



COMMUNICATIONS AUTHORITY OF KENYA

TENDER DOCUMENT

**TENDER FOR THE SUPPLY, DELIVERY,
INSTALLATION, TESTING, COMMISSIONING AND
MAINTENANCE OF QUALITY OF SERVICE (QOS)
MONITORING SYSTEM
CA/PROC/OT/41/2016-2017**

**Director-General
Communications Authority of Kenya
CA Centre
Waiyaki Way
P.O. Box 14448
Nairobi 00800
Kenya**

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ABBREVIATIONS, ACRONYMS AND DEFINITIONS

In these tender documents, unless otherwise stated the following definitions apply.

QoS	Quality of Service
CA	Communications Authority of Kenya
Laws	Government of Kenya laws
VAT	Value Added Tax.

SECTION I : TENDER INVITATION

Tender No: CA/PROC/OT/41/2016-2017

Tender Description: Supply, Delivery, Installation, Testing, Commissioning and Maintenance Quality of Service (QOS) Monitoring System

- 1.1 The Communications Authority of Kenya (hereinafter referred to as CA or the Authority) invites sealed tenders from interested eligible firms for the Supply, Delivery, Installation, Testing, Commissioning and Maintenance of a Quality of Service(QoS) Monitoring System.
- 1.2 Interested candidates may obtain complete tender document *Free of Charge* from Procurement Office located at **CA Centre 3rd floor wing A** or may be downloaded from our website www.ca.go.ke or IFMIS supplier portal (<http://supplier.treasury.go.ke>).
- 1.3 Bidders who download the tender document are advised to sign a tender register at Procurement Office on 3rd Floor, CA Centre, along Waiyaki Way OR forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through the email address tenders@ca.go.ke before the closing date for record keeping and for purposes of receiving clarifications and/or addendums, if any.
- 1.4 Completed tender documents in plain, sealed envelope clearly marked **CA/PROC/OT/41/2016-2017 – ‘Supply, Delivery, Installation, Testing, Commissioning and Maintenance Quality of Service (QOS) Monitoring System’** should be deposited in our tender box located on the ground floor of the CA Centre or mailed to the address below, so as to reach on or before **24th May, 2017 at 2.30 p.m.** East African Time.

**Director-General
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Kenya**

Tenders should be submitted in two separate envelopes one containing the technical proposal and the second containing the financial proposal, clearly marked;-

1. Technical proposal for the Supply, Delivery, Installation, Testing, Commissioning and Maintenance Quality of Service (QOS) Monitoring System. Tender Security should be enclosed in the technical proposal.
2. Financial proposal for the Supply, Delivery, Installation, Testing, Commissioning and Maintenance Quality of Service (QOS) Monitoring System. **(DO NOT OPEN WITH TECHNICAL PROPOSAL)**. Financial proposals shall be opened in accordance with Clause 4) of Section IX (Tender Evaluation) in this tender document.

Tenders will be opened immediately thereafter on **24th May 2017 at 2.30 p.m.** East African Time (closing date) in the presence of Tenderers or their representatives who choose to attend the opening at CA Boardroom.

This tender is open to bidders who meet the eligibility criteria. Only bidders with the capacity to perform can apply.

**Director-General
Communications Authority of Kenya**

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

1. Introduction

1. Scope of Tender	1.1.	The Authority named in Clause 1 of the Tender Data Sheet invites Tenders for Supply, Delivery, Installation, Testing, Commissioning and Maintenance Quality of Service (QOS) Monitoring System as specified in Clause 1 of the Tender Data Sheet and Section VII - Technical Requirements/Schedule Of Requirements. The successful Tenderer will be expected to supply the goods and services within the period and start date specified in Clause 1.1 of the Tender Data Sheet .
	1.2.	The successful Tenderer will be expected to complete the supply of the goods and services by the required completion date specified in Clause 1.2 of the Tender Data Sheet .
2. Source Funds	2.1.	The Authority has set aside sufficient funds for the project in the period mentioned in Clause 2 of the Tender Data Sheet during the Financial Years 2016/2017 and 2017/2018. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods and services as described in Clause 1.1 of the Tender Data Sheet .
	2.2.	Payments will be made directly by the Authority for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract.
3. Eligible Tenderers	3.1.	A Tenderer may be a person, private entity, government-owned entity, subject to Section 55 of PPADA, 2015 and ITT sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium or association. In the case of a joint venture, consortium or association, unless otherwise specified in Clause 3 of the Tender Data Sheet , all parties shall be jointly and severally liable.
	3.2.	The invitation for Tenders is open to any legal person described in 3.1 above.
	3.3.	Local sub-contractors Provide details of any subcontractors the tenderer may wish to utilise for supply of some elements of their goods and services. The subcontractor shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Kenya as specified in Clause 3 of the Tender Data Sheet .
	3.4.	A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if he/she seeks or has a direct or indirect pecuniary interest with another Tenderer or has a direct or indirect pecuniary interest with a person that would conflict with that person's duties with respect to the procurement. Conflicts of interest would arise where Tenderers: a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Authority to provide consulting services for the preparation of the design, specifications and other documents to be used for the

		<p>goods to be purchased under this Invitation for Tenders; or</p> <p>b) Have controlling shareholders in common; or</p> <p>c) Receive or have received any direct or indirect subsidy from any of them; or</p> <p>d) Have the same legal representative for purposes of this Tender; or</p> <p>e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Authority regarding this Tendering process; or</p> <p>f) Submit more than one Tender in this Tendering process, except as an alternative Tender as provided for under Clause 6.</p> <p>g) Have the same subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or</p> <p>h) Participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the Tender.</p>
4.	4.1.	Tenderers shall not be eligible to submit a Tender if they have been debarred under Section 41 of the PPADA, 2015.
	4.2.	Tenderers shall provide such evidence and information of their continued eligibility satisfactory to the Authority, and as the Authority shall reasonably request as specified in Clause 3 of the Tender Data Sheet .
5. Eligible Goods and Related Services	5.1.	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
	5.2.	For the purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment and industrial plants, and “related services” includes services such as insurance, installation, training and initial maintenance.
	5.3.	For purposes of this Clause, “origin” means the place where the goods are produced, manufactured, or processed, or through manufacture, process, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
	5.4.	The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
	5.5.	To establish the eligibility of the supplies and the related services, Tenderers shall fill the country of origin declarations included in the price schedule for goods and related services.
	5.6.	If so required in Clause 4 of the Tender Data Sheet , the Tenderer shall demonstrate that it has been duly authorized by the manufacturer/Intellectual property rights holder of the goods to supply in Kenya, the goods indicated in its Tender in the format of the Manufacturer/Intellectual property rights

		holder's Authorization Form provided.
6. One Tender per Tenderer	6.1.	A firm shall submit only one Tender in the same tendering process, either individually as a Tenderer or as a partner in a joint venture. However, this does not prevent a Tenderer from submitting an Alternative Tender as provided for under Clause 6.2 below.
	6.2.	No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same tendering process.
	6.3.	A tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the tenders in which the tenderer has participated to be disqualified.
7. Alternative Tenders by Tenderers	7.1.	Tenderers shall submit offers that comply with the requirements of the tender documents, including the basic tenderer's technical design as indicated in the specifications and Schedule of Requirements.
	7.2.	Tenderers wishing to offer technical alternatives to the requirements of the tender documents must also submit a tender that complies with the requirements of the tender documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative by the Authority, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tenderer conforming to the basic technical requirements shall be considered by the Authority.
8. Cost of Tendering	8.1.	The tenderer shall bear all costs associated with the preparation and submission of its Tender and the Authority shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

Tender documents

9. Content of Tender documents	9.1.	The goods required, tendering procedures, and contract terms are prescribed in the Tender documents. In addition to the Invitation for Tenders, the Tender documents which should be read in conjunction with any addenda issued in accordance with ITT clause 10.2 include:
		<p>Section I Invitation for Tenders</p> <p>Section II Instructions to Tenderers (ITT)</p> <p>Section III QoS Benchmarking System for Mobile Networks</p> <p>Section IV Tender Data Sheet (TDS)</p> <p>Section V General Conditions of Contract (GCC)</p> <p>Section VI Contract Data Sheet (CDS)</p> <p>Section VII Technical Requirements/Schedule of Requirements</p> <p>Section VIII Work Plan and Expected Deliverables</p> <p>Section IX Tender Evaluation</p> <p>Section X Training, Acceptance and Maintenance</p> <p>Section XI Tender Forms</p>
		<p>a) Form of Tender</p> <p>b) Price Schedule for Goods and Related Services</p> <p>c) Confidential Business Questionnaire</p>

		<p>d) Integrity Declaration Form</p> <p>e) Letter of Notification to Unsuccessful Tenderers</p> <p>f) Letter of Acceptance/Notification of Award</p> <p>g) Form of Contract</p> <hr/> <p>Section XII Forms of Security</p> <hr/> <p>a) Tender Security (Bank Guarantee)</p> <p>b) Performance Bank Guarantee</p> <p>c) Manufacturer's Authorization Form</p> <hr/> <p>Section XIII Application to Public Procurement Administrative Review Board</p> <p>a) Form RB 1</p>
	9.2.	The number of copies to be completed and returned with the tender is specified in Clause 6 of the Tender Data Sheet .
	9.3.	The Authority is not responsible for the incompleteness of the Tender documents and their addenda, if they were not appropriately obtained directly from the Authority.
	9.4.	The Tenderer is expected to examine all instructions, forms, terms, evaluation criteria and specifications in the tender document. Failure to furnish all information required by the tender documents or to submit a tender substantially responsive to the tender documents in every respect will be at the tenderer's risk and may result in the rejection of its tender.
10. Clarifications	10.1.	A prospective tenderer requiring any clarification of the tendering documents may notify the Authority in writing by post or email, sent to the Authority's address indicated in Clause 7 of the Tender Data Sheet
	10.2.	The Authority will respond in writing to any request for clarification promptly provided that such request is received no later than the period specified in clause 18.1 of the Tender Data Sheet .
	10.3.	Copies of the Authority's response will be forwarded to all tenderers, including a description of the inquiry, but without identifying its source.
	10.4.	Should the Authority deem it necessary to amend the Tender documents either as a result of a clarification, or otherwise it shall do so following the procedure under ITT Clause 10
11. Amendment of Tender documents	11.1.	Before the deadline for submission of tenders, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender document by issuing addenda.
	11.2.	Any addendum issued shall be part of the tender document pursuant to Clause 10 above and shall be communicated in writing to all who have obtained the tender documents as instructed by the Authority. Prospective tenderers shall acknowledge receipt of each addendum in writing by post or email to the Authority.
	11.3.	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Authority may extend the deadline for the submission of tenders as necessary, where the time remaining is less than one third of the time allowed for preparation of tenders.

Preparation of Tenders

12. Language of Tender	12.1.	The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Authority shall be written in English.
	12.2.	Supporting documents and printed literature furnished by the tenderer may be in another language provided they are accompanied by an accurate translation of the documents and printed literature in English and notarized where applicable. For purposes of interpretation of the tender the translated version of the supporting documents and printed literature shall prevail.
13. Documents Constituting the Tender	13.1.	<p>The tender prepared by the tenderer shall constitute the following components:</p> <ul style="list-style-type: none"> a) Form of tender and a price schedule completed in accordance with ITT Clauses 15, 16, and 17; b) Documentary evidence established in accordance with ITT Clause 14 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; c) Documentary evidence established in accordance with ITT sub-Clause 15.2(a) that the tender has been authorized by the manufacturer/Intellectual property rights holder to supply the goods and services into Kenya, where required and where the supplier is not the manufacturer of those goods; d) Documentary evidence established in accordance with ITT Clause 14 that the goods and related services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; e) Tender security furnished in accordance with ITT Clause 20; f) Any other document required
14. Documents Establishing Eligibility of Goods and Related Services and Conformity to Tender documents	14.1.	Pursuant to ITT Clause 12, the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the tender documents of all goods and related services, which the tenderer proposes to supply under the contract.
	14.2.	In the case of imports documentary evidence of the eligibility of the goods and related services shall consist of a statement in the price schedule of the country of origin of the goods and related services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.
	14.3.	<p>The documentary evidence of conformity of the goods and related services to the tender documents may be in the form of literature, drawings, and data as specified in Clause 10 of the Tender Data Sheet, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential technical and performance characteristics of the Goods;

		<p>b) an item-by-item commentary on the Authority’s technical specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications; and</p> <p>c) Any other specific documentation requirement as stated in Clause 10 of the Tender Data Sheet.</p>
	14.4.	The tenderer shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continued functioning of the system during the period specified in Clause 10 of the Tender Data Sheet following commencement of the use of the goods by the Authority.
	14.5.	For purposes of the commentary to be furnished pursuant to Clause 13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Authority in its technical specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Authority’s satisfaction that the substitutions ensure substantial equivalence to those designated in the technical specifications.
	14.6.	The required documents, supporting documents and printed literature shall be printed in English.
15. Documents Establishing Eligibility and Qualification of the Tenderer	15.1.	Pursuant to ITT Clause 13.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderer’s eligibility to tender and its qualifications to perform the contract if its tender is accepted.
	15.2.	<p>The documentary evidence of the tenderer’s qualifications to perform the contract if its tender is accepted shall establish to the Authority’s satisfaction:</p> <p>a) that in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods’ manufacturer/Intellectual property rights holder to supply the goods in Kenya;</p> <p>b) that the tenderer has the financial, technical, and production capability necessary to perform the contract, meets the qualification criteria specified in Clause 11 of the Tender Data Sheet, and has a successful performance history in accordance with criteria specified in Clause 11 of the Tender Data Sheet.</p> <p>c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya; equipped and able to carry out the Supplier’s maintenance, repair and any other obligations prescribed in the General Conditions of Contract and/or Technical Specifications; and</p>

		d) that the tenderer meets the qualification criteria listed in Clause 11 of the Tender Data Sheet .
	15.3.	When tendering for the project, the tenderer must provide evidence that it meets or exceeds the requirements with regard to:- a) Average annual turnover; b) Particular experience including key production rates; c) Financial means, etc.; d) Personnel capabilities; and e) Equipment capabilities.
16. Form of Tender	16.1.	The tenderer shall fill the form of tender furnished in the tender documents, which shall be enclosed in the financial proposal of the tender.
	16.2.	The tender form must be completed without any alterations to its format and no substitute shall be accepted.
17. Tender Prices and discounts	17.1.	The tender prices and discounts quoted by the tenderer in the form of tender and in the price schedules shall conform to the requirements specified in the schedule of requirements.
	17.2.	Unless otherwise indicated in Clause 12 of the Tender Data Sheet , all items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the tender and the tender will be rejected as being substantially non-responsive.
	17.3.	The Tender price to be quoted in the Tender Form in accordance with Clause 17.1 above shall be the total price of the tender, excluding any discounts offered.
	17.4.	The Tenderer shall quote any unconditional discounts and the methodology for their application in the Tender Form
	17.5.	The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total tender price of the goods and services it proposes to supply under the contract
	17.6.	Prices indicated on the price schedule shall be entered separately in the following manner: a) For goods offered from within Kenya: i) The price of the goods quoted shall include all duties and other applicable taxes payable; and ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in Clause 12 of the Tender Data Sheet ; b) For goods offered from abroad: i) The price of the goods shall be quoted using the INCOTERM (International Commercial Term rules) specified in Clause 12 of the Tender Data Sheet ; and ii) The price for inland transportation, insurance, and other local

		costs incidental to delivery of the goods from the port of entry to their final destination, if specified in Clause 12 of the Tender Data Sheet .
	17.7.	Prices proposed on the Price Schedule for goods and related services shall be disaggregated. This disaggregation shall be solely for the purpose of facilitating the comparison of tenders by the Authority. This, shall not in any way limit the Authority's right to contract on any of the terms offered:- a) For Goods:- i) The price of the Goods, quoted in INCOTERMS as specified in Clause 12 of the Tender Data Sheet ; ii) All customs duties, value added tax, and other taxes applicable on the goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the tenderer; and b) For Related Services i) The price of the related services, ii) All customs duties, value added tax, and other taxes applicable in Kenya, paid or payable, on the related services, if the contract is awarded to the tenderer; and iii) The total price for the item.
	17.8.	Prices quoted by the tenderer shall be fixed during the tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in Clause 12 of the Tender Data Sheet . A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITT Clause 28.
18. Tender Currencies	18.1.	Prices shall be quoted as specified in Clause 13 of the Tender Data Sheet .
	18.2.	For the purposes of evaluating the tenders, the Authority shall convert currencies as specified in Clause 13 of the Tender Data Sheet . a) For purposes of evaluating Tenders, the Authority shall fix exchange rates for the nominated foreign currency by foreign or international Tenderers from eligible countries. b) In fixing the exchange rates for the nominated currencies indicated in Clause 13 of the Tender Data Sheet , the Authority shall use ruling mean rate obtained from the Central Bank of Kenya (Website: http://www.centralbank.go.ke for more information) on the date of the Tender closing/opening. c) The fixed exchange rate, which shall be indicated in Clause 13 of the Tender Data Sheet by the Authority, is for purposes of evaluation of tenders ONLY . d) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in Clause 17 above shall be the selling rates for similar transactions established by the Central Bank of Kenya prevailing on the date

		<p>specified in Clause 13 of the Tender Data Sheet.</p> <hr/> <p>e) These exchange rates shall be adjusted for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT sub-Clause 31.3 shall apply. In any case, payments will be computed using the rates quoted in the tender.</p>
19. Tender Validity Period	19.1.	Tenders shall remain valid for the period specified in Clause 14 of the Tender Data Sheet after the tender submission deadline prescribed by the Authority, pursuant to ITT Clause 22. A Tender valid for a shorter period shall be rejected by the Authority as non-responsive.
	19.2.	<p>In exceptional circumstances, prior to the expiration of the Tender validity period, the Authority shall request that the Tenderers consent to an extension of the period of validity of their Tenders. The request and the Tenderers responses shall be made through electronic mail and/or confirmed in writing. The Tender security provided under ITT Clause 20 shall also be extended as appropriate.</p> <p>A Tenderer may refuse the request without forfeiting its tender security. A Tenderer agreeing to the request will not be required nor permitted to modify its tender, but will be required to extend the validity of its tender security for the period of the extension, and in compliance with ITT Clause 20 in all respects.</p>
20. Tender Security	20.1.	In addition, pursuant to ITT Clause 12, if specified in Clause 15 of the Tender Data Sheet , the Tenderer shall furnish as part of its Tender a Tender Security in original form and in the amount and currency specified in Clause 15 of the Tender Data Sheet .
	20.2.	The Tender security shall be denominated in the currency of the Tender and shall be in form of a bank guarantee issued by a bank legally operating in Kenya as specified in Clause 15 of the Tender Data Sheet .
	20.3.	Any Tender security must be valid for a period of at least 30 (Thirty) days after the expiry of the tender validity Period. The Authority shall be at liberty to request the successful tenderer to extend the validity of the tender security during contract negotiations to ensure that the tender security does not expire before the performance security is granted.
	20.4.	The tender security shall be payable promptly upon written demand by the Authority in case any of the conditions listed in Clause 20.7 below are invoked.
	20.5.	Unsuccessful Tenderers' tender security will be discharged or returned as promptly as possible as but not later than the expiration of the period of tender validity prescribed by the Authority pursuant to ITT Clause 19.
	20.6.	The successful Tenderer's Tender security will be discharged upon the Tenderer signing the contract pursuant to ITT Clause 37, on furnishing the performance security, pursuant to ITT Clause 38.
	20.7.	<p>The Tender security shall be forfeited if a Tenderer:</p> <p>a) Withdraws its Tender during the period of Tender validity</p>

		<p>specified in ITT Clause 19.1 above except as provided for in Clause 19.2 above; or</p> <p>b) Does not accept the correction of errors pursuant to Clause 28.2 below; or</p> <p>c) In the case of a successful Tenderer, if the Tenderer fails:</p> <p>i) To sign the contract in accordance with ITT Clause 38; or</p> <p>ii) To furnish performance security in accordance with ITT Clause 39.</p>
21. Format and Signing of Tender	21.1.	The Tenderer shall prepare copies of the tender as specified in Clause 6 of the Tender Data Sheet .
	21.2.	The original and the copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.
	21.3.	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person or persons signing the Tender.

Submission of Tenders

22. Sealing and Marking of Tenders	22.1.	The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelope containing the original tender as “ORIGINAL” and duly marking the envelope containing the copy as “COPY.” The above-referenced envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
	22.2.	The inner and outer envelopes shall: <p>a) Be addressed to the Authority at the address given in Clause 17 of the Tender Data Sheet; and</p> <p>b) Bear the tender name indicated in Clause 17 of the Tender Data Sheet, the Invitation for Tenders title and number indicated in Clause 17 of the Tender Data Sheet, and a statement: “DO NOT OPEN BEFORE” the time and the date specified in Clause 23.1 below.</p>
	22.3.	In addition to the identification required in Clause 22.2 above, 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” pursuant to ITT Clause 23 and for matching purpose under ITT Clause 24.

	22.4.	If all envelopes are not sealed and marked as required in Clause 11.2 above, The Authority will assume no responsibility for the misplacement or premature opening of Tender.
23. Deadline for Submission of Tenders	23.1.	Tenders shall be received by the Authority at the address specified under Clause 22.2 above no later than the date and time specified in Clause 18 of the Tender Data Sheet .
	23.2.	The Authority may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tender documents in accordance with ITT Clause 11, in which case all rights and obligations of the Authority and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
	23.3.	The extension of the deadline for submission of Tenders shall not be made later than the period specified in Clause 18 of the Tender Data Sheet before the expiry of the original deadline.
24. Late Tenders	24.1.	The Authority shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders.
	24.2.	Any Tender received by the Authority after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer.
25. Modification, Substitution and Withdrawal of Tenders	25.1.	A Tenderer may modify, substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, substitution or withdrawal of the Tender, is received by the Authority prior to the deadline for submission of Tenders.
	25.2.	The Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 21 and 22 with the outer and inner envelopes additionally marked " MODIFICATION " " SUBSTITUTION " or " WITHDRAWAL " as appropriate. The notice may also be sent by electronic mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
	25.3.	Tenders may only be modified by withdrawal of one or more pages of the original Tender and submission of replacement pages of the Tender in accordance with Clause 25.1 above. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders. Each modified page must be marked " MODIFIED " with the date of modification.
	25.4.	Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
	25.5.	No Tender may be withdrawn, replaced or modified 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 Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security pursuant to the ITT Clause 20.7.

Opening and Evaluation of Tenders

<p>26. Opening of Tenders</p>	<p>26.1.</p>	<p>The Authority will open all Tenders including modifications, substitutions or withdrawal notices made pursuant to ITT Clause 25, in public, in the presence of tenderers or their representatives who choose to attend, and other parties with a legitimate interest in the tender proceedings at the place, on the date and at the time, specified in Clause 19 of the Tender Data Sheet. The Tenderers' representatives present shall sign a register as proof of their attendance.</p>
	<p>26.2.</p>	<p>Where it is stated in the Tender Data Sheet that technical and financial proposals shall be submitted in separate envelopes, only the technical envelope will be opened at the initial opening of Tenders. The financial envelope will be opened following technical evaluation and only in respect of those offers that pass the technical evaluation.</p> <p>Envelopes marked "WITHDRAWAL" shall be opened and read out. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 25 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature of the person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.</p>
	<p>26.3.</p>	<p>All other envelopes shall be opened one at a time. The tenderers' names, the presence or absence of Tender security, and such other details as the Tender Opening Committee may consider appropriate, will be announced by the Secretary of the Tender Opening Committee at the opening. If technical evaluation precedes the opening of financial offers, no prices will be read out at the opening of the technical offers.</p>
	<p>26.4.</p>	<p>Tenders or modifications that are not opened and not read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.</p>
	<p>26.5.</p>	<p>Tenderers are advised to send in a representative with knowledge of the content of the tender who may verify where necessary the information read out from the submitted documents.</p>
	<p>26.6.</p>	<p>No tender will be disqualified at tender opening except for late tender submissions which shall be rejected and returned unopened to the Tenderer, pursuant to ITT Clause 24.</p>
	<p>26.7.</p>	<p>The Secretary to the Tender Opening Committee shall prepare minutes of the tender opening. The record of the Tender opening attendees shall be in the Tender Opening Register and shall</p>

		include, as a minimum: the name of the Tenderer and whether or not there is a withdrawal, substitution or modification, pursuant to ITT clause 25.3 and the presence or absence of a tender security.
	26.8.	The Tenderers' representatives present at the tender opening shall be requested to record their presence by signing the Tender Opening Register. An omission of a Tenderer's representative's signature on the register shall not invalidate the contents and affect the record.
	26.9.	A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon written request.
27. Confidentiality	27.1.	Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendation of contract award shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced.
	27.2.	Any effort by a tenderer to influence the processing of tenders or award decisions by the Authority shall result in automatic disqualification.
28. Clarification of Tenders	28.1.	To assist in the examination, evaluation and comparison of tenders and post-qualification of the Tenderers, the Authority may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Authority shall not be considered.
	28.2.	The request for clarification and the response shall be in writing by letter or email but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Evaluation Committee in the evaluation of the Tenders in accordance with ITT Clause 31.
	28.3.	From the time of tender opening to the time of contract award, if any Tenderer wishes to contact the Authority on any matter related to the Tender they should do so in writing.

29. Preliminary Examination of Tenders	29.1.	<p>Prior to the detailed evaluation of tenders, the Authority, through its Evaluation Committee, shall first conduct a preliminary evaluation of tenders to determine whether:</p> <ul style="list-style-type: none"> • Each tender has been submitted in the required format; • Any tender security submitted is in the required form, amount and validity period; • The tender has been signed by the person lawfully authorized to do so; • The required number of copies of the tender have been submitted; • The tender is valid for the period required; and • All required documents and information have been submitted. <p>The Authority’s determination of a Tender's responsiveness will be based on the above and mandatory evaluation criteria as set out in Section IX of the tender document- Evaluation criteria</p>
	29.2.	<p>A responsive tender is one which conforms to all the terms, conditions, and specifications of the tendering documents, without material deviation from the requirements set out in the tender documents. A material deviation is one that:-</p> <ol style="list-style-type: none"> a) affects in any substantial way, the scope, quality, or performance of the services; b) limits in any substantial way, the Authority 's rights or the Tenderers obligations under the contract; c) is inconsistent with the Tender documents; or d) if rectified, would affect unfairly the competitive position of other Tenderers presenting responsive Tenders.
	29.3.	<p>The Authority will confirm that the documents and information specified under ITT Clauses 13, 14 and 15 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.</p>
	29.4.	<p>The Authority may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.</p>
	29.5.	<p>A non-responsive tender will be rejected by the Authority and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.</p>

30. Technical Evaluation	30.1.	The Authority shall examine the Tender to confirm that all terms and conditions specified in the General Conditions of Contract and the Contract Data Sheet have been accepted by the Tenderer without any material deviation.
	30.2.	The Authority shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 14, to confirm that all requirements specified in Section VII – Schedule of Requirements of the Tender documents and Section VII – Technical Specifications have been met without material deviation.
	30.3.	If after the examination of the terms and conditions and the technical evaluation, the Authority determines that the Tender is not technically responsive in accordance with ITT Clause 29, it shall reject the Tender.
31. Financial Evaluation	31.1.	Tenders determined to be responsive will be checked for any arithmetic errors. Errors will be corrected as follows:- a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
	31.2.	The amount stated in the Tender will be adjusted by the Authority in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, their Tender will then be rejected, and the Tender security shall be forfeited.
	31.3.	To facilitate evaluation and comparison, the Authority will convert all Tender prices expressed in the various currencies in which they are payable to Kenya Shilling at the selling exchange rate established for similar transactions by the Central Bank of Kenya as specified in ITT sub-clause 17
	31.4.	The source of the exchange rate shall be the Central Bank of Kenya. The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the date of the exchange rate, are specified in Clause 20 of the Tender Data Sheet .
	31.5.	The Authority shall evaluate and compare only the Tenders determined to be responsive, pursuant to ITT Clause 29.
	31.6.	The Authority's evaluation of a Tender will include and take into account: a) In the case of goods manufactured in Kenya or goods of

		<p>foreign origin already located in Kenya, VAT and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer; and</p> <p>b) In the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes including value added taxes which will be payable on the goods if the contract is awarded to the Tenderer.</p>
	31.7.	The comparison of tenders shall be on the total price of the goods and services offered. Such price to include all costs, as well as duties and taxes payable on all components and raw material to be incorporated in the goods and services including Inland transportation, Insurance and incidentals.
	31.8.	In evaluating the Tenders, the Evaluation Committee will, in addition to the Tender price quoted in accordance with ITT Clause 17, take account of the evaluation criteria specified in Clause 20 of the Tender Data Sheet .
32. Post-qualification of Tenderer	32.1.	If specified in Clause 21 of the Tender Data Sheet Post-qualification shall be undertaken by the Authority prior to award of the tender.
	32.2.	The Authority will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITT Clauses 14 and 15 above.
	32.3.	The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary/physical evidence of the tenderer's qualifications submitted by the Tenderer, as well as such other information as the Authority deems necessary and appropriate.
	32.4.	An affirmative determination/due diligence will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderer's tender, in which event the Authority will proceed to the next lowest evaluated Tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

Award of Contract

33. Criteria of Award	33.1.	<p>The Authority will award the tender to the tenderer whose tender has been determined to be responsive to the tender documents and who has offered the lowest evaluated tender price, provided that:</p> <ul style="list-style-type: none"> a) the Tenderer has been determined to be Eligible in accordance with the provisions of ITT Clause 3; b) the Tenderer has been determined to be qualified to perform the contract satisfactorily; and c) successful negotiations have been concluded, if any.
34. Procuring Entity's Right to Accept any Tender, Reject all Tenders and to Terminate Procurement Proceeding	34.1.	<p>The Authority reserves the right to accept or reject any Tender, all tenders and to terminate all procurement proceedings at any time prior to notification of tender award, without incurring any liability to the affected Tenderer(s).</p>
	34.2.	<p>Notice of the Termination of procurement proceedings shall promptly be given to all Tenderers.</p>
	34.3.	<p>The Authority shall upon request communicate to any tenderer the grounds for its termination of the procurement proceedings within 14 days from the date of request.</p>
35. Procuring Entity's Right to Pre-Contract Variation of Quantities	35.1.	<p>The Authority reserves the right at the time of tender award to increase or decrease the quantity of goods or related services originally specified in these Tender documents (schedule of requirements) provided this does not exceed the percentage indicated in the Tender Data Sheet, without any change in unit price or other terms and conditions of the Tender and Tender documents.</p>
36. Notification of Award	36.1.	<p>The Tenderer whose Tender has been accepted will be notified of the award by the Authority prior to expiration of the Tender validity period by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Authority will pay the Tenderer in consideration of the supply of goods and services as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").</p>
	36.2.	<p>The notification of award will constitute the formation of the Contract, subject to the tenderer furnishing the Performance Security in accordance with ITT Clause 39 and signing of the contract in accordance with ITT Clause 38.2 below.</p>
	36.3.	<p>At the same time as the person submitting the successful tender is notified, the Authority will notify each unsuccessful tenderer, the name of the successful tenderer and the contract amount and will discharge the tender security of the tenderers if it was required in the procurement proceedings.</p>
	36.4.	<p>If, after notification of award, a Tenderer wishes to ascertain the grounds on which their tender was unsuccessful, it should address its request to the Accounting Officer as specified in in Clause 7 in the Tender Data Sheet who shall, within fourteen (14) days after a request, provide written reasons as to why the tender was unsuccessful. However, failure to take this opportunity to clarify the grounds for rejection does not affect the tenderer's right to seek immediate review by the Public Procurement Administrative Review Board under ITT Clauses 42 and 43 below.</p>

37. Post Tender Concurrency	37.1.	Limited consultations may be undertaken with the successful tenderer relating to the following areas:- a) minor alteration to the technical details of the statement of requirements; b) minor amendment to the contract data sheet; c) affirming payment schedule and arrangements; d) finalising delivery schedule and arrangements; or e) any other details that were not apparent or could not be finalised at the time of Tendering.
	37.2.	Where limited consultations fail to realise concurrence necessary to result into an agreement, the Authority may invite the next ranked Tenderer for consultations. Where consultations are commenced with the next ranked Tenderer, the Authority shall not revisit failed consultations with other tenderers.
38. Signing of Contract	38.1.	Promptly after notification, the Authority shall send the successful Tenderer the agreement and Contract Data Sheet, incorporating all agreements between the parties obtained as a result of contract negotiations.
	38.2.	Within the period specified in the notification or Tender Data Sheet but not less than fourteen (14) days since notification of award of contract, the successful Tenderer shall sign and date the contract and return it to the Authority. No contract is formed between the person submitting the successful tender and the Authority until the written contract is entered into and signed by all parties.
39. Performance Security	39.1.	The successful Tenderer shall within twenty one (21) days, but no earlier than fourteen (14) days, after receipt of the Letter of Acceptance (Notification of Award), deliver to the Authority a Performance Security in the amount and in the form stipulated in the Tender Data Sheet and the Contract Data Sheet .
	39.2.	The Performance Security provided by the successful Tenderer shall be in the form of a Bank Guarantee. The issuing bank must be legally operating in Kenya.
	39.3.	Failure of the successful Tenderer to comply with the requirement of Clause 39.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, and may result into a request for debarment by PPRA.
40. Fraud and Corruption	40.1.	The Authority as well as Tenderers shall observe the highest standard of ethics during the procurement and execution of the resultant contract. For the purpose of this provision, the following definitions are provided:- “ Corrupt practice ” includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or disposal process or in contract execution; “ Fraudulent practice ” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the Authority and includes collusive

	<p>practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and deprive the Authority of the benefits of free and open competition;</p> <p>“Collusive practice” means an arrangement between two or more suppliers, contractors and subcontractors designed to achieve an improper purpose, including to influence improperly the actions of the Authority prior to or after Tender submission, designed to establish Tender prices at artificial non-competitive levels and to deprive the Authority of the benefit of free and open competition;</p> <p>“Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly a supplier, contractor or subcontractor or the property of either to influence improperly the actions of the Authority;</p> <p>“Obstructive practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p> <p>The Authority shall reject a tender for award if it determines that the Tenderer recommended for award has engaged in any of the above practices in competing for the contract;</p> <p>The Authority shall cancel the contract for goods and related services if at any time it is determined that corrupt or fraudulent practices were engaged in by representatives of the Authority and the Supplier or Contractor.</p>
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Review of Procurement Decisions

<p>41. Right to Review</p>	<p>41.1. A Tenderer who claims to have suffered or risks suffering loss or damage or injury as a result of breach of a duty imposed on the Authority by the PPADA, 2015 may lodge an appeal at the Public Procurement Administrative Review Board. The following matters, however, shall not be subject to administrative review:</p> <ul style="list-style-type: none"> a) The choice of procurement method; b) A decision by the Authority to reject all tenders, c) Where a contract is signed in accordance with ITT Clause 38 above; and d) Where an appeal is frivolous.
<p>42. Time Limit on Review</p>	<p>42.1. The Tenderer shall submit an application for review in the number of copies and pay fees as prescribed by regulations within fourteen (14) days of the Tenderer becoming or should have become aware of the circumstances giving rise to the complaint or dispute.</p>
<p>43. Submission of</p>	<p>43.1. Any application for administrative review shall be submitted in writing to the Secretary, Public Procurement Administrative Review Board on Form</p>

Applications for Review by the Public Procurement Administrative Review Board		RB 1 (which may be downloaded from the PPRA website) at an address specified in the Tender Data Sheet .
	43.2.	The format for the application for administrative review shall include: <ul style="list-style-type: none"> a) Reasons for the complaint, including any alleged breach of the Public Procurement and Asset Disposal Act; b) An explanation of how the provisions of the aforementioned Act or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; c) Statements or other evidence supporting the complaint where available as the applicant (tenderer) considers necessary in support of their request; d) Remedies sought; and e) Any other information relevant to the complaint.
44. Decision by the Public Procurement Administrative Review Board	44.1.	Upon completing a review the Review Board may do any one or more of the following — <ul style="list-style-type: none"> (a) annul anything the Authority has done in the procurement proceedings, including annulling the procurement proceedings in their entirety; (b) give directions to the Authority with respect to anything to be done or redone in the procurement proceedings; (c) substitute the decision of the Review Board for any decision of the Authority in the procurement proceedings; or (d) Order the payment of costs as between parties to the review.
	44.2.	The decision of the Administrative Review Board shall be final unless the Tenderer institutes Judicial Review proceedings in the High Court of Kenya.
45. Judicial Review	45.1.	A decision made by the Review Board shall, be final and binding on the parties unless judicial review thereof commences within fourteen (14) days from the date of the Review Board's decision.

SECTION III: QOS MONITORING SYSTEM

1.0 INTRODUCTION

The continuing emergence, adoption and reliance of new ICT services by the public has brought about the need for the adoption of a new quality of service regulatory monitoring and assessment framework that takes cognizant of new services that are increasingly assuming greater importance and reliance by the public within the context of consumer protection principles.

In view of this the Authority seeks to widen the scope of services to be placed under the QoS assessment framework to include mobile Voice, SMS and Data/Internet. For this reason the Authority wishes to procure appropriate monitoring and assessment systems for this purpose. The system shall constitute field drive, walk test sets and central processing/analytics unit all fully integrated.

The required system will involve the following components:

- i. QoS Benchmarking Equipment for mobile networks
- ii. Post-Processing Software and its accompanying hardware
- iii. System Mobility Equipment

SECTION IV: TENDER DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Introduction

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
1.	1.1.	Name of Procuring Entity: Communications Authority of Kenya (hereinafter referred to as “the Authority”). The subject of procurement is: Supply, Delivery, Installation, Testing, Testing, and Maintenance of a QOS Monitoring System. Period for Delivery of the project: 2016 -2018 Expected commencement date for the project: upon execution of the contract by the parties.
	1.2.	Required completion date for the project: 30 th June, 2018
2.		Financial year for the operations of CA: 1 st July to 30 th June Name of Project: Design, Supply, Delivery, Installation, Testing, Commissioning and Maintenance of a QOS Monitoring System for the Authority in Kenya. Name of financing institution: Communications Authority of Kenya Identification number of the Project: CA/PROC/OT/41/2016-2017
3.	3.1.	A joint Venture, consortium or an association is applicable. All parties shall be jointly and severally liable YES
	3.2.	Relevant Laws of Kenya including: Public Procurement and Asset Disposal Act, 2015, Tax laws as guided by Kenya Revenue Authority, Kenya Information and Communications Act, 2013, Standards Act, CAP 496 of the laws of Kenya, Chapter 469 of the laws of Kenya.
	3.3.	The evidence and information required are provided in the evaluation criteria and scope of the project.
4.		The Manufacturers/Intellectual Property Rights Holder Authorization Form must be completed without any alterations to its format and no substitute will be accepted.
5.		Alternative Tenders to the requirements of the Tender documents will be permitted with respect to technical design.

Tender documents

6.	6.1.	<p>The number of copies of the technical bid to be completed and returned in addition to the original shall be one (1) hard copy and one (1) soft copy prepared in read only Microsoft Office Applications or Portable Document Format (PDF) and delivered in a read only compact disk.</p> <p>The technical tender shall be clearly marked “ORIGINAL” and “COPY,” as appropriate. In the event of any discrepancy between them, the original shall prevail.</p>
	6.2.	<p>The number of copies of the financial bid to be completed and returned in addition to the original shall be one (1) hard copy.</p> <p>The financial bid shall be clearly marking “ORIGINAL” and “COPY,” as appropriate. In the event of any discrepancy between them, the original shall prevail.</p>
7.	7.1.	<p>The address for clarification of Tender documents is</p> <p>The Director General, Communications Authority of Kenya P.O. Box 14448 Nairobi 00800 Kenya</p> <p>E-mail: tenders@ca.go.ke</p>

Preparation of Tenders

8.		The Language of all correspondence and documents related to the Tender is English . All documents in other languages should be accompanied by an English translation.
9.		In addition to the documents stated in ITT Clause 12, the documents listed in the evaluation criteria must be included with the Tender.
10.	10.1.	Specific Documentation required will be provided in the format provided in the evaluation criteria.
	10.2.	The information required from Tenderers in ITT Clause 13.3 is modified as follows: no modification
	10.3.	Support and maintenance for operation of the system – hardware and software - Five (5) years.
11.		The qualification criteria required from Tenderers in ITT Clause 14.3(b) is modified as follows: no modification
12.	12.1.	Tenderers must quote for all items in each schedule of requirements.
	12.2.	The price quoted shall be <i>Delivered Duty Paid (DDP)</i> inclusive of prices for inland transportation, insurance and price of incidental services.

		The QOS is expected to be delivered where the supplier will supply, deliver, install, commission and maintain the system.
	12.3.	(a) The price of the goods shall be DDP
	12.4.	The price shall be fixed
13.	13.1.	<p>a) For goods and related services originating in Kenya the currency of the Tender shall be <i>Kenya Shillings (Kes)</i>;</p> <p>b) For goods and related services originating outside of Kenya, the Tenderer may express its Tender in US Dollar or Euros. The exchange rate to be used for all transactions is the Central Bank of Kenya (CBK) exchange rates as at the tender closing date. See CBK website: www.centralbank.go.ke for more information.</p>
	13.2.	For the purpose of evaluation only, the rate of exchange to be used will be $1 X \text{ currency} = Y \text{ Kes (to 2 decimal places)}$.
14.		The Tender validity period shall be 150 days from the tender closing date.
15.	15.1.	Tender security is required. Tender security is USD 200,000.
	15.2.	The tender security shall be in the form of a bank Guarantee from a bank legally operating in Kenya.
16.	16.1.	The number of copies of the Tender to be completed and returned in addition to the original shall be one (1) hard copy and one (1) soft copy prepared in read only Microsoft Office Application or Portable Document Format (PDF) documents and delivered in a read only compact disk.
	16.2.	Written confirmation of authorized signatories is required.

Submission of Tenders

17.		<p>(a)Tender shall be submitted to:</p> <p style="text-align: center;">The Director General, Communications Authority of Kenya, P.O. Box 14448, Nairobi 00800 Kenya</p> <p>(b)Tender name: Design, Supply, Delivery, Installation, Commissioning and Maintenance of a Qos Monitoring System</p> <p>Tender Number: CA/PROC/OT/41/2016-2017</p>
18.	18.1.	<p>The deadline for Tender submission is</p> <p>a) Day: Wednesday</p> <p>b) Date:24th May, 2017</p> <p>c) Time: 2.30 p.m. East African Time</p>

Opening and Evaluation of Tenders

19.		<p>The Tender opening shall take place at: Communications Authority of Kenya CA Centre, along Waiyaki Way P.O. Box 14448 Nairobi 00800 Kenya</p> <p>a) Day: Wednesday b) Date: 24th May, 2017 c) Time: 2.30 p.m East African Time d) Venue: CA Centre, CA Boardroom</p>
20.	20.1.	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert all tender prices expressed in various currencies is Central Bank of Kenya as at the tender closing date (24th May, 2017).</p>
	20.2.	<p>Criteria for Tender evaluation. See the Evaluation Criteria in Section IX</p>
21.		<p>Post- qualification due diligence may be undertaken.</p>

Contract Award

22.		<p>Percentage for quantity increase or decrease is fifteen per cent (15%). Any variation is to be executed within the contract period provided it does not affect the contract price.</p>
23.		<p>The contract shall be signed after at least 14 days following the award of the contract.</p>
24.		<p>The Performance Security shall be 10% of the contract sum</p>

Review of Procurement Decisions

		<p>The address of Public Procurement Regulatory Authority (PPRA) for submitting complaints / appeals: The Secretary, Public Procurement Advisory Review Board 11th Floor National Bank Building, Harambee Avenue P.O. Box 58535-00200 NAIROBI, Kenya. Tel: +254 (0) 20 324 4000 Fax: 2121238 email: info@ppoa.go.ke Website: www.ppoa.go.ke</p>
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SECTION V: GENERAL CONDITIONS OF CONTRACT

<p>1. Definitions</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> (a) “CDS” means the Contract Data Sheet applying to the named contract by which the GCC may be amended or supplemented. (b) “Completion” means the fulfilment of the delivery of goods and related services by the Supplier in accordance with the terms and conditions set forth in the contract (c) “Contract Price” means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations. (d) “Contract” means the agreement entered into between the Authority and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. (e) “Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes, inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation. (f) “Day” means calendar day. (g) “Delivery” means the transfer of the goods from the supplier of equipment, machinery, and /or other materials, which the Supplier is required to supply to the Authority under the Contract. (h) “Effective Date” means the date on which this Contract becomes effective pursuant to Clause 1 of the CDS (i) “Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution. (j) “End User” means the organization(s) where the goods will be used, as named in Clause 1 of the CDS. (k) “Force Majeure” means an event or situation beyond the control of the parties and not involving the parties’ fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the parties. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorism, piracy and
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		<p>freight embargoes.</p> <p>(l) “Fraudulent Practice” includes misrepresentation of fact in order to influence procurement or disposal process or the exercise of a contract to the detriment of the Authority, and includes collusive practises amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition.</p> <p>(m) “GCC” means the General Conditions of Contract contained in this section.</p> <p>(n) “Goods” includes materials and services that are incidental to the supply, installation and Commissioning of the QoS Benchmarking System.</p> <p>(o) “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>(p) “Procuring Entity” means the entity purchasing the Goods and related service, as named in Clause 1 of the CDS.</p> <p>(q) “Project Site” where applicable, means the place or places named in Clause 1 of the CDS.</p> <p>(r) “Related Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p> <p>(s) “Supplier” means the individual, private or public entity or a combination of the above whose Tender to perform the contract has been accepted by the Authority and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier.</p>
2. Application		These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Governing Language		The Contract and all correspondence and documents relating to the contract exchanged by the Supplier and the Authority shall be written in English, unless another language is specified in Clause 2 of the CDS . The version of the Contract written in the specified language shall govern its interpretation.
4. Applicable Law and		The contract shall be governed and interpreted in accordance with the laws of Kenya, unless otherwise specified in Clause 3 of the CDS .

Interpretation		
5. Country of Origin and Nationality of Supplier		<p>The origin of Goods and Services means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, process, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.</p> <p>The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.</p>
6. Standards		<p>The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to Kenya. Such standards shall be the latest issued by the concerned institution.</p>
7. Use of Contract Documents and Information; Inspection and Audit	7.1.	<p>The Supplier shall not, without the Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p>
	7.2.	<p>The Supplier shall not, without the Authority's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.</p>
	7.3.	<p>Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Authority and shall be returned (all copies) to the Authority on completion of the Supplier's performance under the Contract if so required by the Authority.</p>
8. Patent and Copyrights		<p>The Supplier shall indemnify the Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Kenya.</p>
9. Performance Security	9.1.	<p>Within twenty-one (21) days of receipt of the notification of Contract award, the successful Tenderer (Supplier) shall furnish the Authority with the performance security in the amount specified in Clause 4 of the CDS.</p>
	9.2.	<p>The proceeds of the performance security shall be payable to the as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p>
	9.3.	<p>The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Authority and shall be in the form of a bank guarantee.</p>
	9.4.	<p>The performance security will be discharged by the Authority and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in Clause 4 of the CDS.</p>
10. Inspections and Test	10.1.	<p>CA or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications</p>

		at no extra cost to the Authority. Clause 5 of the CDS and the Technical Specifications shall specify what inspections and tests shall be carried out. CA shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	10.2.	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Authority.
	10.3.	Should any inspected or tested Goods fail to conform to the Specifications, CA may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Authority.
	10.4.	CA's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in CA's country shall in no way be limited by reason of the Goods having previously been inspected, tested, and passed by the Authority or its representative prior to the Goods' shipment from the country of origin.
	10.5.	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
11. Packing	11.1.	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	11.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in Clause 6 of the CDS , and in any subsequent instructions ordered by the Authority.
12. Delivery and Documents	12.1.	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of insurance and transportation shall be as provided by the INCOTERM and/or other documents to be furnished by the Supplier as are specified in Clause 7 of the CDS .
	12.2.	For purposes of the Contract, "DDP", "CIP", "CIF", "FCA", "FOB", "EXW" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce.
	12.3.	Documents to be submitted by the Supplier are specified in Clause 7 of the CDS .
13. Incidental Services		The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in Clause 8 of

		<p>the CDS:</p> <ul style="list-style-type: none"> (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) Training of the Authority’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
<p>14. Spare Parts</p>		<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, which shall be delivered within 48hours of placing the order. Other spare parts and components shall be supplied as promptly as possible, but in any case within two (2) months of placing the order and opening the letter of credit.</p> <p>The Supplier shall be required to provide the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> (a) Such spare parts that the Authority may elect to purchase from the Supplier, provided that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and (b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> i) Advance notification to the Authority of the pending termination, in sufficient time and not less than 2 years, to permit the Authority to procure needed requirements; and ii) Following such termination, furnishing at no cost to the Authority, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The Supplier guarantees that there shall be availability of spare parts for the period specified in the Clause 9 of the CDS.</p>
<p>15. Warranty</p>	<p>15.1.</p>	<p>The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials.</p>

		The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Authority's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the prevailing conditions.
	15.2.	This warranty shall remain valid for a period specified in Clause 10 of the CDS after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in Clause 10 of the CDS .
	15.3.	The Authority shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4.	Upon receipt of such notice, the Supplier shall, within the period specified in Clause 10 of the CDS and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Authority other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the named port or place of entry to the final destination.
	15.5.	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in Clause 10 of the CDS , the Authority may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which CA may have against the Supplier under the Contract.
16. Payment	16.1.	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Clause 11 of the CDS .
	16.2.	The Supplier's request(s) for payment shall be made to the Authority in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 12, and upon fulfilment of other obligations stipulated in the Contract.
	16.3.	After delivery and acceptance of the Goods, payments shall be made promptly by the Authority, within thirty (30) days after submission of a valid invoice or claim by the Supplier, or such other period as specified in Clause 11 of the CDS .
	16.4.	If the Authority makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in Clause 11 of the CDS .
	16.5.	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in Clause 11 of the CDS .
17. Prices	17.1.	The contract price shall be as specified in the Contract Agreement.
	17.2.	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender. Any price variation must be based on the prevailing consumer price index of the Kenya National Bureau of Statistics or the Central Bank of Kenya inflation rate.
18. Quantity Variation	18.1.	If the Authority at any time wishes to make changes within the general scope of the Contract, it may request the Supplier to provide a quotation on the effect of the change on the time and the cost of the contract on the basis of the contract price.

	18.2.	Any quotation for additional cost or time by the Supplier for adjustment under this clause must be presented within fourteen (14) days from the date of the Supplier's receipt of the Authority's request for change order.
	18.3.	If the Authority accepts the Supplier's quotation it will issue a formal Change Order in writing. The Supplier will not be eligible to claim reimbursement for any change to the contract unless he is in receipt of such formal written instruction.
	18.4.	All variations must collectively not exceed fifteen per cent (15%) of the original contract quantity for goods and/or incidental services.
19. Contract Amendments		Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment		Neither CA nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
21. Subcontracts	21.1.	The Supplier shall notify the Authority in writing of all subcontracts awarded under this contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the contract.
	21.2.	Subcontracts must comply with the provision of GCC.
22. Delays in the Supplier's Performance	22.1.	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Authority in the Schedule of Requirements.
	22.2.	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Authority shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3.	Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages		Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in Clause 12 of the CDS of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in Clause 12 of the CDS. Once the maximum is reached, the Authority may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination	24.1.	The Authority or the Supplier, without prejudice to any other remedy

for Default		for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	24.2.	Fundamental breaches of Contract shall include, but shall not be limited to the following: (a) The Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Authority pursuant to GCC Clause 22; or (b) The Supplier fails to perform any other obligation(s) under the Contract; (c) The supplier has abandoned or repudiated the contract. (d) The Authority or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (e) The Authority gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Authority; and (f) The supplier, in the judgment of CA, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
	24.3.	If the Authority terminates the Contract pursuant to GCC Clause 24.2 (f) above the amount of Liquidated Damages specified in Clause 13 of the Contract Data Sheet shall immediately become due from the Supplier to the Authority.
25. Termination for Insolvency		CA may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Authority.
26. Force Majeure	26.1.	Notwithstanding the provisions of GCC Clauses 24 and 25, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, 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.
	26.2.	If a Force Majeure situation arises, the Supplier shall promptly notify the Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
27. Disputes		If any dispute or difference of any kind whatsoever shall arise between the Authority and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. If the dispute is not solved by mutual consultation, either party may refer the matter to an Arbitrator.
28. Procedure for Disputes		The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the Clause 14 of the CDS.

<p>29. Limitation of Liability</p>		<p>Except in cases of criminal negligence or wilful conduct, and in the case of infringement pursuant to GCC Clause 8:</p> <p>(a) the supplier shall not be liable to the Authority , whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to CA ; and</p> <p>(b) the aggregate liability of the Supplier to the Authority , whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Authority with respect to patent infringement.</p>
<p>30. Notices</p>	<p>30.1.</p>	<p>Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or e-mail and confirmed in writing through registered mail to address specified in Clause 15 of the CDS.</p>
	<p>30.2.</p>	<p>A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<p>31. Taxes and Duties</p>	<p>31.1.</p>	<p>The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed inside and outside the Republic of Kenya.</p>
	<p>31.2.</p>	<p>If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Kenya, the Authority shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>

SECTION VI: CONTRACT DATA SHEET (SPECIFIC CONDITIONS OF CONTRACT)

Contract Data Sheet

The following Contract Data shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

CDS Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Definitions (GCC Clause 1)		
1.	1.1(h)	The contract shall commence upon execution
	1.1(j)	The End user is: Communications Authority of Kenya CA Centre, along Waiyaki Way P.O. Box 14448 Nairobi 00800 Kenya Website: www.ca.go.ke
	1.1(o)	Procuring Entity is: Communications Authority of Kenya CA Centre, along Waiyaki Way P.O. Box 14448 Nairobi 00800 Kenya Website: www.ca.go.ke
Governing Language (GCC Clause 3)		
2.		The Governing Language shall be English.
	Applicable Law (GCC Clause 4)	
3.		The Applicable Law shall be the Laws of Kenya
	Performance Security (GCC Clause 9)	
4.	4.1	The amount of performance security, as a percentage of the Contract Price, shall be ten per cent (10%) of the contract sum.
	4.2	After delivery and acceptance of the goods and services, the performance security shall be discharged within thirty (30) days following the date of completion of the contract
	Inspections and Tests (GCC Clause 10)	
5.		Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

		<p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier’s own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself/herself, which should be attached with the certificate(s) of the manufacturer(s) to the Authority in order to ensure that the goods are manufactured in compliance with the contract.</p> <p>Other tests including;</p> <ul style="list-style-type: none"> a) Factory Acceptance Testing prior to shipment b) Provisional Acceptance Testing on installation c) Final Acceptance Testing prior to Authorization d) Any other tests/inspections deemed necessary by the parties
	Packing (GCC Clause 11)	
6.		The Goods shall be packed properly in accordance with international standards for import packing.
Delivery and Documents (GCC Clause 12)		
7.	7.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Authority and the Insurance Company by post or e-mail the full details of the shipment, including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Authority, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii.) Original and four copies of the negotiable, clean, on-board bill of lading/airway bill/road consignment note marked “freight prepaid” and four copies of non-negotiable bill of lading or equivalent; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate; (v.) Manufacturer’s or Supplier’s warranty certificate; (vi.) Inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and

		<p>(vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Authority at least one week before arrival of the goods at the port or place of arrival.</p>
7.2		<p>For Goods from within Kenya:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Authority and mail the following documents to the Authority:</p> <p>(i.) One original plus four copies of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount;</p> <p>(ii.) Delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer’s or Supplier’s warranty certificate;</p> <p>(iv.) Inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and</p> <p>(v.) Certificate of country of origin issued by the Kenyan Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Authority before arrival of the goods.</p>
	Incidental Services (GCC Clause 13)	
8.		Any other incidental services to be provided will be mutually agreed upon by the parties
	Spare Parts (GCC Clause 14)	
9.		Minimum period for supply of spare parts is ten (10) years
	Warranty (GCC Clause 15)	
10.	10.1	<p>The warranty period shall be 12 months from date of provisional acceptance of the system. For Servers, the warranty period shall be 36 months from date of provisional acceptance. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at their discretion, either:</p> <p>(a) Make such changes, modifications, and/or additions to the system or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 10,</p>

		<p>or</p> <p>(b) Pay liquidated damages to the Authority with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be one per cent (1%) per day of undelivered materials/goods value up to the sum equivalent to the amount of fifteen per cent (15%) of the contract value.</p>
	10.2	The period for correction of defects in the warranty period is thirty (30) days
	Payment (GCC Clause 16)	
11.	11.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied in accordance with schedule of requirements in Section VII:</p> <p>Payment of foreign currency portion shall be made in currency of the Contract Price in the following manner:</p> <ol style="list-style-type: none"> i. Advance payment: advance payment of ten per cent (10%) of the contract price shall be paid upon submission by the successful tenderer to the Authority, an advance payment security equivalent to the advance itself and that security shall be given by a reputable bank recognized by the Central Bank of Kenya. ii. On Design and Installation: thirty per cent (30%) of the contract price shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in Kenya, upon submission of documents specified in CDS Clause 7. iii. On Provisional Acceptance and Training: twenty per cent (20 %) of the contract price of goods and services supplied, delivered, installed and training on the Benchmarking system and post processing software to users, shall be paid within thirty (30) days upon receipt of the claim supported by the provisional acceptance certificate issued by the Authority, through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in Kenya. <p>(iii) On Final Acceptance: forty per cent (40 %) after one (1) year warranty shall be paid within thirty (30) days of receipt of claim supported by the final acceptance certificate issued by the Authority, through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in Kenya.</p>
	11.2	Period for payment following a valid invoice is 30 days.
	11.3	Rate to be used for paying the Supplier's interest on the late payment made by the Authority shall be the Central Bank of Kenya rate.

	11.4	The payment currency to the supplier under this contract shall be in Kes, USD or Euros
	11.5	All payments shall be made in currency of the contract
	Liquidated Damages (GCC Clause 23)	
12.		Applicable rate: The rate of these liquidated damages shall be one per cent (1%) per day of undelivered materials/goods value up to the sum equivalent to the amount of fifteen per cent (15%) of the contract value
13.		In the event of corrupt or fraudulent practice or any breach of the Integrity Declaration the Supplier shall be liable to pay to the Authority hundred per cent (100%) of the Contract Price.
	Procedure for Disputes (GCC Clause 28)	
14.		The parties shall use their best efforts to resolve amicably all disputes arising out of the Contract. Where amicable settlement of such dispute is not possible within thirty (30) days of receipt by one party of the other party's request to amicably settle the dispute, then the dispute shall be referred to an arbitration panel comprising three (3) members, one appointed by each of the parties who shall then appoint the Chairman of the panel. The dispute shall be referred to arbitration in accordance with the Arbitration Act, Act No. 4 of 1995, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be undertaken in Nairobi, Kenya. Each party shall bear its own costs of arbitration including the fees payable to the Arbitrators.
	Notices (GCC Clause 31)	
15.		The Authority's address for notice purposes: Communications Authority of Kenya CA Centre, along Waiyaki Way P.O. Box 14448 Nairobi 00800 Kenya Website: www.ca.go.ke Supplier's address for notice purposes: (insert)

SECTION VII TECHNICAL REQUIREMENTS/SCHEDULE OF REQUIREMENTS

This defines the Authority's requirements in terms of the scope and performance of QoS Monitoring System, which it intends to procure, as well as, any additional requirements that may be proposed by Tenderers. The system specifications are as detailed below:

1.0 QoS Benchmarking Equipment Functionality

The systems to be supplied must meet the following minimum requirements:

- i. Be able to undertake Data, Voice and SMS QoS measurements of all available technologies i.e. 2G, 3G, LTE, Advanced LTE, CDMA, WCDMA etc.
- ii. Must support measurement of data, voice and SMS KPIs under the following standards: GSM (900, 1800), WCDMA (900, 2100) and LTE (700, 800, 1800, 2600).
- iii. Support the following voice codecs: AMR RF, AMR HR, EFR, FR and HR on GSMS and WCDMs WCDMA AMR and WCDMA AMR WB
- iv. Must have both an inbuilt GPS receiver and the capability to connect an external GPS receiver.
- v. Should be able to capture, store and display in real time the following network information: Transmitter power, MCC, MNC, LAC, DTX RAC, BCCH, BSIC, Timing Advance, Eclo, C/i, CI and ARFCN
- vi. Should provide an option of selecting a specific technology for testing i.e. GSM, WCDMA or LTE
- vii. Be able to display in real time the following during measurement:
 - a. Indicate the technology i.e. GSM, WCDMA, LTE etc.
 - b. The drive test route
 - c. Measured KPI statistics
- viii. Should be able to display the drive test routes and parameters on a map in real time.
- ix. Should be a modular system, rugged enough to sustain measurements on rough terrain. Where possible, the system should use a mix of both physical phones and inbuilt phones for purposes of clearly capturing customer experience and network issues.
- x. Must be able to support both indoor and outdoor Data, Voice and SMS measurements
- xi. Provide active high-level dashboard reports during measurements and quick processing at the post-processing platform.
- xii. Support mobile to fixed (landline/E1) architecture and Mobile (moving) to Mobile (fixed) configuration.
- xiii. The analysis software must be able to portray network signal process analytics for purposes of identifying and locating poor network performance.
- xiv. Be able to use different maps preferably open source maps for coverage and network viewers.
- xv. The equipment should be able to be powered from the vehicle 12V battery and on the office mains of 120/220-240V AC. The minimum idle capacity should not be less than 3 hours.
- xvi. The equipment must have an inbuilt UPS to support system functions during voltage dips.
- xvii. Should be able to make the following tests simultaneously:

- a) Four (4) channels of mobile voice service between the field unit and the receiving stationary unit
 - b) Four (4) channels of data service between the field unit and selected servers
 - c) Four (4) channels of SMSs transmission service between the field unit and the stationary unit
- xviii. Must be able to operate in tropical climate and operate within temperatures of between -10 to 55 degree Celsius, very rugged terrain, dusty routes and humidity of between 10 and 35 percent.
- xix. The system should be supported by a battery capable of handling measurements for a minimum of three (3) hours on the field unit and four (4) hours on the stationary unit
- xx. Must be able to record the calling and called part numbers as well as the event timestamps.
- xxi. Must be able to measure the following Data KPIs among others:
- a) Latency - Amount of time it takes for a packet to reach the receiving endpoint after being transmitted from the sending endpoint.
 - b) Jitter - The difference in the end-to-end latency between packets.
 - c) Throughput - the amount of **data** moved successfully in a given time period under HTTP, FTP and UDP protocols. Download and upload speeds in bits per second.
 - d) Ratio of Packet Loss - The number of packets lost as a percentage of the total number of packets transmitted
 - e) Internet Accessibility - The probability for a customer that Internet applications are reachable from his Internet access.
 - f) HTTP Completion failure ratio - The HTTP completion Time is the period of time starting from the instant when the connection to the web page is requested to the instant when the complete web page content is fully received.
 - g) HTTP generic scenario availability - The HTTP generic scenario availability assesses the probability that a subscriber can successfully browse the web during a defined duration
- xxii. Must be able to measure the following Voice QoS KPIs among others:
- a) Unsuccessful call ratio - the ratio of unsuccessful calls to the total number of call attempts in a specified time period.
 - b) Dropped call ratio - the probability that a successful call attempt is ended during a standard duration of the communication by a cause other than the intentional termination by the calling or called party.
 - c) Completed call ratio - The percentage of communications that are successfully set up and maintained during a standard duration of “on-net” (inside the same network) calls (including Mobile to Mobile calls) until hang up of the calling or called party.
 - d) Call set up time - The period starting when the address information, properly dialed following dial tone, to a valid (and supposed not busy) number required for setting up a call is sent from the calling party and finishing when the called party ringing tone, or answer signal, is received by the calling party.
 - e) Voice quality - the intrinsic quality of speech signal after transmission. This indicator must take into account the degradations generated on the signal by the transmission links. The equipment must be able to measure this KPI using all ITU

approved algorithms i.e. ITU P863 (POLQA), ITU P862 (PESQ) and ITU P862.2 (PESQ-WB)

- f) Handover Success Rate. This is the measure of sustainability of a connection when the user equipment moves between different cell locations.
- g) Received Signal Level and Received Signal Quality under the following technologies: GSM (900, 1800), WCDMA (900, 2100) and LTE (700, 800, 1800, 2600),
- xxiii. Must be able to measure the following SMS KPIs among others:
 - a) Completion Rate for SMS- Ratio of correctly sent and received SMS between two terminal equipment
 - b) End-to-End delivery time for SMS
- xxiv. The equipment should be scalable and flexible in terms of upgrades and compatibility with multiple data types
- xxv. The accompanying post processing software should have the capability of analyzing the root-cause of failure events.
- xxvi. The supplier must offer operational and maintenance training on and/or off site in order to transfer skills to enable efficient utilization and maintenance of the equipment.
- xxvii. The supplier must commit on succession and migration plans for the later versions of the equipment and software including how to manage the end of life. The system to be supplied must be the latest version with the latest software.
- xxviii. The supplier shall facilitate the installation, testing and commissioning of the system part of which will be installed in motor vehicles.

2.0 Post-Processing Functionality

- a.) Multi Technology Support i.e. 2G, 3G and LTE; Comprehensive support for GSM, GPRS, CDMA, EVDO, WiMAX, UMTS, HSPA, HSPA+ and LTE across all chipsets, devices and test equipment
- b.) Supports multi-vendor standard equipment data profiles.
- c.) Supports most of the industry standard file formats from various data collection systems such as drive-tests including; OMC-R traces, A, Gb, and Abis traces.
- d.) Able to export Data in a variety of formats including CSV, MapInfo TAB, Google Earth KML among others.
- e.) Should be able to map routing information and KPIs on MapInfo, Microsoft BING and Google Earth among other maps
- f.) Radio network analysis: Must enable the analysis and verification of RF conditions including: Coverage and overshoot analysis, Pilot pollution, Neighbor-list analysis
- g.) Must be able to perform Root-Cause analysis: Must be able to highlight the cause of failure events, and provide users with the ability to drill down, separate and analyze events in detail.
- h.) Must have predefined KPI reports that shall provide the following: Call Set-up time, Call Set-Up Success Rate, Dropped Call Rate, Speech Quality (MOS), Latency, Jitter, Packet loss, Throughput, and End-to-End SMS delivery time.
- i.) Able to combine Drive test and call trace files to link forward and reverse link data. Should map drive test data with core-network counters.
- j.) Able to Interface with Microsoft Excel among other analysis programs.
- k.) Able to plot drive data and events on maps, graphs, charts and tables
- l.) Able to analyze at least 1.5GB of data in less than 10 minutes or even at higher speeds.
- m.) Able to load at least 1.5GB of data in less than 5 minutes or higher speeds.
- n.) Must provide evidence of system use from at least 3 operators and 1 regulator

- o.) The software should not have restrictions on the size of data that can be processed at the same instance.
- p.) The software must be scalable and support multiple user stations.

3.0 System Mobility

The mobile components of the monitoring system shall be mounted on a motor vehicle to be sourced by the System Supplier, who will install the equipment prior to delivery of the system to the Authority. Due to the harsh terrain the system will be deployed in on many occasions, the motor vehicle must meet the following specifications.

- a.) Must be Right Hand Drive.
- b.) Must be a 4-Wheel drive vehicle with a top speed of at least 160 Km/Hr.
- c.) Must be able to accelerate from 0kmph to 100kmph in less than 20 seconds
- d.) The Engine Displacement (cc) must be between 2800 and 4000 and must be turbo charged
- e.) Must have a fuel storage capacity of at least 160 Liters
- f.) The gear box should at least be five (5) speed
- g.) Should come with Alloy wheels and provide for two spare tires.
- h.) Should be able to accommodate at least five (5) sitting passengers
- i.) Should come with Dual battery Charging system to cater for equipment needs.
- j.) Must have an Air conditioning system to provide sufficient cooling.
- k.) Should come with Adjustable Seats, cruise and traction control
- l.) Should come with an air quality control system.
- m.) Must have a USB/ Auxiliary input
- n.) Must have an appointed/authorized maintenance and spare part distributor/partner/dealer in Kenya.
- o.) Should have at least two (2) Accessory Power feed Outlets in front and rear.
- p.) Must come with an Anti-Lock Braking System
- q.) Must have the Driver & Passenger Airbag and Front & rear side airbags.
- r.) Should have both front and side Impact Beams
- s.) The windows must be tinted with a light tint
- t.) Should have a small fridge compartment for drinks

SECTION VIII: WORK PLAN AND EXPECTED DELIVERABLES

This section provides the work plan and expected deliverables.

1. Milestones and Deliveries

Tenderers shall provide a project work plan for the Supply, Delivery, Installation, Testing, Commissioning and Maintenance of the QoS Monitoring System in the following proposed format:

1. A Gantt chart of the project phases, and
2. The Milestones and Deliveries table with the details below:

Table 1: Milestones and Deliveries

No.	Milestone/Delivery	Weeks from Effective Contract Date
PHASE I		
1.	Systems Design Review	<2 weeks
2.	Factory Acceptance Testing QoS Benchmarking System <ul style="list-style-type: none"> ○ Test Plan ○ Test Procedure ○ Testing and Test Report 	<4 weeks
3.	Shipment and Installation (at CA Headquarters)	<7 weeks
4.	Training I (Benchmarking drive test and Post Processing) – at CA Centre	<9 weeks
5.	Provisional Acceptance Tests I <ul style="list-style-type: none"> • Test Plan • Test Procedure • Testing and Test Report 	<10 weeks
6.	Training II (Benchmarking drive test and Post Processing) – at Client Factory	<13 weeks
7.	Factory Acceptance Test II (QoS Benchmarking System) <ul style="list-style-type: none"> • Test Plan • Test Procedure • Testing and Test Report 	<14 weeks
8.	Project Commissioning	<15 weeks
9.	Warranty Period (including technical support for the QoS Benchmarking System)	>50 weeks
10.	Final Report including failure analysis and spare part stock status Final Acceptance Phase	>51 weeks

In order to determine the correct date of delivery as specified, CA has taken into account the additional time that will be needed for international or national transit to the delivery place.

TABLE 2: LIST OF GOODS AND SERVICES

No.	ITEM DESCRIPTION	QUANTITY
1.	QoS Benchmarking System – Master and Slave	2
2.	QoS Drive Test Post Processing Software and Work Stations	2
3.	Manuals Operation and Maintenance Manuals: i. Post Processing Software Manual ii. Benchmarking Equipment and Unit Manuals iii. Electronic copies	3 Sets Each
4.	Systems Design	1 Service
5.	Installation and integration	Lot
6.	Acceptance	Lot
7.	Warranty Period and Operations and Maintenance Support	1 year
8.	Maintenance Support after warranty period	4 years
9.	Recommended Spares with individual costs	1 set
10.	Training CA's Personnel	Lot

SECTION IX: TENDER EVALUATION

The Tender for Supply, Delivery, Installation, Testing, Commissioning and Maintenance of the QoS Monitoring System shall be subjected to the following five stages of evaluation -

- 1) Preliminary Evaluation –Pass/Fail
- 2) Technical Compliance Evaluation- Complied/Not complied
- 3) Technical Capacity of the Tenderer - pass mark of 75%
- 4) Financial Evaluation - Lowest evaluated Tenderer
- 5) Due Diligence

1) Preliminary Evaluation

The following shall be the mandatory requirements without which a Tenderer shall not proceed to the next stage of evaluation:

No	Description	Compliance	Bidders Remarks
1.	Copy of certificate of incorporation/registration of the company in the domicile country. Provide a list of shareholders and the Directors with their contact details		
2.	Valid tax compliance certificate and where not applicable, a status of tax compliance from the domicile country.		
3.	Tender security of USD 200,000 or equivalent with a validity period of 180 days from the date of closing the tender, in the form of a bank guarantee issued by a bank registered by the Central Bank of Kenya		
4.	The tender proposal signed by a person lawfully authorized to do so		
5.	Provide three (3) references from current clients attesting to the satisfactory aftersales support by the tenderer for a project of similar nature		
6.	Submission of an Original and one (1) hard copy of the tender document and one soft copy prepared in a suitable Microsoft application or in adobe acrobat format in a compact disk		
7.	Submission of complete sets of Audited Accounts for the last three years (2013, 2014, 2015) that must include and independent auditor’s report (opinion) statement of financial position (balance sheet), statement of comprehensive income (profit and loss), cash flow statement and statement of owner’s equity. The accounts should be for the Tenderer and not the parent or group company		

8.	Confirmation letter of ownership of the system/Manufacturer's authorization letter for the use of the system from its owner		
9.	A duly signed declaration made pursuant to section 62 of the PPADA, 2015 that the tenderer will not engage in any corrupt or fraudulent practice and that the firm or any of its partners, associates, employees are not debarred from participating in procurement proceedings		
10	Duly filled, signed and stamped Confidential Business Questionnaire		
11	Requirement of serialization of all pages for each bid submitted (Original and soft copy)		

NB: Tenderers who fail to comply with any of the above mandatory requirements will be disqualified.

All tenders qualified at the preliminary stage shall be subjected to technical compliance evaluation

2) Technical Compliance Evaluation

The technical compliance evaluation shall be scored on a compliance or non-compliance basis. The system to be supplied must meet the following minimum requirements. Tenderers are required to clearly describe how each of the technical specifications is met by the proposed system as detailed below:

No.	Technical specifications - General	Complies (✓/✗)
1.	Be able to undertake Data, Voice and SMS QoS measurements of all available technologies i.e. 2G, 3G, LTE, Advanced LTE, CDMA etc.	
2.	Must support measurement of data, voice and SMS KPIs under the following standards: GSM (900, 1800), WCDMA (900, 2100) and LTE (700, 800, 1800, 2600).	
3.	Support the following voice codecs: AMR RF, AMR HR, EFR, FR and HR on GSMS and WCDMs WCDMA AMR and WCDMA AMR WB	
4.	Must have both an inbuilt GPS receiver and the capability to connect an external GPS receiver.	
5.	Should be able to capture, store and display the following network information during the drive test: Transmitter power, MCC, MNC, BSIC, LAC, DTX RAC, BCCH, Timing Advance, RSSI/Rx Level, Ec/Io, C/I, CI, ARFCN, frequency band, and the technology in use i.e. GSM, WCDMA, LTE etc.	
6.	Be able to display status of the following equipment components: <ul style="list-style-type: none"> I. Battery level of equipment /phones II. Whether the GPS is functioning or not III. Temperature of equipment/phones or attached batteries 	
7.	Should be able to display the drive test routes and parameters on a map in real time.	
8.	Should provide an option of selecting a specific technology	

	for testing i.e. GSM, WCDMA or LTE	
9.	Should be a modular system, rugged enough to sustain measurements on rugged terrain.	
10.	Provide active high-level dashboard reports during measurements and quick processing at the post-processing platform.	
11.	Support mobile to fixed (landline/E1) architecture and Mobile (moving) to Mobile (fixed) configuration.	
12.	The equipment must have an inbuilt UPS to support system functions during voltage dips.	
13.	Should be able to test the following simultaneously: <ul style="list-style-type: none"> a. Four (4) channels of mobile voice service between the field unit and the receiving stationary unit b. Four (4) channels of data service between the field unit and selected servers c. Four (4) channels of SMSs transmission service between the field unit and the stationary unit 	
14.	The equipment must be robust and rugged enough to withstand weather and rough terrain. Must be able to operate in temperatures of between -10 to 55 degree Celsius, very rugged terrain, dusty routes and humidity of between 0 and 40 percent.	
15.	The equipment should be able to be powered from the vehicle's 12V battery and on the office mains 120/220V AC.	
16.	The system should be supported by a battery capable of handling measurements for a minimum of three (3) hours on the field unit and four (4) hours on the stationary unit	
17.	Must be able to record the calling and called part numbers	
No.	Technical specifications – Data Service The Benchmarking system must be able to measure:	Complies (✓ / ✗)
1.	Latency - Amount of time it takes for a packet to reach the receiving endpoint after being transmitted from the sending endpoint.	

2.	Jitter - The difference in the end-to-end latency between packets.	
3.	Throughput - the amount of data moved successfully in a given time period under HTTP, FTP and UDP protocols.	
4.	Ratio of Packet Loss - The number of packets lost as a percentage of the total number of packets transmitted	
5.	Internet Accessibility - The probability for a customer that Internet applications are reachable from his Internet access.	
6.	HTTP Completion failure ratio - The HTTP completion Time is the period of time starting from the instant when the connection to the web page is requested to the instant when the complete web page content is fully received.	
7.	HTTP generic scenario availability - The HTTP generic scenario availability assesses the probability that a subscriber can successfully browse the web during a defined duration	
No.	Technical specifications –Voice Service The Benchmarking system must be able to measure:	Complies (✓/✗)
1.	Call set up time - The period starting when the address information, properly dialed following dial tone, to a valid (and supposed not busy) number required for setting up a call is sent from the calling party and finishing when the called party ringing tone, or answer signal, is received by the calling party.	
2.	Unsuccessful call ratio - the ratio of unsuccessful calls to the total number of call attempts in a specified time period.	
3.	Dropped call ratio - he probability that a successful call attempt is ended during a standard duration of the communication by a cause other than the intentional termination by the calling or called party.	
4.	Completed Call Ratio - The percentage of communications that are successfully set up and maintained during a standard duration of “on-net” (inside the same network) calls (including Mobile to Mobile calls) until hang up of the	

	calling or called party.	
5.	Voice quality - the intrinsic quality of speech signal after transmission. This indicator must take into account the degradations generated on the signal by the transmission links. The equipment must be able to measure this KPI using all ITU approved algorithms i.e. ITU P863 (POLQA), ITU P862 (PESQ) and ITU P862.2 (PESQ-WB)	
6.	Received Signal Level and Received Signal Quality under the following technologies: GSM (900, 1800), WCDMA (900, 2100) and LTE (700, 800, 1800, 2600),	
7.	Support the following voice codecs: AMR RF, AMR HR, EFR, FR and HR on GSMS and WCDMs WCDMA AMR and WCDMA AMR WB	
No.	Technical specifications - SMS Service The Benchmarking system must be able to measure:	Complies (✓/✗)
1.	Completion Rate for SMS- Ratio of correctly sent and received SMS between two terminal equipment	
2.	End-to-End delivery time for SMS - The end-to-end delivery time for SMS is the period starting when sending a SMS from a terminal equipment to a Short Message centre and finishing when receiving the very same SMS on another terminal equipment.	
3.	Successful SMS Ratio – The Probability that a user can send a SMS successfully from a terminal equipment to a SMS centre	

System Mobility

	Features	Minimum Specification	Complies (✓/✗)
	ENGINE		
1	Type	Turbo Diesel	
2	Displacement	Between 2800cc and 4000cc	
3	Acceleration	Must be able to accelerate from 0kmph to 100kmph in less than 12 seconds	
	TRANSMISSION		
4	Drive	4 wheel drive, right hand drive	
	SUSPENSION		
5	Front	Double wish bone independent suspension (coil spring with stabilizer bar)	
6	Rear	4-Link type suspension with coil spring and stabilizer bar	
	TYRE/WHEELS		
7	Dimensions	265/65R17	
8	Spare wheel	With cover	
9	Rim	7.5J Alloy	
	BRAKES		
10	Front	Ventilated Disks	
11	Rear	Ventilated Disks	
12	ABS	Standard equipment	
	FUEL		
13	Type	Diesel	
14	Distribution	Common Rail Diesel	
15	Tank Capacity	At least 160Litres	
16	Transmission	6 speed Manual/Automatic	
17	Ground Clearance	Atleast 237mm	
	OTHERS		
18	Dual Battery	Should come with a Dual battery Charging system to cater for equipment needs	
19	Adjustable seats	Standard equipment	
20	Cruise control	Standard equipment	
21	USB/ Auxiliary input	Standard equipment	
22	Fog lamp	Required	
22	Air conditioning	Standard equipment	
24	Power windows	Standard equipment	
25	Power mirrors	Standard equipment	
26	Central Locking	Standard equipment	
27	Digital clock	Standard equipment	
28	Glove box lockable	Standard equipment	

	Features	Minimum Specification	Complies (✓/✗)
29	Seat material	Fabric	
30	Radio	AM/FM/SW/CD	
31	Security Alarm	Inbuilt immobilizer	
32	Front and rear impact beams	Required	
33	Airbags	Standard equipment	
34	Local Dealer support	Required	
35	Tinted windows (light tint)	Required	
36	Small fridge compartment	Required-	
37	Warranty	Three (3) years local warranty	

3) Technical Capacity Evaluation

The Tenderer(s) that shall qualify at the technical mandatory stage shall be subjected to a technical capacity evaluation. Tenderers shall be evaluated on the criteria out of 100% with a pass mark of 80%. The Tenderers shall be evaluated on their capabilities/capacity to supply the QoS Benchmarking System required by the Authority as shown in table below:

No	Criteria Description	Weight
1.	<p><i>Experience of the Tenderer</i></p> <p>Tenderers should provide detailed descriptions of similar systems which they implemented and been operational for 2-7 years, including names of clients and contact persons. (12 marks)</p> <p>Tenderers must submit recommendation letters related to performance and maintenance support of the installed systems from at least three (3) clients. (18 Marks)</p>	30
2.	<p><i>Human Resource Capacity</i></p> <p>Tenderers should submit a list of key personnel that will undertake the implementation of project at all stages (design, installation, training and maintenance) and their availability for the duration of the project.(5 Marks)</p> <p>The qualifications and competence of the key personnel for the assignment should be:</p> <p>(i) The Project Manager should have relevant academic qualifications and experience preferably a degree in any discipline in engineering, relevant technical knowledge and managerial skills in project management in deployment of a project of similar scope. In addition, the project manager should have a minimum of 5 years work experience in project management. (8 marks).</p>	25

No	Criteria Description	Weight
	<p>(ii) Technical Personnel: At least three (3) qualified persons having at least a degree in Engineering, IT, spectrum management and monitoring (12 marks).</p> <p>Attach CVs recently signed by the proposed technical staff and the authorized representative submitting the tender. Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last 5years.</p>	
3.	<p>Methodology</p> <p>a) Detailed description of methodology and work plan (20 marks).</p> <p>b) Adequacy of the proposed methodology and work plan (10 marks)</p>	30
4.	<p>Financial Capacity</p> <p>Tenderers must demonstrate that they have the financial capacity to provide the required services by providing information to prove financial viability. Tenderers will be rated based on the annual average gross turnover, equivalent to Kes. 200 Million or its equivalent in foreign currency and above, as per their Annual Audited accounts for the last 3 years (2013, 2014, 2015). (9 Marks)</p> <p>The tenderer shall demonstrate that they meet the following ratios;</p> <p>Current Ratio: ≥ 2 (3marks)</p> <p>Debt Ratio: < 1 (3 marks)</p>	15
	Total	100

4) FINANCIAL EVALUATION STAGE

The Tenderers that qualify at the Technical Capacity stage shall be invited in writing to witness the opening of their financial proposals. The financial proposals shall be itemized clearly to include issues ranging from, Supply, Delivery, Installation, Commissioning of the system, proposals on Operations and Maintenance, Training, and any other costs. Tenderers are advised to submit their financial proposals in the format below;

No	Item Description	Quantity	Unit Cost inclusive of Taxes, Duties and Freight Charges	Total Cost
1	QoS benchmarking system cost including system mobility (vehicle) costs	1		
2	Project management cost	Lot		
3	Warranty Period	1 year		
4	Maintenance Support after warranty period to also include cost of system upgrades	5 years		
5	Training of staff – Itemise in Kenya and abroad after initial installation	Lot		
6	Cost of most common used spare parts i.e. antennas, batteries, modules, charging cables etc.			
7	Any other cost			
Total Cost				
The bidder should propose unit rates for the system and components to be ordered as and when required for a period of one year from the contract date.				

The bidder offering the lowest evaluated bid in terms of the overall cost of ownership will be considered for the award of the tender.

Note:

- The system shall be supplied, delivered, installed, tested and commissioned at the Authority's premises.
- The awarded firm is expected to deliver a complete project to the Authority at commissioning. This, therefore, means that the tender sum submitted shall include all applicable taxes, duties, delivery and freight, installation and commissioning costs.
- The Authority shall make payments as per clause 11 of the CDS.
- Commit on succession and migration plans for the later versions of the equipment and software including how to manage the end of life.
- Offer operational and maintenance training on and/or off site in order to transfer skills to enable efficient utilization and maintenance of the equipment

The lowest evaluated bidder will proceed to the due diligence stage.

5) DUE DILIGENCE

The Authority shall, after Financial Evaluation, but prior to the award of the tender, conduct due diligence to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract.

CA shall conduct due diligence and factory tests on the supplier site and at any of the references provided by the Bidder in this tender document to confirm suitability and any information provided.

In addition, CA may seek information about any Bidder from any other source whether or not the individuals or organizations contacted have been referenced by the Bidder. At the due diligence stage, bidders shall be evaluated on a pass/fail basis to ascertain the information provided in the technical evaluation stage and the technical capacity.

The due diligence will confirm the following:

1. Satisfactory implementation of the relevant projects
2. Satisfactory System and Equipment performance
3. The existence of an active Research and Development (R&D) unit with qualified staff within the organization, the plans in place to ensure continuous improvement to the system, Staff turnover ratio among others.
4. Satisfactory after-sales maintenance support by the tenderer for the referenced system including the number of technical maintenance staff, staff to client ratio and staff turnover.
5. Satisfactory provision of services as scheduled and support by the bidder to the client for the referenced services.

The bidders that will fail in any of the above areas in the due diligence exercise shall be disqualified at this stage, whilst the bidders that pass shall qualify to proceed to the tender award stage.

The Tenderer shall be awarded the tender subject to satisfactory outcome of the due diligence.

SECTION X: TRAINING, ACCEPTANCE AND MAINTENANCE

In addition to the schedule of requirements in Section VII, Tenderers shall be expected to provide proposals on the following items.

Training

Tenderers shall include in their offer a detailed training plan, associated cost and curriculum. The training shall be in English and Tenderers shall provide manuals in both hard and soft copies to each trainee.

Immediately after installation of the system, the Tenderer shall undertake training to the users and technical staff as required in the tender for atleast fifteen (15) participants covering Authority's user applications of the system.

The supplier shall be required to train atleast ten (10) staff members after every system/software upgrade both in Kenya and Abroad.

Acceptance/Approval

At the end of each project stage – Design, Supply, Delivery, Installation, Testing and Commissioning stages - the Tenderer shall be subjected to an Acceptance/Approval process, which may entail submission of test reports. Tests shall be conducted at CA or at the supplier's factory as may be appropriate before approvals are granted.

Maintenance

The Tenderer shall provide separate year-by-year proposals for the provision of maintenance for a five-year period after the warranty period. These proposals shall be accompanied by the relevant cost estimations including cost of most common used spares

The Tenderer may present, as options to be considered by the Authority, maintenance arrangements, which in their opinion better meet requirements of this particular project.

B. PRICE SCHEDULES FOR GOODS AND RELATED SERVICES

Name of Tenderer Tender Number Page of

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Unit	Quantity	Unit price DDP to final destination including specified incidental services (Design, Supply, Delivery, Installation, Testing, Commissioning and Maintenance)	Total Price	Delivery Offered

Name in the capacity of

Signature of Tenderer.....

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

C. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<i>Part 1 – General:</i>			
Business			Name
.....			
Location	of	business	premises.
.....			
Plot	No.		Street/Road
.....			
Postal Address	Tel No.	Fax	E mail
.....			
Nature	of		Business
.....			
Registration	Certificate		No.
.....			
Maximum value of business which you can handle at any one time – Kshs.			
.....			
Name	of your bankers		Branch
.....			
Part 2 (a) – Sole Proprietor			
Your name in full			Age
.....			
Nationality		Country	of origin
.....			
*Citizenship details			
Part 2 (b) - Partnership			
Given details of partners as follows:			
Name	Nationality	*Citizenship Details	Shares
1.			
.....			
2.			
.....			
3.			
.....			
4.			
.....			
Part 2 (c) – Registered Company			
Private	or		Public
.....			

State the nominal and issued capital of company-			
Nominal			Kshs.
Issued			Kshs.
Given details of all directors as follows			
	Name	Nationality	*Citizenship Details
Shares			
1.			
2.			
3.			
4.			
5			
Part 2 (d) - Individual Members of Joint Ventures			
1. Legal status of Tenderer: <i>[attach copy]</i>			
2. Place of registration: <i>[insert]</i>			
3. Principal place of business: <i>[insert]</i>			
4. Power of attorney of signatory of Tender: <i>[attach]</i>			
We, the undersigned declare that			
(a) The information contained in and attached to this form is true and accurate as of the date of Tender submission			
<i>Or [delete statement which does not apply]</i>			
(b) The originally submitted pre-qualification information remains essentially correct as of date of submission			
Authorized Signature: _____			
Name and Title of Signatory: _____			
Name of Tenderer: _____			
Address: _____			
Date	Signature	of Candidate
		

*If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, naturalization or registration.

D. INTEGRITY DECLARATION

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in the given format which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Upon completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit monies have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the Authority and/or the unsuccessful competitors in the tendering process.
6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their general or project-specific Compliance Program.

7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

E. ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Section 62 PPADA, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

I/We

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

Tender name.....

Tender No

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

Authorized Signature.....

Name and Title of Signatory.....

F. LETTER OF NOTIFICATION TO UNSUCCESSFUL TENDERERS

[to be printed on the Letterhead of the Authority]

[date]

To: *[name and address of the Supplier]*

Re: Letter of notification to Unsuccessful Tenderers

This is to inform you in that your offer in relation to *[tender name and number]* has been determined to be unsuccessful upon evaluation due to the following reasons *[list of reasons]*. We intend to make a contract with *[name of successful tenderer]* for *[amount]*. Your tender security / tender securing declaration will be discharged.

Thank you for your participation in the tendering process.

Yours

(Name of Accounting Officer)
Director General

G. LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

[to be printed on the Letterhead of the Authority]

[date]

To: *[name and address of the Supplier]*

Re: Letter of Acceptance/Notification of Award

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data Sheet]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

The contract shall be signed by the parties within 30 days from the date of this letter but not earlier than 14 days from the date of the letter.

Yours

(Name of Accounting Officer)

Director General

Please return a copy of this letter duly signed

Authorized Signature and Seal: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

H. FORM OF CONTRACT

THIS AGREEMENT made the _____ day of _____ 20 _____ between Communications Authority of Kenya (hereinafter called “the Authority”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Authority invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Contract Data Sheet
 - (f) the Authority’s Notification of Award

1. In consideration of the payments to be made by the Authority to the tenderer as hereinafter mentioned, the tender hereby covenants with the Authority to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
2. The Authority hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Authority)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

SECTION XII: FORMS OF SECURITY

A. TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation, testing and commissioning of [name and/or description of the equipment] (hereinafter referred to as “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Authority”) in the sum of for which payment well and truly to be made to the Authority, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Authority during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the the Authority 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.

[signature of the authorized representative of the bank]

Seal

B. PERFORMANCE BANK GUARANTEE [UNCONDITIONAL 10% OF CONTRACT SUM]

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. [reference number of the contract] dated 20 to supply [description of goods and 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 (located in Kenya) for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

[name of Bank]

[address]

[date]

**C. MANUFACTURER'S/INTELLECTUAL PROPERTY RIGHT HOLDER'S
AUTHORIZATION FORM**

To *[name of Procuring Entity]*

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 competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.

SECTION XIII: APPLICATION TO PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

FORM RB 1
REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Authority*) ofdated the...day of20.....in the matter of Tender No.....of20...

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.
- etc.

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

- 1.
 - 2.
- etc.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED Board Secretary
