



COUNTY GOVERNMENT OF NYERI

**DEPARTMENT OF EDUCATION, SPORTS, SCIENCE AND
TECHNOLOGY**

**INSTALLATION, CONFIGURATION AND COMMISSIONING
OF WIRELESS WIDE AREA NETWORK**

TENDER NO. CGN/ESST/62/201-2020

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I
INVITATION TO TENDER
DATE 23/01/2020

TENDER REF NO. CGN/ESST/62/2019-2020

TENDER NAME **Installation, configuration and commissioning of
wireless wide area network**

- 1.1 The County Government of Nyeri invites sealed bids from eligible candidates for supply installation and commissioning of a wireless wide area network.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at (*County Procurement Office, ground floor, Nyeri County Government Offices- Nyeri Town Hall*) during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates by download at the Nyeri *County Government website*, www.nyeri.go.ke , and/or the IFMIS tender portal: www.supplier.treasury.go.ke *free of charge*
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes (original and copy) marked with tender reference number and be deposited in the Tender Box at (*County Procurement Office, ground floor, Nyeri County Government Offices*) or to be sent to the County Secretary, Nyeri County Government P.O. Box 1112-10100 Nyeri so as to be received on or before **7th February, 2020 at 11.00am**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Deputy Governors Boardroom.

For
County Secretary
Nyeri County

SECTION II - INSTRUCTIONS TO TENDERERS

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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 procuring entity'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 Procuring entity 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 procuring entity, 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 not exceed Kshs.5,000/=
- 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 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 Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of 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 that have received the tender document.
- 2.5.2 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.

2.6 Amendment of Documents

- 2.6.1 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 amendment.
- 2.6.2 All prospective candidates that 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 Procuring entity, at its 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 Procuring entity, 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 entity.

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 60 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 Procuring entity'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 Procuring entity'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 two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity'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 0.5 – 2 per cent of the tender price.

2.14.3 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 2.14.7

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 abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity 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 Procuring entity 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 Procuring entity.

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 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 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 90 days or as specified in the Invitation to Tender after the 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 non responsive.

2.15.2 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 2.14 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 Procuring entity 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 Procuring entity 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,” 7th February 2020, time 11:00am.

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 7th February 2020 at 11:00am..

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and

obligations of the Procuring entity 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 Procuring Entity 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 procuring entity 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 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.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 7th February 2020 at 11:0 and in the location specified in the Invitation to Tender.

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

2.20.2 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.

2.20.3 The Procuring entity 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 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 of the tender shall be sought, offered, or permitted.

2.21.2 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.

2.22 Preliminary Examination

2.22.1 The Procuring entity 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.

2.22.2 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity 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 Procuring entity will evaluate and compare the tenders which 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 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity 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 Procuring entity 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 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.

2.27.2 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 Procuring entity 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 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

2.27.4 The Procuring entity 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) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity 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) Procuring entity's Right to Accept or Reject Any or All Tenders

2.27.6 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

2.28 Notification of Award

2.28.1 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.

2.28.2 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 Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.

2.30 Performance Security

2.30.1 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.

2.30.2 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 Procuring entity 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 Procuring entity 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 Procuring entity, 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 Procuring entity of the benefits of free and open competition;

2.31.2 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.

2.31.3 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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

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

2.32 SITE VISIT

2.32.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.

2.32.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

2.32.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

	Site Visit Programme Date: 27/1/2020	
	Venue:	Time:
1.	Nyeri Town HQ	Site Visit will begin at 9:00am – Nyeri Town HQ
2.	Mt. Kenya Hospital	
3.	Nyeri Hill	
4.	Tetu Sub-County HQ (Wamagana)	
5.	Rukira Polytechnic	
6.	Othaya Sub-County HQ - Revenue Offices	
7.	Mukurwe-ini Sub County – Revenue Offices	
8.	Mukurwe-ini Level 4 Hospital	
9.	Karatina Town Sub- County HQ	
10.	Karatina Level 5 Hospital	
11.	Kieni East Sub-County HQ – Narumoru Revenue Offices	
12.	Narumoru Sub-County Hospital	
13.	Kieni West Sub-County HQ – Mweiga Revenue Offices	

TENDERS EVALUATION CRITERIA

A three-stage procedure will be adopted in evaluating the tenders

1. Preliminary evaluation
2. Technical evaluation
 - Mandatory Technical Requirements
 - Technical Proposal
3. Financial evaluation

Stage I: Preliminary evaluation

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	MANDATORY REQUIREMENTS 1) Valid copy of certificate of Incorporation/Registration 2) Valid copy of Tax Compliance Certificate. 3) Valid copy of company registration record details the

	company director(s)/ CR12 . 4) Valid copy of Registration Certificate with CA 5) Valid copy of National Construction Authority (NCA) Registration Certificate Telecommunication Services Category (NCA 6 and above) 6) Valid copy of National Construction Authority (NCA) Telecommunication services Annual License for 2019/2020 (To be verified with NCA) 7) Pre-tender site visit certificate duly signed by the client's representative 8) Must provide a bid bond of Ksh. 380,000/- which must remain valid for 30 days (after expiry of the tender validity period in the form a bank guarantee or from an insurance company approved by the Public Procurement Oversight Authority (PPOA) payable to the County Secretary, Nyeri County Government 9) Current business permit/license 10) Duly filled, signed and stamped Form of Tender 11) Duly filled, signed and stamped Confidential Business Questionnaire. 12) Detailed Description of proposed solution in consideration to Mandatory Technical requirements listed below (see stage III) 13) The document must be serialized including attachments.
2.14.1	<i>Indicate particulars of tender security</i>
2.18.1	<i>Indicate 7/2/2020 at 11:00am</i>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Indicate particulars of performance security</i>

Failure to meet the preliminary mandatory requirements will lead to automatic disqualification

Stage II : Technical Evaluation

Mandatory Technical Requirements to be indicated in Vendors Proposal

S/N	Mandatory Technical Requirement (40Mks)	Response	Score
1	Provide a wireless WAN that connects 12 stations to the HQ (Nyeri Governor's office) and provide a capacity of at least 200 mbps with radio of a throughput of up to 1.2+ Gbps, Frequency of at least 5GHz, and a Range of 100+ Kms		5
	Access to centralized internet and supply to each 13 stations. The network architecture should ensure that all internet bound traffic from HQ is routed through the organization's firewall to stations centralized management of security.		3
2	End to end management of the organizations network devices and routing /switching of the organization traffic through Wireless WAN by Vendor		3
3	The network layout should enable centralized access of network resources e.g. Revenue Management System (Nyeri Pay), ERP, intranet, etc. with minimal or no downtimes.		5
4	Access to centralized internet and supply to each 13 stations. The network architecture should ensure that all internet bound traffic from HQ is routed through the organization's firewall to stations centralized management of security.		1
5	The platform should support various critical applications e.g. VoIP, Video Conferencing, Tele-Presence, IP CCTV Surveillance within Nyeri Town, Cess Points Markets and Urban Areas WiFi and access by PoS Terminals , etc		4
6	The vendor should quote for all client premises equipment to provide Wireless WAN interconnectivity after the site visit.		3
7	Provide a software tool for monitoring the organization's network to show uptime, Wireless WAN utilization, and have capability for generating network performance and availability reports.		2
8	All network devices should be based on ubiquity technology or its equivalent for ease of maintenance and switches should allow automatic failover for Backup connectivity.		5
9	The vendor shall provide a service level contract/Agreement to cover deployment, commissioning, incident management, exclusions and 99.8% network availability for 1 year after commissioning.		3
10	The vendor must provide a verifiable		2

	manufacturer's authorization to supply and install equipment.		
11	Warranty for equipment and part shall be a minimum of 1 year.		2
12	The vendor must show evidence that they attended the site visit by attaching Site survey Certificate for the 13 Sites.		2
	Total		40

Please note:

Any applicant who fails to provide all mandatory requirements shall not proceed to the next stage of the evaluation

	Evaluation Criterion	%	Score %
1.	Mandatory Technical Requirements	40	
2.	Recommendation letters from at least three clients where a similar assignment has been offered • 1 Reference – 2 Marks • 2 References – 4 Marks • 3 References – 6 Marks • 4 References- 8 Marks 5 References and more – 10 Marks	10	
4.	Qualified Technical Staff. Provide both CVs and academic certificates (at least a diploma in Telecommunication / ICT or Electronics engineering) of key technical personnel with a minimum of 5 years' experience Network Engineer (4 Personnel) Qualifications Bachelor's Degree in related field - provide Certificate (1 Mark Per Engineer Maximum 4marks) At least 2 technical staff with Network or fiber installer certificate CCNA/CCNP/CCIP/CCVP (2 Mark Per Engineer Maximum 4marks) Five years and Above experience in the industry – (2 Mark Per Engineer Maximum 4marks)	9	
6.	Comprehensive description of the (Must include make and model No of proposed equipment to be used); 1. WAN architecture, - 15 marks 2. active Components,- 5 Marks 3. Network monitor, - 5 Marks 5.CCTV integration – 5 Marks <i>The proposal MUST also include how the WAN architecture will interlink with the existing LANs at various sites and provide the Link Budget giving transmit power, transmitting antenna gain, and receiving antenna gain for every site. – 5 Marks</i>	25	

	Previous years audited accounts 2017/2018 & 2018/19 1 year – 3 Marks 2 Years – 6 Marks	6	
6.	Financial Capacity.	10	
	a) 5-10 million average annual turnover	5	
	b) 10- 15million average annual turnover	8	
	c) > 15 million average annual turnover	10	
	TOTAL	100	

(Complete as necessary)

Only tenders with a technical score of 70% and above out of 100% shall be considered technically responsive hence qualify for financial evaluation.

STAGE III- FINANCIAL EVALUATION

Tenders shall be checked for arithmetic errors. The lowest evaluated tender to be considered for award must be economically responsive i.e. unit rates in the bill of quantities must realistically be within market rates and the tender sum be within the budget.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” 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 Procuring entity 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 Procuring entity'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 Procuring entity 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 Procuring entity'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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 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 Goods or any part thereof in the Procuring entity'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 Procuring entity

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 Procuring entity 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 Procuring entity 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 Procuring entity, in the form provided in the tender documents.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

3.8.2 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 Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

3.8.4 The Procuring entity'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 Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity 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 Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity 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 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 deliver any or all of the goods 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity 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 procuring entity 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 procuring entity 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 its 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

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

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 OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	Terms of Payment <i>30% upon delivery of material to site, 50% upon Successful installation. 20% Upon Successful Commissioning and Training and issuance of project completion certificate</i>
3.6	Support and Maintenance Preventive Maintenance The successful bidder will be responsible for: - • Repair and replacement of faulty network communication components for all the active WAN devices within the warranty Period. • Provision of continuous second and third level technical support that will minimize unplanned downtime in order to avoid disruption of service delivery for the WAN infrastructure and components for a period of three years. • Provision of quarterly preventive maintenance.

	• Conducting network vulnerability testing using qualified staff/experts once a year. • Coordinating with ICT for network related changes/updates, etc. • Reporting hardware/software related problems to ICT. • Seek approval from (Kenya Forest Service)KFS on erection of Mast at Nyeri Hill – Allocation Transferrable to County Government of Nyeri After commissioning of Project • Acquisition of CA license for all radio equipment on behalf of the County Government of Nyeri.
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(Complete as necessary)

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 procuring entity 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

Scope of work

The Wide Area Network will cover the following Stations

1. Nyeri Town – HQ
2. Mt. Kenya Hospital
3. Karatina Town Sub- County HQ
4. Karatina Level 5 Hospital
5. Othaya Sub-County HQ - Revenue Offices
6. Mukurwe-ini Sub County – Revenue Offices
7. Mukurwe-ini Level 4 Hospital
8. Kieni East Sub-County HQ – Narumoru Revenue Offices
9. Narumoru Sub-County Hospital
10. Kieni West Sub-County HQ – Mweiga Revenue Offices
11. Tetu Sub-County HQ
12. Rukira Polytechnic

Relay Point

1. Nyeri Hill

Critical aspects and quality parameters like: Latency, Throughput and availability level should be clearly indicated. The link should also provide for future upgrades. Project Plan:

A detailed project plan should be included together with the bid, Gantt chart to be included.

Equipment schedules:

The following are the minimum specification of equipment requirement. Bidder's solution 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. Directorate of ICT reserves the right to reject the products, if such deviations are found non critical to the success of the project objectives. Bidders are encouraged to propose enhancements to these specifications.

Head office Router

- Integrated services router
- Security support
- Modular platform
- Support for QOS
- Rack mountable
- Intelligent routing and able to pass VOIP traffic

Remote Branches

- Router

- Integrated services router
- Security support
- Modular platform
- Support for QOS
- Rack mountable
- Intelligent routing and able to pass VOIP traffic

Bidders should include data sheets and details description of supported functions of their proposed routers. The customer premises equipment will depend on the bidders proposed links and no specifications are provided in this document. Bidders should take note that if the proposed solution does not warrant change of routing equipment, then they should re-use the existing equipment on the various sites. However, all routing equipment must be capable of load balancing which should be clearly demonstrated.

EQUIPMENT SPECIFICATIONS

Radio Specifications

Item	Specification
Dimensions Radio Box	938.4 x 468.4 x 281.4 mm (36.94 x 18.44 x 11.08") 1042 x 573 x 502 mm (41.02 x 22.56 x 19.76")
Weight Radio (Mount Included) Box	16 kg (35.27 lb) 26.5 kg (58.42 lb)
Max. Power Consumption	40W
Power Supply	50V, 1.2A PoE GigE Adapter (Included)
Power Method	Passive Power over Ethernet
Supported Voltage Range	+42 to +58VDC, -48VDC
Automatic Transmit Power Control (ATPC)	Yes
Certifications	CE, FCC, IC
Mounting	Pole Mount Kit (Included)
Wind Loading	863 N @ 200 km/hr (194 lbf @ 125 mph)
Wind Survivability	200 km/hr (125 mph)
Operating Temperature	-40 to 55° C (-40 to 131°F)
LEDs	(12) Status LEDs: Data Port Link/Activity Data Port Speed Management Port Link/Activity Management Port Speed GPS Synchronization Master/Slave Link Status Modulation Mode 0.25x to 4x, 6x, 8x, 10x (Unlabeled), Overload Remote and Local Displays (Calibrated Signal Strength)
Operating Frequency	
AF-5 FCC 15.247, 15.407, IC RSS-210 ETSI EN 301 893, EN 302 502 Other Regions	5470 - 5600 MHz, 5650 - 5850 MHz 5470 - 5875 MHz 5470 - 5950 MHz

AF-5U FCC 15.247, IC RSS-210 ETSI EN 302 502 Other Regions	5725 - 5850 MHz 5725 - 5875 MHz 5725 - 6200 MHz
Interface	
Data Port	(1) 10/100/1000 Ethernet Port
Management Port	(1) 10/100 Ethernet Port
Auxiliary Port	(1) RJ-12, Alignment Tone Port
System	
Maximum Throughput	1.2+ Gbps
Maximum Range	100+ km (Dependent on Regulatory Region)
Packets per Second	1+ Million
Encryption	128-Bit AES
Uplink/Downlink Ratio	50% Fixed
Latency Full Duplex Mode Half Duplex Mode	< 200 μ s at Full Throughput < 2 ms at Full Throughput
Radio Frame Synchronization	GPS
Dynamic Frequency Selection AF-5 AF-5U	CE, FCC/IC CE (FCC/IC Not Applicable)
MTU (Maximum Transmission Unit)	Up to 9600
	Suggested Max. TX Power
10x	39 dBm
8x	43 dBm
6x	45 dBm
4x and below	47 dBm

		Receive Sensitivity						
Rate	Modulation	Sensitivity (10 MHz)	Sensitivity (20 MHz)	Sensitivity (30 MHz)	Sensitivity (40 MHz)	Sensitivity (50 MHz)	FDD Capacity*	TDD Capacity*
10x	1024QAM	-63 dBm	-60 dBm	-59 dBm	-58 dBm	-57 dBm	1280 Mbps	640 Mbps
8x	256QAM	-70 dBm	-67 dBm	-66 dBm	-65 dBm	-64 dBm	1024 Mbps	512 Mbps
6x	64QAM	-77 dBm	-74 dBm	-73 dBm	-72 dBm	-71 dBm	768 Mbps	384 Mbps
4x	16QAM MIMO	-84 dBm	-81 dBm	-80 dBm	-79 dBm	-78 dBm	512 Mbps	256 Mbps
2x	QPSK MIMO	-90 dBm	-87 dBm	-86 dBm	-85 dBm	-84 dBm	256 Mbps	128 Mbps
1x	½ Rate QPSK xRT	-93 dBm	-90 dBm	-89 dBm	-88 dBm	-87 dBm	128 Mbps	64 Mbps
¼x	¼x QPSK xRT	-95 dBm	-93 dBm	-93 dBm	-92 dBm	-91 dBm	32 Mbps	16 Mbps
		Channel Width (MHz)						
Rate	Modulation	10	20	30	40	50		
10x	1024 QAM MIMO	256.0	512.0	768.0	1024.0	1280.0		

8x	256 QAM MIMO	204.8	409.6	614.4	819.2	1024.0
6x	64 QAM MIMO	153.6	307.2	460.8	614.4	768.0
4x	16 QAM MIMO	102.4	204.8	307.2	409.6	512.0
2x	QPSK MIMO	51.2	102.4	153.6	204.8	256.0
1x	½ Rate QPSK xRT	25.6	51.2	76.8	102.4	128.0
¼x	¼ Rate QPSK xRT	6.4	12.8	19.2	25.6	32.0

Router Specifications

CPU nominal frequency	1.4 GHz
CPU core count	2
Size of RAM	1 GB
10/100/1000 Ethernet ports	10
Power Jack	1
PoE in	Yes (passive only)
PoE out	Yes (port 10)
Supported input voltage	10 V - 30 V
Voltage Monitor	Yes
PCB temperature monitor	Yes
License	level 5
Operating System	RouterOS

Switching

24 Port-EN, Fast EN, Gigabit EN-10
Base-T, 100 Base TX, 1000 Base-T+
(empty)-plug-in module, PoE.

CCTV Control Room Monitors

Aspect Ratio	16:9
Display Color	1.06 Billion
Input Signal	1 HDMI, 1 DVI, 1 RGB, 1 RS232, 1 RJ-45, 2 USB
LCD	Yes
LED	Yes
Max Contrast	500,000:1
Monitor Resolution	1920 x 1080 (1080p)

Horizontal Viewing Angle (degrees)	178
Vertical Viewing Angle (degrees)	178
Brightness (cd/m2)	350
Graphic Search Display	Yes
Physical Characteristics	
Dimensions	43.4" x 25.1" x 1.5"
Diagonal Size (in)	48.5"
Certification	UL / cUL / CB / TUV / KC / FCC Class "A" / CE / KCC / Energy Star 7.0
Mount	VESA 300 x 300
Mounting Bracket Included	No
Operating Humidity	10 % to 80 %
Operating Temperature (F)	32° ~ 104°
Product Color	Black
Speakers	Yes
Weight (lb)	40
Power Requirements	
Power Supply Included	Yes
Power (w)	65 watts max
Other	
Warranty	3-Year

BOQ 1: COMMUNICATION MASTS

Qty M	Description	Unit Price	TOTAL (KSHS)
1	ERECTION OF COMMUNICATION MAST AT NYERI HILL		
1	ERECTION OF COMMUNICATION MAST AT MATHIRA EAST SUBCOUNTY		
1	ERECTION OF COMMUNICATION MAST AT KIENI EAST (NEW NARUMORU HOSPITAL)		
1	ERECTION OF COMMUNICATION MAST AT KIENI EAST SUB-COUNTY		
1	ERECTION OF COMMUNICATION MAST AT KIENI WEST SUBCOUNTY		
1	ERECTION OF COMMUNICATION MAST AT NYERI HEADQUARTERS		
1	ERECTION OF COMMUNICATION MAST AT TETU SUBCOUNTY		
1	ERECTION OF COMMUNICATION MAST AT MUKURWEINI SUBCOUNTY HOSPITAL		
1	ERECTION OF COMMUNICATION MAST AT MUKURWEINI SUBCOUNTY		
1	ERECTION OF COMMUNICATIONS MAST AT OTHAYA SUB COUNTY		
1	ERECTION OF COMMUNICATIONS MAST AT KARATINA HOSPITAL		
1	ERECTION OF COMMUNICATIONS MAST AT MT KENYA HOSPITAL		
		SubTotal	
		VAT 16%	
		TOTAL	

Comments

VAT

BOQ 2: INSTALLATION AND COMMISSIONING OF RADIO LINKS

Qty M	Description	Unit Price	TOTAL (KSHS)
2	Nyeri Hill Relay Point And Mathira East Subcounty 1000 Mbps Radio		
2	Nyeri Hill Relay Point And Karatina Sub-County Hospital 1000 Mbps Radio		
2	Nyeri Hill Relay Point And Kieni East Subcounty 1000 Mbps Radio		
2	Nyeri Hill Relay Point And Kieni West (Mweiga) 1000 Mbps Radio		
2	Nyeri Hill Relay Point And Othaya Subcounty 1000mbps Radio		
2	Nyeri Hill Relay Point And Tetu Subcounty 1000 Mbps Radio		
2	Nyeri Hill Relay Point And Mukurweini Subcounty 1000mbps Radio		
2	Nyeri Hill Relay Point And Mukurweini Subcounty Hospital 1000mbps Radio		
2	Nyeri Hill Relay Point And Nyeri Headquarters 1000 Mbps Radio		
2	Nyeri Hill Relay Point And Rukira Polytechnic 1000 Mbps Radio		
2	Nyeri Hill Relay Point and Mt. Kenya Hospital 1000 Mbps Radio		
5	Outdoor Cat 6 Utp Cable		
11	Routers		
11	1000MBPS SWITCH		
8	9U Cabinet		
		SubTotal	
<u>Comments</u>		VAT	16%
		TOTAL	

BOQ3: CIVIL WORKS

Qty	Description	Unit Price	TOTAL (KSHS)
1	Erection of Equipment room at Nyeri Hill		
		SubTotal	
<u>Comments</u>			
		VAT	16%
		TOTAL	

BOQ4 installation of Closed Circuit Television (CCTV)

Qty	Description	Unit Price	TOTAL (KSHS)
1	NVR, Network Video Recorder with the following specs; • Integrated video management, • H.265, MPEG-4 video compression, • Rack mount, • 2x1 TB storage, • remote Access, • PTZ control, • CCTV keyboard support, • x Gigabit ethernet, • Webclient. • PoE Capabilities. This from a reputable make and to be approved.		
24	Vandal proof polycarbonate indoor/outdoor dome cover IP PoE digital camera as approved with the following specifications:- 3 axis Mini Dome (360° horizontal x 90° vertical) Powerful MPEG-4 Video compression. Supports up to 30 frames per second at full HD1080p resolution • Bidirectional G.711 and G.726 audio communication • Synchronized full-duplex one channel audio and video • Intelligent bit rate control (flexible for difficult network environments) • Embedded streaming server and embedded Web Server • Motion-detected and event-triggered alarm processing • Sensor-triggered recording and TFP;		
2	CCTV Control room Monitors 49"		
		SubTotal	
		16%	
		TOTAL	

Comments

VAT

BILL OF QUANTITIES FINAL WAN QUOTE TOTALS					
ITEM	DESCRIPTION	UNIT	QTY	Rate	Total
A	CONSTRUCTION AND ERECTION OF COMMUNICATION MASTS		14		
B	INSTALLATION AND CONFIGURATION OF RADIO LINKS		24		
C	INSTALLATION OF POWER BACK UP		1		
D	SWITCHES		11		
E	ROUTERS		11		
E	CONSTRUCTION OF HOUSING FOR RADIO EQUIPMENT AT NYERI HILL		1		
F	INSTALLATION OF CCTV CAMERAS		24		
G	CONFIGURATION AND COMMISIONING OF WAN				
H	TRANSPORT AND ACCOMODATION				
	TOTAL AMOUNT				
	ALLOW 16% VAT				
	TOTAL				

SECTION VI - SCHEDULE OF REQUIREMENTS

PRICE SCHEDULE

*The price should be inclusive of all taxes.

Item Number	Item Description	Quantity if Applicable	Basic Unit Price exclusive of all levies	Charges and other levies/taxes	Please specify unit price inclusive of all levies/taxes	Total price inclusive of all levies/taxes
1	Any Other Recurring Charges (To be specified)					
2	Network Security Charges					
i	One time Installation and Commissioning /Configuration Charges					
ii	Any other charges. (To be specified) i.e. licenses etc.					
3	Any Hardware Charges					
i	Any required terminal equipment					
ii	One-year vendors extended support for each of the selected brand of equipment					
	TOTAL COST inclusive of taxes (to be carried to the form of tender)	LOT				
	Delivery period (in weeks)					

Signature and stamp of Bidder _____ DATE _____

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 EXW per item (cols. 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 procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, 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 procuring entity]

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, install and commission (..... *(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(*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. 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

Part 1 – General:

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: <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.				2.				3.				4.							
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 <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.				3.				4.				5.....			
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, installation
and commissioning 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 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 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 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 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 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 tender hereby covenants with the Procuring
entity to provide the goods 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 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 Procuring entity

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 Procuring entity*]

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

[*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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity]*

WHEREAS[*name of the manufacturer*] who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 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

8.9 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 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 of
.....20.....

SIGNED

Board Secretary