



**OPEN NATIONAL TENDER**

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF INTERNET  
CONNECTIVITY TO SELECTED SCHOOLS.**

**TENDER NO.CA/PROC/OT/33/2019-2020**

**SUBMISSION DEADLINE:**

**WEDNESDAY 4<sup>TH</sup> MARCH 2020 AT 10:30 AM**

Director General

Communications Authority of Kenya

P.O Box 14448

Westlands 00800

**Nairobi Kenya**

**Tel: +254 703 042000**

**Email: [tenders@ca.go.ke](mailto:tenders@ca.go.ke)**

**Website: [www.ca.go.ke](http://www.ca.go.ke)**

## SECTION I – INVITATION TO TENDER

**TENDER NO. : CA/PROC/OT/33/2019-2020**

**TENDER NAME: SUPPLY, DELIVERY, INSTALLATION AND  
COMMISSIONING OF INTERNET CONNECTIVITY TO  
SELECTED SCHOOLS**

- 1.1 The Communications Authority of Kenya (CA) is the regulatory authority for the ICT industry in Kenya with responsibilities in telecommunications, cyber security, e-commerce, broadcasting and postal/courier services. CA is also responsible for managing the country's numbering and frequency spectrum resources, administering the Universal Service Fund (USF) as well as safeguarding the interests of users of ICT services.
- 1.2 The Communications Authority of Kenya (CA) invites sealed tenders from eligible candidates for supply, delivery, installation and commissioning of Internet connectivity to selected schools.
- 1.3 The tender is exclusively reserved to firms that Kenyan own 100% shares. Interested eligible candidates may obtain further information from and inspect the tender documents at the CA Centre on Waiyaki Way, Procurement Division, 2<sup>nd</sup> floor – Wing A, between 9am to 4pm, Monday to Friday excluding Public Holidays.
- 1.4 The tender document can be accessed and downloaded from the Authority's website <https://ca.go.ke/about-us/do-business-with-us/open-tenders/> or Public Procurement Information Portal (PIIP) supplier portal (<http://www.tenders.go.ke/website/tenders/index>) *free of charge*.
- 1.5 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](mailto:tenders@ca.go.ke) before the closing date for records and for the purposes of receiving

clarifications and/or addendum, if any. Additional information relating to this tender, if any, will be availed through the Authority's website and PPIP from time to time.

- 1.6 A complete tender document may also be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000**. The payment can be remitted through Pay-Bill No.522522 and a receipt obtained from our Accounts office, located at the Ground Floor, CA Centre.
- 1.7 Prices quoted should be inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.
- 1.8 The tender **MUST** be accompanied by an original tender security of Kshs. 100,000 in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA).
- 1.9 Completed tender documents, in a plain sealed envelope clearly marked; **CA/PROC/OT/33/2019-2020- "SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF INTERNET CONNECTIVITY TO SELETCED SCHOOLS"** should be deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way on or before **Wednesday, 4<sup>th</sup> March 2020 at 10.30 a.m.**
- 1.10 Bidders are required to serialize all bid documents as per requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 clause 74(1)(i).
- 1.11 Tenders will be opened immediately thereafter on the Ground Floor, Meeting Room 2, in the presence of the tenderers representatives who choose to attend.
- 1.12 Bidders must undertake sites visit of the proposed listed sites as detailed below before bidding to understand the scope of works.

| <b>No</b> | <b>Name of School</b>          | <b>County</b> | <b>Constituency</b> | <b>Location</b>             | <b>Sub-Location</b> |
|-----------|--------------------------------|---------------|---------------------|-----------------------------|---------------------|
| 1.        | Abc Kiatieni Secondary School  | Makueni       | Mbooni West         | Tulimani                    | Liani               |
| 2.        | Kathaka Secondary School       | Kirinyaga     | Ndia                | Kagio Town                  | KirinyagaWest       |
| 3.        | Nyabagi Primary School         | Kericho       | Belgut              | Kabianga                    | Kabianga Town       |
| 4.        | Kamelilo Day Secondary School  | Baringo       | Eldama Ravine       | Nakuru - Eldama Ravine Road | Eldama Ravine       |
| 5.        | Mukurwe Mixed Secondary School | Kiambu        | Gatundu North       | Mangu                       | Gatukuyu            |
| 6.        | Mugiko Secondary School        | Kiambu        | Lari                | Lari                        | Matathia            |
| 7.        | Chebara Secondary School       | Marakwet      | Marakwet West       | Chebiemit                   | Chebiemit Town      |
| 8.        | Nyaroha Girls Secondary School | Migori        | Kuria West          | Kibaroti                    | Kehancha            |

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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 the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity'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 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of tender documents**

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- 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 Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will

respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

## **2.5 Amendment of documents**

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

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

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

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English

translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

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

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

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

(d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

2.9.3 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 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity 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 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 it's 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 Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price. The tender security is required to protect the Procuring entity 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 Procuring entity 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 procuring entity.

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 procuring entity 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 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A

tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

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

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

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

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

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

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

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE(day, date and time of closing),”

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 Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)

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

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

## **2.17 Modification and withdrawal of tenders**

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender

Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...(*time, day, and date of closing*) 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

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

## **2.19 Clarification of tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity 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 Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity'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 Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

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

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

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

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

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

2.22.3 The 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 2.2.3 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 procuring entity**

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

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



## **2.24 Award of Contract**

### **a) Post qualification**

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

- 2.24.3.2 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 procuring entity 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 Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

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 Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

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

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

## APPENDIX TO INSTRUCTIONS TO THE 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.

| <b>Instructions to tenderers</b> | <b>Particulars of appendix to instructions to tenderers</b>  |
|----------------------------------|--|
| 2.1.1                            | The tender is exclusively reserved to firms that Kenyan own 100% shares.   |
| 2.1.2                            | The Authority's employees, committee members, board members and their relative (spouse and children) are not eligible  |
| 2.1.3                            | Not Applicable   |
| 2.2.2                            | The price to be charged for the tender document shall be Kshs.1,000/=  |
| 2.3.1                            | <p>Additional applicable forms:</p> <ul style="list-style-type: none"> <li>xiv) Power of Attorney</li> <li>xv) Letter of Notification of Award</li> <li>xvi) Anti-corruption Declaration Form</li> <li>xvii) Letter of Acceptance</li> </ul> <p>Not Applicable forms:</p> <ul style="list-style-type: none"> <li>xiii) Declaration form</li> </ul> |
| 2.5.2                            | All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.  |
| 2.9.5                            | <p>a) No contract variation within one year from the contract signature date.</p> <p>b) Price variation will be based on the prevailing consumer price index as provided by Kenya National Bureau of Statistics and inflation rate as</p>  |

|            |  |
|------------|--|
|            | <p>provided by the Central Bank of Kenya.</p> <p>c) Quantity variation shall not exceed 15% of the original contract quantity.</p> <p>d) Cumulative value of all contract variation should not exceed 25% of the original contract sum.</p> <p>e) Any contract price and quantity variation should be executed within the contract period.</p> |
| 2.12.2     | The tender MUST be accompanied by an original tender security of   |
| 2.12.3     | <p><b>Kshs.100,000</b> in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA).</p> <p>The tender security should be valid for a period of 180 days from the date of the tender opening.</p>  |
| 2.12.7 (c) | Not applicable   |
| 2.13.1     | Tender shall be valid for a period of 150 days from the date of tender opening   |
| 2.15.2     | <p>Tenders must be received by the Authority at the address <b>shown below;</b></p> <p><b>Director General</b></p> <p><b>Communications Authority of Kenya</b></p> <p><b>P.O. Box 14448</b></p> <p><b>Westlands 00800</b></p> <p><b>NAIROBI</b></p>  |
| 2.16.1     | <p>Tenders must be received by the Authority not later than <b>Wednesday, 4<sup>th</sup> March 2020 at 10.30am</b></p>   |
| 2.16.3     | Bulky tenders shall be registered at the Authority's Procurement Division on 2 <sup>nd</sup> Floor – Wing 'A' and an acknowledgement slip issued.  |
| 2.17.6     | The Authority shall notify all persons who submitted tenders, of the   |

|                               | termination within 14 days of the termination, providing reasons for termination.   |                               |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |
|-------------------------------|---|-------------------------------|--|--|-----------|-----------------------------------|-------------------|---|--|--|---|--|--|---|----------------------|--|---|--|--|---|---|--|---|---|--|---|---|--|
| 2.18.1                        | The Authority shall open all tenders in the presence of tenderers' representatives who choose to attend, at <b>10.30am on Wednesday 4<sup>th</sup> March 2020</b> at Meeting Room 2, Ground Floor – CA Centre. The tenderers' representatives who are present shall sign an attendance register.  |                               |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |
| 2.20.1                        | <p>The tenders submitted by the closing date shall be subjected to three (3) stages of the evaluation process, namely:</p> <ul style="list-style-type: none"> <li>i. Mandatory Evaluation Stage- Pass/ Fail Basis</li> <li>ii. Technical Compliance Evaluation- Pass/Fail Basis</li> <li>iii. Financial Evaluation- lowest evaluated bidder</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;"><b>MANDATORY REQUIREMENTS</b></th> </tr> <tr> <th style="text-align: center;"><b>No</b></th> <th style="text-align: center;"><b>Description of requirement</b></th> <th style="text-align: center;"><b>Pass /Fail</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Attach copy of Certificate of registration/Incorporation</td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Attach a copy of Valid ax Compliance Certificate</td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td>Copy of current CR12</td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td><b>Must</b> have a valid CA ISP Compliance certificate – Attach a copy</td> <td></td> </tr> <tr> <td style="text-align: center;">5</td> <td>The tender is exclusively reserved to firms that are 100% shares Kenyan owned. Bidders must submit a complete and current CR12 form obtained from the Attorney General's office showing the shareholders of the firm.</td> <td></td> </tr> <tr> <td style="text-align: center;">6</td> <td>Bid Security of Kshs.100,000 in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA) valid for 180 days from the date of tender opening.</td> <td></td> </tr> <tr> <td style="text-align: center;">7</td> <td>Audited accounts for the last three years (2016, 2017 and 2018) duly certified and signed by Certified Accountants.</td> <td></td> </tr> </tbody> </table> | <b>MANDATORY REQUIREMENTS</b> |  |  | <b>No</b> | <b>Description of requirement</b> | <b>Pass /Fail</b> | 1 | Attach copy of Certificate of registration/Incorporation |  | 2 | Attach a copy of Valid ax Compliance Certificate |  | 3 | Copy of current CR12 |  | 4 | <b>Must</b> have a valid CA ISP Compliance certificate – Attach a copy |  | 5 | The tender is exclusively reserved to firms that are 100% shares Kenyan owned. Bidders must submit a complete and current CR12 form obtained from the Attorney General's office showing the shareholders of the firm. |  | 6 | Bid Security of Kshs.100,000 in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA) valid for 180 days from the date of tender opening. |  | 7 | Audited accounts for the last three years (2016, 2017 and 2018) duly certified and signed by Certified Accountants. |  |
| <b>MANDATORY REQUIREMENTS</b> |   |                               |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |
| <b>No</b>                     | <b>Description of requirement</b>   | <b>Pass /Fail</b>             |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |
| 1                             | Attach copy of Certificate of registration/Incorporation  |                               |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |
| 2                             | Attach a copy of Valid ax Compliance Certificate  |                               |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |
| 3                             | Copy of current CR12  |                               |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |
| 4                             | <b>Must</b> have a valid CA ISP Compliance certificate – Attach a copy  |                               |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |
| 5                             | The tender is exclusively reserved to firms that are 100% shares Kenyan owned. Bidders must submit a complete and current CR12 form obtained from the Attorney General's office showing the shareholders of the firm.   |                               |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |
| 6                             | Bid Security of Kshs.100,000 in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA) valid for 180 days from the date of tender opening.   |                               |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |
| 7                             | Audited accounts for the last three years (2016, 2017 and 2018) duly certified and signed by Certified Accountants.   |                               |  |  |           |                                   |                   |   |  |  |   |  |  |   |                      |  |   |  |  |   |   |  |   |   |  |   |   |  |

|                    |   |   |  |
|--------------------|---|---|--|
|                    | 8   | Audited accounts for the last 3 years (2014, 2015 and 2016).                                      |  |
|                    | 9   | Duly signed and stamped confidential Business Questionnaire                                       |  |
|                    | 10  | Duly signed and stamped form of tender  |  |
|                    | 11  | Submit declaration statement of not being debarred from participating public procurement in Kenya |  |
|                    | 12  | Duly filled, signed and stamped Confidential Business Questionnaire.                              |  |
|                    | 13  | Duly filled, signed and stamped Form of Tender  |  |
|                    | 14  | Duly filled and signed Anti corruption form.  |  |
|                    | <p><b>NOTE:</b></p> <p>Failure to submit any of the documents listed above will lead to disqualification.</p> <p>Tenderers who qualify at this stage will proceed to the Mandatory Technical Evaluation stage</p>   |   |  |
| 2.22.1 –<br>2.22.6 | <p>The technical evaluation shall be scored on a Compliance or Non-compliance basis. The evaluation will be done strictly in accordance with all the technical specifications as described in Section VI. Tenderers are required to clearly describe how each of the technical specification is met by the proposed system in the format provided in section VI</p> <p><b>NOTE:</b></p> <p>Non-compliance to the specifications in section VI– Technical Specifications will lead to disqualification.</p> <p>Tenderers who qualify at this stage will proceed to the Technical Capacity Evaluation stage</p> |   |  |

**Minimum Technical Specifications for the LAN and Internet infrastructure**

| No. | Item                | Minimum Technical Specifications   | If complied, Bidders explanation of compliance with reference to datasheet or bill of materials |
|-----|---------------------|--|---|
| 1   | Cabinet             | 21U Metal Lockable, Central Glass Door, Ventilation, at least 6 Power Points (Power Display Unit- PDU) and Earthing Clamp  |   |
| 2   | Patch panel         | 48 port, Cat 6 T568A/B wiring, 1U RJ 45 certified front termination  |   |
| 3   | Cable manager       | 1U size Cable manager  |   |
| 4   | Data outlets        | Minimum 15 dual data outlets with blank, angled module with T568A/B wiring includes a protective rubber door (At least 30 in total)  |   |
| 5   | Patch cables        | 1 metre Cat 6 with RJ45 double-ended, 4-pair modular stranded cord ( <i>For the rack, equivalent to the number of data ports</i> )   |   |
| 6   | Patch cables        | 3 metres Cat 6 with RJ45 double-ended, 4-pair modular stranded cord ( <i>For computers: from the Data points to the computers, equivalent to the number of data ports and Ten (10) extra</i> ) |   |
| 7   | Trunking cable roll | Cable Cat 6- enough for the whole Laboratory   |   |



|    |                 |  |  |
|----|-----------------|--|--|
| 8  | Switch          | 48 port PoE Manageable Gigabit Switch  |  |
| 9  | UPS             | Rack mountable Smart-UPS 5,000 VA with management console and management software be provided                  |  |
| 10 | Metal trunking  | 200mm x 100mm 2 Compartment for both data and power cables (The supplier should visit the site before quoting) |  |
| 11 | Knock out plate | Enough to cover the metal trunking   |  |
| 12 | Power sockets   | 30 Twin power sockets (2 twin power sockets be connected to the UPS clean)                                     |  |
| 13 | Accessories     | Screws, cable ties, labels, power cable, e.t.c   |  |
| 14 | Documentation   | Provide configuration and testing for all the Network equipment  |  |
| 15 | Consumer unit   | 4-Way Consumer Unit  |  |
| 16 | Circuit breaker | Provide Circuit Breaker capable to support the Electricity consumption and the 5,000 VA UPS                    |  |

**Minimum Specifications for Provision of Internet Connectivity**

|    | Item           | Minimum Specifications                             | If complied, Bidders explanation of compliance with reference to datasheet or bill of materials |
|----|----------------|--|---|
| 1. | Bandwidth Size | The link must be 2Mbps (uplink/downlink) dedicated |   |

|    |                       |   |  |
|----|-----------------------|---|--|
| 2. | Bandwidth Size        | The link must be 2Mbps (uplink/downlink) dedicated  |  |
| 3. | Hardware Requirements | <ul style="list-style-type: none"> <li>• Firewall capable of handling minimum 10Mbps</li> <li>• Router capable of handling minimum 10Mbps</li> <li>• Category 6 UTP cables</li> </ul>   |  |
| 4. | Configuration Setup   | Setup a DMZ (demilitarized zone) to separate the Local Area Network (LAN) network from the private trusted network and Wi-Fi  |  |
| 5. | Project Scope         | <p>Installation, configuration, testing and commissioning of the Internet connectivity link including:</p> <ul style="list-style-type: none"> <li>• Provide any required IPv4 public Addresses (Minimum 2 Public IP Addresses)</li> <li>• Provide a bandwidth management, utilization and monitoring system/tool from both the Client end and the ISP end.</li> </ul> |  |
| 6. | Support               | Technical support arrangement for the project   |  |

**Minimum Technical Specifications for the Router**

| No. | Item                    | Minimum Technical Specifications | If complied, Bidders explanation of compliance with reference to datasheet or bill of materials |
|-----|-------------------------|----------------------------------|---|
| 1.  | Type                    | Router                           |   |
| 2.  | Connectivity Technology | Wired                            |   |

|     |                              |   |  |
|-----|------------------------------|---|--|
| 3.  | Data Link Protocol           | Megabit Ethernet, IPv6 capable and ready                  |  |
| 4.  | Network Transport Protocol / | PPPoE   |  |
| 5.  | Routing Protocol             | OSPF  |  |
| 6.  | Compliant Standards          | IEEE 802.1ag  |  |
| 7.  | RAM                          | Minimum 1 GB (installed) / 4 GB (Max)                     |  |
| 8.  | Flash Memory                 | Minimum 1 MB (installed) / 4 GB (Max)                     |  |
| 9.  | Status Indicators            | Power   |  |
| 10. | Authorization                | Provide manufacturers authorization for sales and service |  |

**Minimum Technical Specifications for a 48-port Ethernet Switch**

| No. | Item               | Minimum Technical Specifications   | If complied, Bidders explanation of compliance with reference to datasheet or bill of materials |
|-----|--------------------|--|---|
| 1   | Type               | Switch   |   |
| 2   | Ports              | 48 RJ-45 connectors for 10BASE-T/100BASE-TX/1000BASE-T   |   |
| 3   | Switching capacity | 24-Mbps non-blocking   |   |
| 4   | Interfaces         | 2 Mini Megabit Interface Converter (mini-MBIC) slots for fibre and copper Megabit Ethernet expansion |   |
| 5   | Security           | Management access control  |   |
| 6   |                    | Port security-MAC-based filtering  |   |
| 7   | Features           | Full duplex capability, auto-sensing per device, auto-negotiation, VLAN support,                     |   |

|    |                      |  |  |  |
|----|----------------------|--|--|--|
|    |                      |  | manageable   |  |
| 8  | Compliant Standards  |  | IEEE 802.1Q  |  |
| 9  | LEDs                 |  | System, Megabit Link/Act, and Speed                            |  |
| 10 | Status Indicators    |  | Port duplex mode   |  |
| 11 | Software Included    |  | Drivers and utilities  |  |
| 13 | Mounting             |  | Fully rack-mountable using the included rack-mounting hardware |  |
| 14 | Authorization letter |  | Provide manufacturers authorization letter for the product     |  |
| 15 | Maintenance          |  | Quarterly maintenance  |  |

**Technical Capacity Evaluation**

The bids shall undergo an evaluation on their technical capacity on a pass/fail basis as follows:-

| No. | Requirement            | Criteria Description   | Pass/Fail |
|-----|------------------------|--|-----------|
| 1.  | Experience of the Firm | Bidders must provide names of five (5) sites where similar projects have been successfully implemented and maintained. Bidders must further attach supply and maintenance work order copies and recommendation letters from the reference sites given above. |           |

|  |                         |   |  |
|--|-------------------------|---|--|
| 2.   | Human Resource capacity | <p>Bidders must submit a list of proposed staff team by specialty, the tasks that would be assigned to each staff team member and the timings.</p> <p>Qualifications and competence of the key staff for the assignment Must be:</p> <p>i. The Project Manager must have Qualification and experience in the Implementation and maintenance of the requested goods and services with a Degree in IT related field with at least five (5) years experience. The key Information should include number of Years worked for the organization and degree of responsibility held in various Assignments during the last five (5) years</p> <p>ii. Technical Personnel: At least two (2) qualified persons having at least a degree or Diploma in IT related field with at least three (3) years experience</p> <p>(Attach copies of CVs and academic certificates)</p> |  |
| 3  | Implementation plan     | <p>Bidders are required to state the implementation period of the items required.</p> <p>Bidders are also required to give a proposal for a work plan for the period under consideration</p>  |  |
| 4.   | Financial Capacity      | <p>Bidders are required to have an average annual turnover of Kshs.10 million and above as per annual audited accounts for the last three (3) years (2016, 2017, 2018)</p>  |  |
| <b>Remarks</b>   |                         |   |  |
| <p><b>Financial evaluation</b></p> <p>All the firms that are successful in the technical capacity evaluation stage will be subjected to a financial evaluation. The lowest evaluation bidder will be proposed for award of the tender.</p> |                         |   |  |

The financial bids should be submitted in the following format;

| No           |   | Qty.      | Unit Cost-Kshs. | Total Cost-Kshs. |
|--------------|---|-----------|-----------------|------------------|
|              | <b><u>One-time Installation Costs</u></b>   |           |                 |                  |
| 1            | Installation Costs  | Lot       |                 |                  |
| 2            | Wireless Setup  | 1         |                 |                  |
| 3            | Routers – Eight Sites   | 8         |                 |                  |
| 4            | 48 port Ethernet Switches- Eight Sites  | 8         |                 |                  |
| 5            | 42U Server Rack Eight Sites   | 8         |                 |                  |
| 6            | Firewall Cost   | 1         |                 |                  |
|              | <b><u>Recurrent Costs</u></b>   |           |                 |                  |
| 7            | Annual recurrent Internet connectivity and related costs payable on a monthly basis.<br><br>This must include the necessary license costs, license renewals, firmware upgrades, among others. | 12 months |                 |                  |
| <b>Total</b> |   |           |                 |                  |

**Note:** Any other cost not indicated as above should be included in the quote.

- i. Bids with arithmetic errors shall be disqualified at the financial evaluation stage.*
- ii. 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 as per guidance from (PPADA, Section 82) and should include transport cost and any other incidental costs..*
- iii. The Authority may prior to award of tender carry out due diligence to determine to its satisfaction whether the successful bidder qualifies to perform the terms of contract under this tender.*

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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

### 3.5 **Patent Right's**

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

### 3.6 **Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### 3.7 **Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall



notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 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 Procuring entity.

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

3.7.4 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 procuring entity'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 procuring entity's prior written consent.

### **3.10 Termination for Default**

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

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

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

### **3.12 Termination of insolvency**

The procuring entity 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 procuring entity.

### **3.13 Termination for convenience**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of

the contractor of the contract is terminated and the date on which such termination becomes effective.

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

### **3.14 Resolution of disputes**

The procuring entity'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.

| <b>General conditions of contract reference</b> | <b>Special conditions of contract</b>   |
|---|---|
| 3.1 (d)   | “The Procuring entity” means communications Authority of Kenya  |
| 3.6   | <p>The Performance bond shall be structured as follows:</p> <p>(a) For the services rendered pursuant to services under supply, delivery ,installation and commissioning of internet connectivity for selected schools, the successful tenderer shall provide a performance bond/security amounting to 5% of the cost for supply, delivery ,installation and commissioning. The performance bond to remain valid for thirty (30) days beyond the supply, delivery, installation and commissioning of the services. However, if the period of installation is extended, the successful tenderer shall provide an extension of the performance bond.</p> <p>(b) In respect to provision of post implementation maintenance &amp; support for the supply of services (Annual cost applicable for 2 years), the firm shall provide a performance bond /security amounting to 5% of the total costs of preventive maintenance for the services for a period of two (2) years. The performance bond shall remain valid for thirty (30) days beyond the maintenance period.</p> <p>However, if the period of maintenance is extended, the firm shall provide an extension of the performance bond. Further, the bond should be submitted to the Authority 30 days before end of installation period under (a) above and 30 days before release of the installation performance bond.</p> |
| 3.8.1   | Payment shall be within 30 days from the date of inspection and acceptance upon receipt of Invoice. Payment shall be in Kenya shillings and upon inspection and acceptance of the services  |
| 3.9   | No price variation within 12 months of contract execution   |
| 3.14  | <i>Resolution of disputes shall be through arbitrations per the arbitration Act</i>   |
| 3.17  | The contract shall be interpreted in accordance with the laws of Kenya  |
| Section VI (8)                                  | Anti corruption declaration form  |

## SECTION VI – DESCRIPTION OF SERVICES

### Minimum Technical Specifications for the LAN and Internet infrastructure

| No. | Item                | Minimum Technical Specifications   |
|-----|---------------------|--|
| 17  | Cabinet             | 21U Metal Lockable, Central Glass Door, Ventilation, at least 6 Power Points (Power Display Unit- PDU) and Earthing Clamp  |
| 18  | Patch panel         | 48 port, Cat 6 T568A/B wiring, 1U RJ 45 certified front termination  |
| 19  | Cable manager       | 1U size Cable manager  |
| 20  | Data outlets        | Minimum 15 dual data outlets with blank, angled module with T568A/B wiring includes a protective rubber door (At least 30 in total)  |
| 21  | Patch cables        | 1 metre Cat 6 with RJ45 double-ended, 4-pair modular stranded cord ( <i>For the rack, equivalent to the number of data ports</i> )   |
| 22  | Patch cables        | 3 metres Cat 6 with RJ45 double-ended, 4-pair modular stranded cord ( <i>For computers: from the Data points to the computers, equivalent to the number of data ports and Ten (10) extra</i> ) |
| 23  | Trunking cable roll | Cable Cat 6- enough for the whole Laboratory   |
| 24  | Switch              | 48 port PoE Manageable Gigabit Switch  |
| 25  | UPS                 | Rack mountable Smart-UPS 5,000 VA with management console and management software be provided  |
| 26  | Metal trunking      | 200mm x 100mm 2 Compartment for both data and power cables (The supplier should visit the site before quoting)   |
| 27  | Knock out plate     | Enough to cover the metal trunking   |
| 28  | Power sockets       | 30 Twin power sockets (2 twin power sockets be connected to the UPS clean)   |
| 29  | Accessories         | Screws, cable ties, labels, power cable, e.t.c   |
| 30  | Documentation       | Provide configuration and testing for all the Network equipment  |
| 31  | Consumer unit       | 4-Way Consumer Unit  |

|    |                 |   |
|----|-----------------|---|
| 32 | Circuit breaker | Provide Circuit Breaker capable to support the Electricity consumption and the 5,000 VA UPS |
|----|-----------------|---|

### Minimum Specifications for Provision of Internet Connectivity

|     | Item                  | Minimum Specifications  | If complied, Bidders explanation of compliance with reference to datasheet or bill of materials |
|-----|-----------------------|---|---|
| 7.  | Bandwidth Size        | The link must be 2Mbps (uplink/downlink) dedicated  |   |
| 8.  | Bandwidth Size        | The link must be 2Mbps (uplink/downlink) dedicated  |   |
| 9.  | Hardware Requirements | <ul style="list-style-type: none"> <li>• Firewall capable of handling minimum 10Mbps</li> <li>• Router capable of handling minimum 10Mbps</li> <li>• Category 6 UTP cables</li> </ul>   |   |
| 10. | Configuration Setup   | Setup a DMZ (demilitarized zone) to separate the Local Area Network (LAN) network from the private trusted network and Wi-Fi  |   |
| 11. | Project Scope         | <p>Installation, configuration, testing and commissioning of the Internet connectivity link including:</p> <ul style="list-style-type: none"> <li>• Provide any required IPv4 public Addresses (Minimum 2 Public IP Addresses)</li> <li>• Provide a bandwidth management, utilization and monitoring system/tool from both the Client end and the ISP end.</li> </ul> |   |
| 12. | Support               | Technical support arrangement for the project   |   |

### Minimum Technical Specifications for the Router

| No. | Item                         | Minimum Technical Specifications         |
|-----|------------------------------|--|
| 11. | Type                         | Router                                   |
| 12. | Connectivity Technology      | Wired                                    |
| 13. | Data Link Protocol           | Megabit Ethernet, IPv6 capable and ready |
| 14. | Network / Transport Protocol | PPPoE                                    |
| 15. | Routing Protocol             | OSPF                                     |
| 16. | Compliant Standards          | IEEE 802.1ag                             |
| 17. | RAM                          | Minimum 1 GB (installed) / 4 GB (Max)    |
| 18. | Flash Memory                 | Minimum 1 MB (installed) / 4 GB (Max)    |

| No. | Item              | Minimum Technical Specifications                          |
|-----|-------------------|---|
| 19. | Status Indicators | Power   |
| 20. | Authorization     | Provide manufacturers authorization for sales and service |

### Minimum Technical Specifications for a 48-port Ethernet Switch

| No. | Item                 | Minimum Technical Specifications   |
|-----|----------------------|--|
| 1   | Type                 | Switch   |
| 2   | Ports                | 48 RJ-45 connectors for 10BASE-T/100BASE-TX/1000BASE-T   |
| 3   | Switching capacity   | 24-Mbps non-blocking   |
| 4   | Interfaces           | 2 Mini Megabit Interface Converter (mini-MBIC) slots for fibre and copper Megabit Ethernet expansion |
| 5   | Security             | Management access control  |
| 6   |                      | Port security-MAC-based filtering  |
| 7   | Features             | Full duplex capability, auto-sensing per device, auto-negotiation, VLAN support, manageable          |
| 8   | Compliant Standards  | IEEE 802.1Q  |
| 9   | LEDs                 | System, Megabit Link/Act, and Speed  |
| 10  | Status Indicators    | Port duplex mode   |
| 11  | Software Included    | Drivers and utilities  |
| 13  | Mounting             | Fully rack-mountable using the included rack-mounting hardware                                       |
| 14  | Authorization letter | Provide manufacturers authorization letter for the product   |
| 15  | Maintenance          | Quarterly maintenance  |



## **SECTION VI- STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Anti – Corruption Declaration Form

## FORM OF TENDER

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*

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

## PRICE SCHEDULE OF SERVICES

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ . Page \_\_\_\_ of \_\_\_\_\_ .

| 1    | 2           | 3                     | 4        | 5             | 6   | 7  |
|------|-------------|-----------------------|----------|---------------|---|--|
| Item | Description | Quantity<br>& quality | Duration | Unit<br>Price | Total Price<br>EXW per<br>item<br>(cols. 4x5) | Unit<br>Price of<br>other<br>incidental<br>services<br>payable |
|      |             |                       |          |               |   |  |

Signature of tenderer \_\_\_\_\_

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

## CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

**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> |
|---|

Nature of Business .....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs.....

Name of your bankers.....

.....

Branch.....

|      | <p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>  |                     |             |                     |        |  |  |  |  |
|------|--|---------------------|-------------|---------------------|--------|--|--|--|--|
|      | <p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Name                | Nationality | Citizenship details | Shares |  |  |  |  |
| Name | Nationality  | Citizenship details | Shares      |                     |        |  |  |  |  |
|      |  |                     |             |                     |        |  |  |  |  |

|       | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>   |                     |             |                     |        |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|-------|---|---------------------|-------------|---------------------|--------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|       | <p><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | Name                | Nationality | Citizenship details | Shares | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Name  | Nationality   | Citizenship details | Shares      |                     |        |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| ..... | .....   | .....               | .....       |                     |        |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| ..... | .....   | .....               | .....       |                     |        |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| ..... | .....   | .....               | .....       |                     |        |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| ..... | .....   | .....               | .....       |                     |        |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|       | <p>Date.....Signature of Candidate.....</p>   |                     |             |                     |        |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |



**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

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

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

Bank this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing

to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

---

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No. \_\_\_\_\_[reference number of the contract] dated \_\_\_\_\_20\_\_\_\_ to

supply.....

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

*[amount of the guarantee in words and figures],*

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

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

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

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

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

*(Amend accordingly if provided by Insurance Company)*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

---

---

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

---

---

---

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

---

---

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE** (Section 62 PPADA,

2015) I/We/..... of Street, Building, P O

Box.....

.....

Contact/Phone/E mail.....

I/We .....

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

Tender name.....

Tender No .....for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature..... Name and

Title of Signatory.....

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- 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 of .....20.....

**SIGNED**

**Board Secretary**