



**TENDER DOCUMENT FOR PERSONS TO PARTICIPATE IN SURVEYS FOR
MONITORING OF QUALITY OF SERVICE FOR THE RFID MAIL SYSTEM
INSTALLED IN SELECTED POST OFFICES IN KENYA (*RESTRICTED TO
PERSONS LIVING WITH DISABILITIES (PWDS).*)**

TENDER NO: CA/PROC/OT/17/2019-2020

SUBMISSION DEADLINE

20th November 2019 at 10:30AM

**Head of Procurement
Communications Authority of Kenya
Waiyaki Way
P.O. Box 14448
WESTLANDS, 00800
Nairobi, Kenya
[Tel:+254 20 4242000](tel:+254204242000)**

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SECTION I – INVITATION TO TENDER

TENDER NO: CA/PROC/OT/17/2019-2020

TENDER FOR PERSONS TO PARTICIPATE IN SURVEYS FOR MONITORING OF QUALITY OF SERVICE FOR THE RFID MAIL SYSTEM INSTALLED IN SELECTED POST OFFICES IN KENYA (*RESTRICTED TO PERSONS WITH DISABILITIES (PWDS)*)

- 1.1 The Communications Authority of Kenya (CA) is the ICT industry regulator with responsibilities in telecommunications e-commerce, broadcasting, and postal /courier services. CA is also responsible for protecting the rights of ICT consumers and for managing the country’s numbering and spectrum resources.
- 1.2 CA wishes to invite interested persons with disabilities to participate in surveys for monitoring of quality of service for the RFID mail system installed in selected post offices in Kenya. The contract will be for a period of 3 years.
- 1.3 Interested eligible candidates may obtain further information from and go through the tender documents that will be uploaded in CA’s website (www.ca.go.ke.)
- 1.4 The Tender document can also be accessed and downloaded from the Public Procurement Information Portal (PPIP) supplier portal (<https://www.tenders.go.ke/website/tenders/Index> and the Authority’s website: www.ca.go.ke. The clients/ persons that download the document must arrange to forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through email address tenders@ca.go.ke seven (7) days before the closing date for records and for the purposes of receiving clarifications and/or addendums, if any.
- 1.5 Bidders are required to undertake serialization of all bid documents as per requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 clause 74(1)(i) to enable safeguard loss of documentation during and after evaluation.
- 5.1. The fees paid are standardized and apply to all participants irrespective of the regions they come from
- 1.6 Duly completed tender documents, in a plain sealed envelope marked: **“CA/PROC/OT/17/2019-2020 - “TENDER FOR PERSONS TO PARTICIPATE IN SURVEYS FOR MONITORING OF QUALITY OF SERVICE FOR THE RFID MAIL SYSTEM INSTALLED IN SELECTED POST OFFICES IN KENYA.”** Should be mailed to the address below or deposited in our Tender Box on the Ground floor within our Headquarter building, along Waiyaki Way on or before **20th November 2019 at 10.30 a.m.**

**The Head of Procurement
Communications Authority of Kenya
P.O Box 14448
Nairobi 00800**

Tel: +254 (020) 4242000

Mobile: +254 703-042000

Website: www.ca.go.ke

- 1.7 Bids shall be opened soon thereafter in the presence of the Bidders' representative(s) who choose to attend at the Authority's meeting **room 2 Ground floor.**

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for a period of **three (3) years** from the date of contract signing (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged (**if any**) for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The Authority shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form

- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Authority, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

2.9.6 Price variation requests shall be processed by the Authority within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Authority's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security (Not required)

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

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

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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Authority as non responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the Authority on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **150 days** or as specified in the invitation to tender after date of tender opening prescribed by the Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as nonresponsive.
- 2.13.2 In exceptional circumstances, the Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each **"ORIGINAL TENDER" and "COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures , or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

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

(a) be addressed to the Authority at the address given in the invitation to tender

**The Head of Procurement
Communications Authority of Kenya
P.O. Box 14448
Westlands 00800
Nairobi
KENYA**

Tel NO: +254-20-4242000

(b) Bear, the Tender Number and words: **"DO NOT OPEN BEFORE 20th November 2019 at 10.30 a.m**

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

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

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Authority at the address specified under paragraph 2.15.2 no later than **20th November, 2019 at 10.30 a.m**

2.16.2 The Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the Authority prior to the deadline prescribed for the submission of tenders.

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

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

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

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

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

2.18 **Opening of Tenders**

2.18.1 The Authority will open all tenders in the presence of tenderers’ representatives who choose to attend, at **20th November, 2019 at 10.30**

a.m_ and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The Authority will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Authority may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Authority in the Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between the amounts in words and in figures, the amount in words will prevail.
- 2.20.3 The Authority may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Authority's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 **Conversion to a single currency**

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

2.22 **Evaluation and comparison of tenders.**

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

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

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

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

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

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

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

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. **Contacting the Authority**

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

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

2.24 **Award of Contract**

a) **Post qualification**

2.24.1 In the absence of pre-qualification, the 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Authority deems necessary and appropriate.

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

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the Authority will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of award

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

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

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security (Not Required)

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award

and forfeiture of the tender security, in which event the Authority may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers																																								
2.1	Reserved to People with disabilities (PWD's)																																								
2.10	Maximum of Kshs 20,000 per quarter																																								
2.11	Refer to clause 2.22 on the evaluation criteria																																								
2.12	Tender security NOT required.																																								
2.22	<p>Evaluation Criteria</p> <p>The evaluation will be undertaken through a two (2)-stage process as detailed below:</p> <ul style="list-style-type: none"> i. Mandatory Evaluation- Pass/Fail basis ii Financial Evaluation- Lowest Evaluated bidder <p>Stage 1: Mandatory Evaluation</p> <p>The Bids shall undergo a Mandatory evaluation process in order to determine the bid compliance to the following requirements: -</p> <table border="1" data-bbox="416 1227 1422 1883"> <thead> <tr> <th>NO</th> <th>CRITERIA</th> <th>THRESHOLD</th> <th>SUPPORTING DOCUMENTATION</th> <th>PASS/ FAIL</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Age</td> <td>23-65 years</td> <td>Attach a copy of your National Identification card</td> <td></td> </tr> <tr> <td>2.</td> <td>Literacy Level</td> <td>Minimum Primary to College level</td> <td>Attach copy of certificate</td> <td></td> </tr> <tr> <td>3.</td> <td>Mobility</td> <td>Ability to move around independently</td> <td>Attach Doctor's report</td> <td></td> </tr> <tr> <td>4.</td> <td>Current Engagement</td> <td>Ability to meet basic needs and not relying on this service</td> <td>Provide evidence of occupation in relevant town.</td> <td></td> </tr> <tr> <td>5</td> <td>Proximity to site of the project</td> <td>Located within the site</td> <td>Provide letter from the chief</td> <td></td> </tr> <tr> <td>6.</td> <td>Ownership of Post office box</td> <td>Located within the site</td> <td>Attach copy of box renter's card</td> <td></td> </tr> <tr> <td>7</td> <td>Registered under PWD's group</td> <td>Certificate</td> <td>Copy of valid AGPO Certificates</td> <td></td> </tr> </tbody> </table> <p>Bidders must satisfy the above criteria in order for them to qualify for the financial evaluation stage.</p>	NO	CRITERIA	THRESHOLD	SUPPORTING DOCUMENTATION	PASS/ FAIL	1.	Age	23-65 years	Attach a copy of your National Identification card		2.	Literacy Level	Minimum Primary to College level	Attach copy of certificate		3.	Mobility	Ability to move around independently	Attach Doctor's report		4.	Current Engagement	Ability to meet basic needs and not relying on this service	Provide evidence of occupation in relevant town.		5	Proximity to site of the project	Located within the site	Provide letter from the chief		6.	Ownership of Post office box	Located within the site	Attach copy of box renter's card		7	Registered under PWD's group	Certificate	Copy of valid AGPO Certificates	
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7	Registered under PWD's group	Certificate	Copy of valid AGPO Certificates																																						

Stage 2: Financial Evaluation stage

Financial stage will be based on the lowest Evaluated cost, bidders are notified that the contract will be payable on quarterly basis and should not exceed the capped rate pegged at a quarterly cost of Kenya Shillings Twenty Thousand Kshs. 20,000.00 per panelist.

The financial proposal will be as detailed below:

NO	ITEM DESCRIPTION	UNIT	INDICATE POST OFFICE SITE QUOTED FOR	INDICATE RATE-PER QUARTER IN KSHS. <i>(To be carried to form of tender)</i>
A	Provision of RFID Panelist services	Job		

Note: All costs should be inclusive of taxes and the delivery period.

2.24	Post – qualification Not Required
2.27	Performance Security - Not required
Other's as necessary	Complete as necessary

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Authority the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Authority as compensation for any loss resulting from the Tenderer’s failure to complete its

obligations under the Contract.

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

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

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

3.7 Inspections and Tests

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

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

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

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

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the Authority's request for tender validity extension

as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The Authority by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Authority convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the Authority may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Performance Security - Not required
3.8	Payments shall be made on quarterly and in arrears
3.9	Price adjustments NOT allowed
23.14	Laws of Kenya applicable
3.17	Laws of Kenya
3.18	Indicate addresses of both parties

SECTION V – SCHEDULE OF REQUIREMENTS

(1.0) EXPECTED ASSIGNMENTS

The propose sites where the Panelist are expected to perform their duties are as follows

No.	Sites	Number of Panelists
1.	Embu	1
2.	Kitui	1
3.	Lamu	1
4	Kisii	1
5.	Kericho	1
6.	Nairobi GPO (CBD)	1
7.	Moyale	1
8.	Kakamega	1
9.	Eldoret	1
10.	Nyeri	1
11.	Mombasa	1
12.	Nakuru	1
13.	Lodwar	1
14.	JKIA Eastlands Area (Nairobi)	1
15.	City Square (Nairobi)	1
16.	Westlands (Nairobi)	1

(2.0) SCOPE OF THE WORK

The system panelist will be required to perform the following tasks.

- Posting and receiving test mail through the post office network four times a week

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender Security Declaration form
6. Tender Questionnaire

1.FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of Authority]

Gentlemen and/or Ladies:

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

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

2.PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____ . Page ____ of _____ .

Financial stage will be based on the lowest Evaluated cost, bidders are notified that the contract will be payable on quarterly basis for a period of three (3) and should not exceed the capped rate pegged at a quarterly cost of Kenya Shillings Twenty Thousand Kshs. 20,000.00 per panelist.

The financial proposal will be as detailed below:

NO	ITEM DESCRIPTION	UNIT	INDICATE POST OFFICE SITE QUOTED FOR	INDICATE RATE-PER QUARTER IN KSHS <i>(to be carried to form of tender)</i>
A	Provision of RFID Panelist services	JOB		

Note: The payment will be paid per quarter.

Signature of tenderer _____

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

3.CONTRACT FORM

THIS AGREEMENT made the ___day of _____20___between.....[name of procurement entity] of[country of Procurement entity](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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

in the presence of _____.

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

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. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

5. TENDER SECURITY DECLARATION FORM

The Bidders should complete in this Form in accordance with the instructions indicated

Date:of bid Submission] Tender No. **CA/PROC/OT/17/2019-2020.**

To: Communications Authority of Kenya.

We, the undersigned, declare that:

- 1. We understand that, according to your conditions, bids must be supported
By a Bid-Securing Declaration.
- 2 .We accept that we will automatically be suspended from being eligible for
Bidding in any contract with CA for the period of time of three (3) year, starting
on(insert date), if we are in breach of Our obligation(s) under the bid conditions, because we
—

- (a) Have withdrawn our Bid during the period of bid validity specified
By us in the Bidding Data Sheet; or
- (b) Having been notified of the acceptance of our Bid by the Purchaser
During the period of bid validity,

(i) fail or refuse to execute the Contract, if required,

- 3 .We understand that this Bid Securing Declaration shall expire if we are
Not the successful Bidder, upon the earlier of:
 - (i) Our receipt of a copy of your notification of the name of the
Successful Bidder; or
 - (Ii) Thirty days after the expiration of our Tender.

Signed:..... In the
Capacity of
[Insert legal capacity of person signing the Bid Securing Declaration]

Name:
Duly authorized to sign the bid for and on behalf of:.....
[Insert complete name of Bidder]

Dated on day of, [Insert date of signing

6. TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);
.....
3. Telephone number (s) of tenderer;
.....
4. Telex of tenderer;
.....
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;
.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);
.....
.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

7. LETTER OF NOTIFICATION OF AWARD

Address of Authority

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Authority*)

Request for review of the decision of the..... (*Name of the Authority*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- 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