



**COMMUNICATIONS
AUTHORITY OF KENYA**

**NATIONAL TENDER FOR SUPPLY, DELIVERY,
INSTALLATION AND MAINTENANCE OF BULK MOBILE
MESSAGING SYSTEM**

TENDER NO: CA/PROC/OT/23/2019-2020

SUBMISSION DEADLINE

5TH FEBRUARY 2020 AT 10.30 A.M

**Director-General
Communications Authority of Kenya
Waiyaki Way
P.O. Box 14448
Westlands, 00800
Nairobi, Kenya
Tel: 4242000**

TABLE OF CONTENTS

		PAGE
	INTRODUCTION	2
SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS.....	5
	Appendix to Instructions to Tenderers	17
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	24
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	30
SECTION V	TECHNICAL SPECIFICATIONS.....	31
SECTION VI	SCHEDULE OF REQUIREMENTS.....	33
SECTION VII	PRICE SCHEDULE FOR GOODS.....	34
SECTION VIII	STANDARD FORMS.....	35
8.1	FORM OF TENDER.....	36
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	37
8.3	TENDER SECURITY FORM.....	38
8.4	CONTRACT FORM.....	39
8.5	PERFORMANCE SECURITY FORM.....	40
8.6	BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....	41
8.7	MANUFACTURER'S AUTHORIZATION FORM.....	44

SECTION I – INVITATION TO TENDER (ITT)

TENDER REF NO **CA/PROC/OT/23/2019- 2020**

- 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 and eligible firms to participate in the tender for supply, delivery and maintenance of the bulk mobile messaging system
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Office, 2nd Floor Wing A, upon payment of non- refundable fee of **Kenya Shillings One Thousand (Kshs 1,000)** only either in cash or bankers Cheque payable to the **Communications Authority of Kenya**
- 1.4 The Tender document can also be accessed and downloaded from the Public Procurement Information Portal (PIIP) supplier portal (<https://www.tenders.go.ke/website/tenders/Index> and the Authority’s website: www.ca.go.ke free of charge. The firms 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 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.
- 1.6 Prices quoted should be net inclusive of all taxes and associated costs, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.
- 1.7 Duly completed tender documents, in a plain sealed envelope marked: **CA/PROC/OT/23/2019-2020 –“ TENDER FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF THE BULK MOBILE MESSAGING SYSTEM”** Should be deposited in our Tender Box located on the Ground floor of our Headquarter building, along Waiyaki Way on or before **5th February, 2020 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

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

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers.....	6
2.2 Eligible goods.....	6
2.3 Cost of tendering.....	6
2.4 Contents of Tender document.....	7
2.5 Clarification of documents.....	7
2.6 Amendment of documents.....	7
2.7 Language of tender.....	8
2.8 Documents comprising the tender.....	8
2.9 Tender forms.....	8
2.10 Tender prices.....	8
2.11 Tender currencies.....	9
2.12 Tenderers eligibility and qualifications.....	9
2.13 Goods' eligibility and conformity to tender documents.....	9
2.14 Tender security.....	10
2.15 Validity of tenders.....	11
2.16 Format and signing of tenders.....	11
2.17 Sealing and marking of tenders.....	11
2.18 Deadline for submission of tender	12
2.19 Modification and withdrawal of tenders.....	12
2.20 Opening of tenders.....	13
2.21 Clarification of tenders.....	13
2.22 Preliminary examination.....	13
2.23 Conversion to single currency.....	14
2.24 Evaluation and comparison of tenders.....	14
2.25 Contacting the Authority	14
2.26 Award of contract.....	14
(a) Post qualification.....	14
(b) Award criteria.....	15
(c) Authority's right to vary quantities.....	15
(d) Authority's right to accept or reject any or all tenders	15
2.27 Notification of award.....	15
2.28 Signing of contract.....	15
2.29 Performance security.....	16
2.30 Corrupt or fraudulent practices.....	16

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 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.
- 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document shall be **Kshs.1,000/=**
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.6 of these Instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form
 - (xiii) Confidential Business Questionnaire
- 2.4.2 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.

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Authority in writing or by post at the address indicated in the Invitation to Tender. The Authority will respond in writing to any request for clarification of the tender documents that it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Authority. Written copies of the Authority's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who will have received the tender document.
- 2.5.2 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.

2.6 Amendment of Documents

- 2.6.1 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 amendment.
- 2.6.2 All prospective candidates who will have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Authority, shall be written in English language, provided that 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.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) Documentary evidence established in accordance with paragraph 2.1 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 paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the Authority.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 150 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Authority's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Authority's satisfaction;

- (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 or producer to supply the goods.
- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (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 Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristic of the goods;
- (b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and

- continuing functioning of the goods for a period of ten (10) years, following commencement of the use of the goods by the Authority ; and
- (c) A clause-by-clause commentary on the Authority's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(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 Procurement entity 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 Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of **Kshs. 100,000.00** in form of a bank guarantee or Insurance Company approved by the Public Procurement Regulatory Authority (PPRA)

2.14.3 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 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Authority and valid for **thirty (30) days** beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Authority as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender 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.

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

2.14.8 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 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 150 days or as specified in the Invitation to Tender after the 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 non responsive.
- 2.15.2 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 2.14 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.

2.16 Format and Signing of Tender

- 2.16.1 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.
- 2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 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.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
 - (a) be addressed to the Authority at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, ***“DO NOT OPEN BEFORE,” (Wednesday, 5th February 2020 at 10:30am.)***

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Authority will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be received by the Authority at the address specified under paragraph 2.17.2 no later than ***(Wednesday, 5th February 2020 at 10:30am.)***

2.18.1 The Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Authority and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7

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

2.19.6 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.

2.20 Opening of Tenders

The Authority will open all tenders in the presence of tenderers' representatives who choose to attend on (*Wednesday, 5th February 2020 at 10:30am.*) and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.1 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.
- 2.20.2 The Authority will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Authority during the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.22.2 The Authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.3 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.4 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 non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Authority will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Authority will evaluate and compare the tenders which will have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 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 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 10%

2.26 Contacting the Authority

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Authority on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 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 Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer,

pursuant to paragraph 2.12.3 as well as such other information as the Authority deems necessary and appropriate.

2.27.3 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**

2.27.4 The Authority will award the contract to the successful tenderer(s) 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.

(c) **Authority's Right to Vary quantities**

2.27.5 The Authority reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Authority's Right to Accept or Reject Any or All Tenders**

2.27.6 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

2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Authority notifies the successful tenderer that its tender has been accepted, the Authority will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

- 2.29.2 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.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Authority.

2.30 Performance Security

- 2.30.1 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.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Authority, and includes collusive practice among tenderer (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;
- 2.31.2 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.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTION S TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS															
2.1.1	The national tender is open to all firms that Kenyans own one hundred percent shares															
2.14.1	Tender security of Kshs. 100,000.00 valid 30 days beyond the tender validity period.															
2.15.1	Tenders shall remain valid for 150 days.															
2.18.1	Tender closes on Wednesday, 5 th February 2020 at 10:30am															
2.20.2	Bidders should AVOID ARITHMETIC ERRORS In reference to section 82 of the PPAD Act 2015 which states that:-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. Bids with arithmetic errors shall be disqualified at the financial evaluation stage.															
2.24	<p><i>EVALUATION CRITERIA</i></p> <p>Evaluation will be undertaken through a four-stage process as detailed below: -</p> <ul style="list-style-type: none"> I. Mandatory Evaluation- Pass/Fail basis II. Technical Mandatory Compliance Evaluation -Pass/Fail basis III. Technical Capacity evaluation – Pass/Fail IV. Financial Evaluation - Lowest Evaluated bidder. <p>STAGE 1: MANDATORY REQUIREMENTS</p> <table border="1" data-bbox="457 1453 1458 1940"> <thead> <tr> <th data-bbox="464 1461 529 1507">No</th> <th data-bbox="535 1461 1295 1507">Description of requirement</th> <th data-bbox="1302 1461 1451 1507">Pass/Fail</th> </tr> </thead> <tbody> <tr> <td data-bbox="464 1516 529 1583">1.</td> <td data-bbox="535 1516 1295 1583">Certificate of Incorporation/Registration</td> <td data-bbox="1302 1516 1451 1583"></td> </tr> <tr> <td data-bbox="464 1591 529 1659">2.</td> <td data-bbox="535 1591 1295 1659">Attach a Valid Tax Compliance Certificate.</td> <td data-bbox="1302 1591 1451 1659"></td> </tr> <tr> <td data-bbox="464 1667 529 1801">3.</td> <td data-bbox="535 1667 1295 1801">Tender security of KES. 100,000.00 must be in form of Bank Guarantee from a reputable bank or an Insurance Bond from Insurance Company and approved by Public Procurement Regulatory Authority (PPRA).</td> <td data-bbox="1302 1667 1451 1801"></td> </tr> <tr> <td data-bbox="464 1810 529 1940">4.</td> <td data-bbox="535 1810 1295 1940">The tender is exclusively reserved to firms that Kenyans own one hundred percent (100%) shares. The bidder must submit a CR12 Form obtained from Attorney General’s office showing the shareholders of the firm</td> <td data-bbox="1302 1810 1451 1940"></td> </tr> </tbody> </table>	No	Description of requirement	Pass/Fail	1.	Certificate of Incorporation/Registration		2.	Attach a Valid Tax Compliance Certificate.		3.	Tender security of KES. 100,000.00 must be in form of Bank Guarantee from a reputable bank or an Insurance Bond from Insurance Company and approved by Public Procurement Regulatory Authority (PPRA).		4.	The tender is exclusively reserved to firms that Kenyans own one hundred percent (100%) shares. The bidder must submit a CR12 Form obtained from Attorney General’s office showing the shareholders of the firm	
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5.	Audited accounts for the last 3 years 2016, 2017 and 2018.	
6.	Duly filled, signed and stamped Confidential Business Questionnaire in the format provided.	
7.	Duly filled, signed and stamped Form of Tender	
8.	Submit a valid License from Communication Authority of Kenya (CA) as a Content Service Provider (CSP).	
9.	Dully filled and signed Anti-corruption form	
REMARKS		

STAGE 2: TECHNICAL COMPLIANCE EVALUATION STAGE - COMPLIANCE (C) /NON COMPLIANCE (NC)

<i>Description</i>		If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference	
1.	Bulk SMS	<ul style="list-style-type: none"> • <i>Multiple data source support:</i> Ability to upload mobile numbers via MS Excel, CSV or XML file formats. 	
		<ul style="list-style-type: none"> • <i>SMS Branding:</i> Ability to send branded SMS messages 	
		<ul style="list-style-type: none"> • <i>SMS text limit:</i> Ability to send long SMS messages up to 480 characters 	
		<ul style="list-style-type: none"> • <i>Message Scheduling:</i> Ability to compose messages and send them at a scheduled date and time 	
		<ul style="list-style-type: none"> • <i>SMS Merge:</i> Ability to automatically personalize SMSs with the name of the recipient. For 	

			example, Dear Client, Hello Africa or Hi Mary Jane	
			<ul style="list-style-type: none"> • <i>Detailed and flexible reporting and analytics:</i> Detailed reports on the delivery status of all messages sent, usage by spread sheets or a range of chart 	
	2.	Short Codes	<ul style="list-style-type: none"> • The short code should be dedicated to CA 	
			<ul style="list-style-type: none"> • Custom campaigns: Ability to easily customize text messages to the needs of the SMS recipients 	
			<ul style="list-style-type: none"> • Should have the capability to handle all inbound requests and responses back to the respondent. 	
			<ul style="list-style-type: none"> • Should support SMS Voting by managing all inbound messages complete with log monitoring. 	
			<ul style="list-style-type: none"> • Should have the ability to generate reports from the SMS platform for all messages mapped per user. 	
			<ul style="list-style-type: none"> • Ability for searching and filtering messages by mobile numbers 	
			<ul style="list-style-type: none"> • Must be able to support the national languages i.e. English and Kiswahili 	
			<ul style="list-style-type: none"> • Ability for recipients to subscribe/unsubscribe at any time with ease 	
			<ul style="list-style-type: none"> • Availability on all major telecommunications providers' platforms in Kenya. 	

		<ul style="list-style-type: none"> Ability to forward Incoming SMS to an inbox for viewing 	
3.	Creation of groups/distribution lists for contact segmentation	Capability to create groups/distribution lists for contact segmentation	
4.	Support of all mobile phones	Capability to support all mobile devices and their operating systems	
5.	Ability to seamlessly integrate with major ERP systems and existing in the Authority	Capability to Seamlessly integrate with other Systems such as ERP Systems	
6.	Secure web interface for usage and administration of the SMS application	Capable of supporting secure web interface for usage and administration of the SMS application	
7.	User/role Management and Administration	<ul style="list-style-type: none"> Support Multiple Account Users: Add account users or agents to help you administer your account. 	
		<ul style="list-style-type: none"> Add or delete users. 	
		<ul style="list-style-type: none"> Disable and re-enable user accounts any time. 	
8.	Ability to integrate with all major mobile money platforms	Capability to integrate with all major mobile money platforms	
9.	Licensed with Communication	Provide prove that your company is Licensed with Communication Authority of Kenya (CA) as a Content	

	Authority of Kenya (CA) as a Content Service Provider (CSP) and holds a valid Certificate of Compliance.	Service Provider (CSP) and holds a valid Certificate of Compliance.	
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STAGE 2.1 TECHNICAL COMPLIANCE EVALUATION STAGE FOR HARDWARE

No	Item	Technical Specifications	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Type	Computer Workstation	
2.	Central Processing Unit	Minimum 4 th Generation Intel(R) Core(TM) i5 1.9 GHz quad-core processor inbuilt (4 core processors)	
3.	Random Access Memory (RAM)	Minimum 8GB DDR3 on-board memory	
4.	Hard Drive capacity	Minimum 1TB	
5.	DVD Drive	Provide a DVD+/-RW drive	
6.	Screen Size	Minimum 17"	
7.	Multimedia	Microphone jack	
		Headphone jack	
		Sound card	
8.	Local Area Network Connectivity	RJ-45 Ethernet port that supports 10/100/1000BASE-T networks	
9.	Operating System	Provide pre-installed Windows 10 with license and license keys	
10.	Keyboard	USB Standard keyboard with enhanced Quiet Keys	

11.	Mouse	USB Optical mouse	
12.	VGA output	VGA Adapter	
13.	Service and support	<ul style="list-style-type: none"> • Provide a manufacturer's authorization letter • Proof of at least one (1) year warranty period. 	

STAGE 3: TECHNICAL CAPACITY EVALUATION OF THE MOBILE MESSAGING SYSTEM

	Criteria Description	Pass/Fail
1	<p><i>A Experience of the Firm</i> Bidders should provide proof of at least two (2) organizations where they have supplied and installed a Mobile Messaging System Bidders must further submit purchase order copies and recommendation letters from at least two (2) of the clients mentined above Provide at least two reference sites where successful implementation of the application has been done and integrations with an Enterprise Resource Planning (ERP) system achieved</p>	
2	<p>Methodology a) Detailed description of methodology and work plan including plan for supply, delivery and duration of the proposed project deliverables b) Adequacy of the proposed methodology and work plan (20 marks)</p>	
3	<p><i>Financial Capacity</i> Bidders are required to have an average annual turnover of Kshs 2 million and above as per annual audited accounts for the last 3 years</p>	

STAGE 4: FINANCIAL EVALUATION

The bids that qualify at the technical compliance evaluation stage will be subjected to financial evaluation where the lowest cost evaluated bidder will be considered for award of the tender.

Notes under financial submission

- i. **Bidders should AVOID ARITHMETIC ERRORS** In reference to section 82 of the PPAD Act 2015 which states that:-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. Bids with arithmetic errors shall be disqualified at the financial evaluation stage.
- ii. All costs should be inclusive of applicable taxes.

Bidders must break down the financial bid for each of the items as detailed below:

Table 7: Financial analysis

No.	Items	Unit cost (Kshs.)	Total cost (Kshs.)
1.	Tender for supply and installation of mobile messaging system		
2.	Cost of training of at least ten (10) technical administrators in the management of mobile messaging		
3.	Cost of post implementation maintenance & support for the supply system (Annual) for five (5) years		
4.	Cost of computer work station to be used for the SMS application		
5.	Hourly support cost of the mobile messaging system after the expiry of the warranty period		
Grand total cost inclusive of 16% VAT carried to the form of tender			

2.29.1 *As in 2.18.1 above*

- 2.29.1
- *Performance security of 5% for one time supply and installation*
 - *Performance security of 5% for five year annual maintenance after supply and installation*

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	25
3.2 Application.....	25
3.3 Country of Origin.....	25
3.4 Standards.....	25
3.5 Use of Contract documents and information.....	25
3.6 Patent Rights.....	26
3.7 Performance security.....	26
3.8 Inspection and Tests.....	26
3.9 Packing.....	27
3.10 Delivery and documents.....	27
3.11 Insurance	27
3.12 Payment.....	27
3.13 Price.....	27
3.14 Assignments.....	28
3.15 Sub contracts.....	28
3.16 Termination for default.....	28
3.17 Liquidated damages.....	28
3.18 Resolution of Disputes.....	29
3.19 Language and law.....	29
3.20 Force Majeure.....	29

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Authority under the Contract.
- (d) “The Authority ” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer’ means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Authority for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Authority’s prior written consent, disclose the Contract, or any provision therefore, 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 tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without the Authority's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Authority and shall be returned (all copies) to the Authority on completion of the Tenderer's performance under the Contract if so required by the Authority

3.6 **Patent Rights**

- 3.6.1 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 Goods or any part thereof in the Authority's country

3.7 **Performance Security**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Authority the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 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.
- 3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Authority, in the form provided in the tender documents.
- 3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

- 3.8.1 The Authority or its representative shall have the right to inspect and/or to test the goods 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Authority may reject the equipment, and the tenderer shall either replace the

rejected equipment or make alterations necessary to make specification requirements free of costs to the Authority.

3.8.4 The Authority's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Authority or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer 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.

3.9.2 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

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Authority in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Authority as specified in the contract

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14. Assignment

3.14.1 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

3.15 Subcontracts

3.15.1 The tenderer 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 tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 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 deliver any or all of the goods 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Authority for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 The Authority and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

REFERENCE GCC	OF	SPECIAL CONDITIONS OF CONTRACT
3.7.1		<i>Performance security of 5% for one time supply and installation</i> <i>Performance security of 5% for five year annual maintenance after supply and installation</i>
3.12.1		<i>Terms of payment- shall be within 30 days from date of inspection and acceptance upon receipt of an official invoice and there will be no advance payment.</i>
3.18.1		<i>Resolutions of disputes shall be through arbitration. Appoint of arbitrator to be conducted as per the arbitration act.</i>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Authority reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 PARTICULARS

5.2.1 TECHNICAL REQUIREMENTS

Bulk SMS is the dissemination of large numbers of SMS messages for delivery to mobile phone terminals. It is used for sending alerts, reminders, *news updates*, as well as information and communication between both staff and customers among others.

Bulk messaging enables delivery of **SMS messages** to mobile handsets almost anywhere in the world. The power of this service is based on the fact that it enables fast and easy two-way **SMS communication** that can reach beyond borders.

<i>Description</i>		
1.	Bulk SMS	<ul style="list-style-type: none"> • <i>Multiple data source support</i>: Ability to upload mobile numbers via MS Excel, CSV or XML file formats.
		<ul style="list-style-type: none"> • <i>SMS Branding</i>: Ability to send branded SMS messages
		<ul style="list-style-type: none"> • <i>SMS text limit</i>: Ability to send long SMS messages up to 480 characters
		<ul style="list-style-type: none"> • <i>Message Scheduling</i>: Ability to compose messages and send them at a scheduled date and time
		<ul style="list-style-type: none"> • <i>SMS Merge</i>: Ability to automatically personalize SMSs with the name of the recipient. For example, Dear Client, Hello Africa or Hi Mary Jane
		<ul style="list-style-type: none"> • <i>Detailed and flexible reporting and analytics</i>: Detailed reports on the delivery status of all messages sent, usage by spread sheets or a range of chart
2.	Short Codes	<ul style="list-style-type: none"> • The short code should be dedicated to CA
		<ul style="list-style-type: none"> • Custom campaigns: Ability to easily customize text messages to the needs of the SMS recipients
		<ul style="list-style-type: none"> • Should have the capability to handle all inbound requests and responses back to the respondent.
		<ul style="list-style-type: none"> • Should support SMS Voting by managing all inbound messages complete with log monitoring.
		<ul style="list-style-type: none"> • Should have the ability to generate reports from the SMS platform for all messages mapped per user.
		<ul style="list-style-type: none"> • Ability for searching and filtering messages by mobile numbers

		<ul style="list-style-type: none"> • Must be able to support the national languages i.e. English and Kiswahili
		<ul style="list-style-type: none"> • Ability for recipients to subscribe/unsubscribe at any time with ease
		<ul style="list-style-type: none"> • Availability on all major telecommunications providers' platforms in Kenya.
		<ul style="list-style-type: none"> • Ability to forward Incoming SMS to an inbox for viewing
3.	Creation of groups/distribution lists for contact segmentation	Capability to create groups/distribution lists for contact segmentation
4.	Support of all mobile phones	Capability to support all mobile devices and their operating systems
5.	Ability to seamlessly integrate with major ERP systems and existing in the Authority	Capability to Seamlessly integrate with other Systems such as ERP Systems
6.	Secure web interface for usage and administration of the SMS application	Capable of supporting secure web interface for usage and administration of the SMS application
7.	User/role Management and Administration	<ul style="list-style-type: none"> • Support Multiple Account Users: Add account users or agents to help you administer your account.
		<ul style="list-style-type: none"> • Add or delete users.
		<ul style="list-style-type: none"> • Disable and re-enable user accounts any time.
8.	Ability to integrate with all major mobile money platforms	Capability to integrate with all major mobile money platforms
9.	Licensed with Communication Authority of Kenya (CA) as a Content Service Provider (CSP) and holds a valid Certificate of Compliance.	Provide prove that your company is Licensed with Communication Authority of Kenya (CA) as a Content Service Provider (CSP) and holds a valid Certificate of Compliance.

TECHNICAL SPECIFICATIONS FOR HARDWARE

No	Item	Technical Specifications
1.	Type	Computer Workstation
2.	Central Processing Unit	Minimum 4 th Generation Intel(R) Core(TM) i5 1.9 GHz quad-core processor inbuilt (4 core processors)
3.	Random Access Memory (RAM)	Minimum 8GB DDR3 on-board memory
4.	Hard Drive capacity	Minimum 1TB
5.	DVD Drive	Provide a DVD+/-RW drive
6.	Screen Size	Minimum ' '17
7.	Multimedia	Microphone jack Headphone jack Sound card
8.	Local Area Network Connectivity	RJ-45 Ethernet port that supports 10/100/1000BASE-T networks
9.	Operating System	Provide pre-installed Windows 10 with license and license keys
10.	Keyboard	USB Standard keyboard with enhanced Quiet Keys
11.	Mouse	USB Optical mouse
12.	VGA output	VGA Adapter
13.	Service and support	<ul style="list-style-type: none"> • Provide a manufacturer's authorization letter • Proof of at least one (1) year warranty period.

SECTION VI- SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery schedule (shipment)
			In Weeks/months from _____ ¹

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price (columns. 4x5)	Unit price of other incidental services payable

Signature of tenderer _____

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

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Authority .
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the Authority , this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver and maintain the (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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.			
Date	Signature of Candidate			

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

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called "the tenderer") has submitted its tender dated
[*date of submission of tender*] for the supply, delivery and maintenance of
.....[*name and/or description of the equipment*] (hereinafter
called "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 Authority*] (hereinafter called "the
Authority ") in the sum of for which payment well and
truly to be made to the said 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 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 bank*] _____
(Amend accordingly if provided by Insurance Company)

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Authority’s Notification of Award

3. 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

4. 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 _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of Authority]

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply [description of goods] (hereinafter called "the Contract").

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

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

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

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Authority]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Authority a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Authority]*

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.

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

Authorized Signature..... Name
and Title of Signatory.....

8.9 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

9.0 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.....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