_

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

**8.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

A Tenderer who gives false information will be disqualified.

**Part 1 – General:**

Business Name -----

(Attach copy of certificate of Incorporation or Registration Certificate)

Location of Business -----

Plot No.----- Street/Road ----- Postal Address -----

Tel.No----- Email Address ----- Nature of Business -----

Current Trade Licence No. -----Expiry date-----

PIN No.----- VAT No.-----

Attach copy of pin Certificate and copy of VAT certificate

Maximum value of business you can handle at any one time: Sh. -----

Name of your bankers----- Branch -----

**Part 2 (a) – Sole Proprietors**

Your name in full-----

Nationality; (State whether Kenyan or Non Kenyan) -----

**Part 2(b) – Partnership:**

Give names of partners as follows:

Name	PIN No.	Nationality	Shares
1.-----	-----	-----	-----
2.-----	-----	-----	-----
3.-----	-----	-----	-----

**Part 2(c) – Registered Company**

Private or Public

Give Details of all Directors as follows:

Name	PIN No.	Nationality	Shares
1.-----	-----	-----	-----
2.-----	-----	-----	-----
3.-----	-----	-----	-----
4.-----	-----	-----	-----

Signed ----- Date -----

(Authorized signatory of the firm)

## 8.5 TENDER SECURITY FORM

Whereas \_\_\_\_\_ (name of the Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated \_\_\_\_\_ for the provision of \_\_\_\_\_ KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”), are bound unto KeMU in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said KeMU, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2019.

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 **KeMU** during the period of tender validity fails or refuses to execute the Contract form if required; or fails or refuses to furnish the performance security in accordance with the Instructions to Tenderers;

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

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

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(Seal and signature of the bank)

*(Amend accordingly if provided by Insurance Company)*

**8.6 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



**8.7 LETTER OF NOTIFICATION OF AWARD**

Vice Chancellor  
P. O. Box 267-60200 MERU

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)*

\_\_\_\_\_  
**FOR: Vice Chancellor**

**8.8 FORM 3: CLIENT REFERENCE FORM**

Supply, Installation Configuration & Commissioning of ICT Network switches and Wireless Access Points for KeMU Meru, KeMU TVET, Nairobi and Mombasa Campus.

Provider.....

Name and address of the (Client/Organization)  
 .....

**LAN and WIFI equipment Supplied**

No.	Description of LAN and WIFI upgrade done
1	
2	

**Performance Evaluation**

(The organization to indicate their **NETWORK** provider rating by ticking the appropriate box)

No.	How do you rate LAN upgrade as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1	Support				
2	Maintenance				
3	Licensing model				
4	Speed of Implementation				

**Declaration**

We confirm that the above firm LAN and WIFI upgrade is currently engaged to handle our LAN and WIFI as a.....

Name of authorized signatory .....

Title.....

Signature.....

Date.....

Telephone contacts:- .....

Email:.....

Address.....

Official stamp of the organization.....

**(ATTACH WRITTEN VERIFIABLE DOCUMENTARY EVIDENCE**

**(Contract/Sla/Completion      Certificates/Recommendation      Letters      or      their Equivalent)**

**8.9 ANTI-CORRUPTION DECLARATION**

We (insert the name of the company/supplier).....  
declare and guarantees that no offer, gift or payment consideration or benefit of any kind,  
which constitutes an illegal or corrupt practice, has been or will be made to anyone by  
our organization or agent, either directly or indirectly, as an inducement or reward for  
the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply:

- (a) The person shall be disqualified from entering into a contract for the procurement
- (b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KeMU.
- (c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KeMU may have.

Name.....Signature.....

Date.....

Company Seal/Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

We (insert the name of the company/ supplier)..... declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....

Signature.....Date.....

Company Seal/Business Stamp

**NON-DEBARMENT DECLARATION**

We (insert the name of the company/ supplier)

.....  
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....

Date.....

Company Seal/Business Stamp

**8.10 PERFORMANCE SECURITY FORM**

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

WHEREAS ..... *[name of tenderer]* (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated 20 to provided .....*[description of insurance 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 a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract

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 of money 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 of financial institution]*

*[Address]*

*[Date]*

(Amend accordingly if provided by Insurance Company)

**8.11 TENDER QUESTIONNAIRE**

**Please fill in block letters.**

8.11.1 Full names of tenderer

.....  
.....

8.11.2 Full address of tenderer to which tender correspondence is to be sent

.....  
.....

8.11.3 Telephone/Mobile phone number (s) of tenderer and tenderer designated representative

.....  
.....

8.11.4 Official Email address of tenderer and tenderer designated representative

.....  
.....

8.11.5 Name of tenderer's representative to be contacted on matters of the tender during the tender period

.....  
.....

8.11.6 Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

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

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_(Name of Employer)

**8.12 MANUFACTURER AUTHORISATION FORM**

To: Vice-Chancellor,  
Kenya Methodist University  
P. O. Box 267-60200  
Meru

WHEREAS

---

(name of the manufacturer) who are established and reputable manufacturers of \_\_\_\_\_ (name and/or description of the goods) having factories at:

---

(address of factory)

do hereby authorize

---

(name and address of Agent)

to submit a tender, and subsequently negotiate and sign the Contract with you against Tender No. \_\_\_\_\_  
\_ (reference of the tender) for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

(Signature for and on behalf of manufacturer)

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person authorized to sign on behalf of the manufacturer.