

COUNTY GOVERNMENT OF MOMBASA



TENDER NO. CGM/PRO/T/43/2019-2020

**PROVISION OF INTERNET AND MPLS
SERVICES FOR THE COUNTY GOVERNMENT
OF MOMBASA (CGM)**

TENDER DOCUMENT

MARCH 2020

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SECTION I – INVITATION TO TENDER

Date: 16th March 2020

TENDER REF NO.: CGM/PRO/T/43/2019-2020

TENDER NAME: PROVISION OF INTERNET AND MPLS SERVICES

- 1.1 The County Government of Mombasa (hereinafter referred to as the procuring entity) invites sealed tenders from specialised contractors, registered with Communication Authority of Kenya for **PROVISION OF INTERNET & MPLS SERVICES**.
- 1.2 Tendering will be conducted through the Bidding procedures specified in the *Public Procurement and Asset Disposal Act, 2015*, the *Public Procurement and Disposal Regulations, 2006* and Amendment Regulations (2013) Nos. 106 and 114.
- 1.3 A complete set of Tender Document(s) can be obtained/purchased by interested Tenderers at the address given under paragraph 1.8 below [and upon payment of a non-refundable fee of **Kshs. 1,000.00** in Bankers Cheque payable to County Government of Mombasa.
- 1.4 The document can also be viewed and downloaded from the county website www.mombasa.go.ke at no fee.
- 1.5 Bidders are advised to regularly visit the CGM website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the CGM website as they become available.**
- 1.6 Tenderers shall be required to submit a Tender Security amounting to Kenya Shillings Two Hundred thousand (**Kshs. 200,000.00**) in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), cash, letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document.
- 1.7 All Tenders in one original plus [*two-2 copies*], properly filled in, and enclosed in plain envelopes must be delivered to the address below and addressed as follows:

TENDER NO. CGM/PRO/T/43/2019-2020

PROVISION OF INTERNET AND MPLS SERVICES

“DO NOT OPEN BEFORE 1000HOURS ON OR BEFORE 1ST APRIL 2020

Addressed:

The County Secretary
County Government of Mombasa,
P.O BOX 90400-80100,
MOMBASA, KENYA
Phone: +254 (041) 2311531, Fax: +254 (041) 2311531
2nd Fl, Betting and Licensing Building Mombasa

Completed tender shall be deposited /placed in **Tender Box at County Assembly Building ground floor BEFORE 1000HRS EAST AFRICAN TIME, ON OR BEFORE 1ST APRIL 2020**

Bulky tenders shall be submitted at the office of **Director of Procurement & Supplies located on the 2nd floor of County Assembly Building BEFORE 1000HRS EAST AFRICAN TIME, ON OR BEFORE 1ST APRIL 2020.**

- 1.8 There shall be a pre-bid site visit on **25TH March 2020 at 9:00hrs**, at the **ICT Department** to enable bidders familiarize themselves with the sites.
- 1.9 Prices shall be quoted in **Kenya Shillings (Kshs.)** and shall be inclusive of all applicable taxes, and will remain valid for a period of 90 days from the date of tender opening.
- 1.10 Tenders will be opened promptly after **1000HRS ON OR BEFORE 1ST APRIL 2020** in the presence of Tenderers' representatives who choose to attend the opening at the **Finance Boardroom** located at the **County Treasury** Late or incomplete tenders shall not be accepted.
- 1.11 Canvassing or lobbying for the tender shall lead to automatic disqualification.

AG. DIRECTOR SUPPLY CHAIN MANAGEMENT

FOR: COUNTY SECRETARY

SECTION II – INSTRUCTIONS TO TENDERERS

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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.1,000/-
- 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

2.7.1 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 in Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the 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.
- 2.12.3 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 2.12.7
- 2.12.4 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
- 2.12.5 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
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.8 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 2.26
- or**
- (ii) to furnish performance security in accordance with paragraph 2.27.
- (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 90 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 1000HOURS ON 1ST APRIL 2020.**

- 2.15.2 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”.
- 2.15.3 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 **10:00 HOURS ON 1st March 2020**
- 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 FINANCE BOARDROOM Mombasa **1000HOURS ON 1ST APRIL 2020**". The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 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.

2.18.3 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. 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 2.20, 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 2.22.3 the following evaluation methods will be applied:
- (a) ***Operational Plan.***
The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderer 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

- 2.24.4 Subject to paragraph 2.25 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.
- 2.24.5 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.
- 2.24.6 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.
- c) **Procuring entity's Right to Accept or Reject Any or All Tenders**
- 2.24.7 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

2.25 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 2.26. 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 2.27, 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 2.27 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>This invitation to tender is open to firms who support, deploy and maintain Internet Access Services and MPLS solutions. The tenderer shall demonstrate proven technical ability to carry out work of the complexity and size envisaged and who shall have appropriate available personnel, equipment, financial strength, managerial capacity and experience.</i>
2.12.1	<i>Tenderers shall be required to submit a Tender Security amounting to Kenya Shillings Two Hundred thousand (Kshs. 200,000.00) in the form of a Bank guarantee or an insurance guarantee from an insurance firm approved by the Public Procurement Oversight Authority in the format provided in the tender document valid for 120 days from the date of tender opening</i>
2.15.1	<p><i>The Bidder will be required to submit 2 copies of their bid marked “ORIGINAL” and “COPY”</i></p> <p>The tenderer shall seal the original tender in an inner envelope and an outer envelope. The inner envelope shall itself contain two envelopes, Envelopes A and B</p> <p>Envelope A shall contain the Technical submission and shall be clearly marked “Envelope A – Technical Submission”. Envelope A shall contain NO indication of the tender price or other financial information of the bid and: -</p> <ul style="list-style-type: none"> (i) Shall have contents pages clearly indicating Sections and Page Numbers (ii) Shall have pages in the whole document numbered in the correct sequence and (iii) Shall contain the following documents; clearly marked and arranged in the following order; - (iv) Particulars of Tendering Company to include Company background, Firm’s Organization Structure, Certificate of registration/incorporation, Taxpayer Registration Certificate, Current business permit, Tax compliance with relevant tax authority

(MANDATORY).

- (v) Tender Security amounting to Kenya Shillings Two Hundred thousand **(Kshs. 200,000.00)** in the form of a Bank guarantee or an insurance guarantee from an insurance firm approved by the Public Procurement Oversight Authority in the format provided in the tender document valid for 120 days from the date of tender opening **(MANDATORY).**
- (vi) Have valid Communication Authority (CA) License **(MANDATORY)**
- (vii) Sample Service Level Agreement (SLA) with escalation Matrix (SLA) **(MANDATORY)**
- (viii) Duly filled, signed and stamped Confidential Business Questionnaire **(MANDATORY).**
- (ix) Duly filled, signed and stamped Declaration Form **(MANDATORY).**
- (x) The bidder must provide a proposal for Support and Service Level Agreement to include customer response time and Fault/problem escalation plan. **(MANDATORY)**
- (xi) The bidder must have sufficient capacity on at least two international gateway providers. **(MANDATORY)**
- (xii) The bidder must have sufficient capacity on the national grid fiber with failover. **(MANDATORY)**
- (xiii) The Bidder must have Relevant Permits and clearances from the County to carry out infrastructure roll out. **(MANDATORY)**
- (xiv) The bidder must show proof of network resiliency existence within their infrastructure. **(MANDATORY)**
- (xv) The Bidder must provide alternative back up link on the Wide Area Network and Internet Services with Auto Failover. **(MANDATORY)**
- (xvi) The Bidder shall provide a Project Plan which must include time frames. **(MANDATORY)**
- (xvii) The bidder must provide proof of having deployed similar solution in size or nature. Attach support documents e.g. Extract of contracts, purchase orders and signed copies of Completion or Final Certificates. This should include list of reference persons who can be contacted to

verify the information. Provide at least four (4) Clients complete and ongoing. **(MANDATORY)**

(xviii) Written Undertaking in the bidder's letterhead containing the following:

(xix) Written undertaking to maintain confidentiality during the period of the contract **(MANDATORY)**.

(xx) Written undertaking to provide proactive support within the contract period **(MANDATORY)**.

(xxi) Written undertaking to abide by the Proposal for Support and Service Level Agreement given by the tenderer and the special conditions of contract, at a minimum **(MANDATORY)**.

(xxii) The bidder must provide the following technical requirements for both internet & spam solution and MPLS services **(MANDATORY)**:

(xxiii) County's Domain Hosting

(xxiv) 24/7/365 technical support

(xxv) Monthly utilization reports

(xxvi) An Account Manager exclusively for the County

(xxvii) Certified copies of Audited Financial reports for the last three years 2016, 2017, 2018 **(MANDATORY)**.

Envelope B shall contain: -

(xxviii) Form of Tender

(xxix) Schedule of prices for internet and MPLS and any other related equipment/accessories, installation and maintenance cost for the entire duration of the contract.

The inner and outer envelopes shall:

- a. be addressed to the County at the address given in the Invitation to Tender as follows:

**The County Secretary
County Government of Mombasa,
P.O BOX 90400-80100,
MOMBASA, KENYA
Phone: +254 (041) 2311531, Fax: +254 (041) 2311531
2nd Flr, Betting and Licensing Building Mombasa**

	<p>Note: The cover envelope shall not bear the name and identification of the Bidder</p> <p>b. Bear tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE 1000 HOURS ON OR BEFORE 1ST APRIL 2020”.</p> <p>The inner envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.</p> <p>If the outer envelope is not sealed and marked as required, the County will assume no responsibility for the tender’s misplacement or premature opening.</p>
<p>2.22.1</p>	<p>Technical proposals shall be subjected to the following evaluation criteria:</p> <p>(i) Company’s Experience (35 marks):</p> <ul style="list-style-type: none"> • Four similar works in nature and size for each of the last five years 2014-2019 – 20 marks(each work 4 marks), • details of similar work under way or contractually committed with documentary proof – 10 marks • Five names and addresses of clients who may be contacted for further information on these contracts – 5 marks(each name 1mark) <p>(ii) Certified copies of Audited Financial reports for the last two years 2017 or 2018. The reports will provide details for determining the liquidity, turnover and gearing ratios (each year 7.5 marks) – 15 marks.</p> <p>(iii) Comprehensiveness of details of redundant link to be implemented (15 marks)</p> <ul style="list-style-type: none"> • Fiber to the last mile with Redundant Fiber (Ring Topology) – 5 marks • Redundant wireless to the last mile – 5 marks • Redundancy to the international gateway – 5 marks <p>(iv) Proposal for Support and Service Level Agreement to include (20 marks):</p> <ul style="list-style-type: none"> • customer response time (10 marks) • escalation plan (5 marks) • helpdesk support (5 marks) <p>(v) Qualifications and experience of two key management and technical</p>

	<p>personnel proposed for the Contract: - 15 marks</p> <ul style="list-style-type: none"> • Qualification of <i>Account Manager</i> – Degree in IT related field -5 marks, Diploma 3 marks, Others – 1 mark • Experience of Account Manager –5 years & above – 2.5 marks, below 5 years - 1 mark. • Qualification of <i>technical personnel</i> – valid CCNP certification or relevant CISCO professional level certification – 5 marks • Experience of technical personnel - 5 years & above – 2.5 marks, below 5 years - 1 mark. <p>Candidates will require to score a minimum of 75% to proceed to the next stage of evaluation</p>
2.22.6	<p>Site Visit:</p> <p><i>As part of due diligence, the Procuring entity reserves the right, in determining to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily, to conduct site visits to the reference sites</i></p>
2.24	<p><i>Award of contract is to the lowest evaluated bidder: The county will award the tender to the lowest evaluated Service Provider</i></p> <p><i>Candidates with a poor previous performance record will not be considered for award</i></p>
2.27.	<p><i>Performance Security shall be 10% of the contract sum in form of a bank guarantee in the format provided in the tender document.</i></p>
	<p>Mandatory Site visit: There will be a mandatory site visit to identified sites by tenderers on 25TH March 2020</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
- 3.5 Patent Rights
- 3.6 Performance security
- 3.7 Inspections and tests
- 3.8 Payment
- 3.9 Prices
- 3.10 Assignment
- 3.11 Termination for default
- 3.12 Termination for insolvency
- 3.13 Termination for convenience
- 3.14 Resolution of disputes
- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

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 superceded by provisions of other part of contract.

3.3 Standards

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

3.4 Use of Contract Documents and Information

- 3.4.1 The Candidate 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.
- 3.4.2 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
- 3.4.3 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

3.5 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

3.6.1 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

3.9.1 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

3.10.1 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.

3.11 Termination for Default

3.11.1 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 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.

1.11.2 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, 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

- 3.12.1 The procuring entity may at 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

- 3.14.1 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.

- 3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

- 3.15.1 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

- 3.16.1 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.

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

3.18 Notices

- 3.18.1 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
- 3.18.2 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.
- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	<i>Special conditions of contract</i>
4.2.1	<p><i>This contract shall be for a period of Two (2) year.</i></p> <p><i>This contract is for PROVISION OF INTERNET SERVICES AND MPLS SOLUTION to County Government of Mombasa.</i></p> <p><i>The primary purpose of the project is to provide CGM with Internet access services, a spam filtering solution, and an MPLS solution.</i></p>
4.2.3	<i>Performance Security shall be 10% of the contract sum in the form of a bank guarantee in the format provided in the Tender Document- valid for twenty-five (25)months</i>
4.2.4	
4.2.5	<i>Resolution of disputes shall be through arbitration. Appointment of an Arbitrator shall be in accordance with provisions of the Arbitration Act Cap 49 of the Laws of Kenya</i>
4.2.6	<i>Applicable laws shall be the laws of Kenya</i>
4.2.7	<p><i>For Notices, the address of the County Authority shall be:</i></p> <p style="text-align: center;">The County Secretary County Government of Mombasa, P.O BOX 90400-80100, MOMBASA, KENYA Phone: +254 (041) 2311531, Fax: +254 (041) 2311531</p>

	2nd Fl, Betting and Licensing Building Mombasa
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SECTION V – SCHEDULE OF REQUIREMENTS

This part will include any deliverables under the service contract

Item No.	Description	Quantity	Delivery Time Start _____ End _____
1.	Provision of 315 MBPS Internet Access Services		
2.	Provision of 595 MBPS MPLS for the sites described with Backhaul capacity		
3.	Installation, configuration and Supply of Equipment		

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____

Page _ of _

Monthly Charges

Item No.	Description	Quantity	Monthly Price	Taxes	Total Price
1	Provision of 315 Mbps Internet Access Services	Activity unit (AU)			
2	Provision of WIDE AREA NETWORK SERVICES- MPLS – 595 Mbps with Backhaul capacity	Activity unit (AU)			
3	other incidental services payable (to be specified)				

One off charges

Item No.	Description	Quantity		Rate	Taxes	Total Price
1	Supply Installation, testing and commissioning of the links, including all Equipment and routers. Monitoring tools for entire setup	Activity Unit (AU)				
2	Other Incidental services payable(to be specified)	Activity Unit (AU)				

Signature of tenderer _____

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

SECTION VI – DESCRIPTION OF SERVICES

6. GENERAL INFORMATION

6.1. Introduction

In its pursuit to improve service connectivity in Mombasa County offices; the county would like to engage the services of one or two reputable companies for supply, installation, and commission of Internet and Wide Area Network links to its different sites and offices within the county.

6.2. Purpose

The primary purpose of the project is to provide CGM with 315 MBPS Uplink / Downlink Internet access services, and a MPLS solution which can connect offices to serve Voice and Data Traffic for the county. This document will address each requirement in further details of the Technical Specifications.

6.3. Scope

The technical requirements of the provision of the Wide Area Network links between the below listed sites include:

- a. Technology – Options - Fiber / WiMAX/Microwave
- b. MPLS Services, Routing protocol in use should be effective on last mile – both ends.
- c. Guaranteed percentage uptime system with escalation Matrix
- d. Maximum latencies not more than 5 MS between Departments and NOC
- e. Network management system, with utilization graphics analysis and reporting tool for each Department via Screen to be installed at ICT Department.
- f. Routers to be used must have bandwidth managements, QOS and traffic analysis by for all internet users in each department, with capability to handle more capacity
- g. All equipment supplied should have 1-year warranty
- h. VLAN to be configured to support Data, Voice and CCTV traffic.

6.4 Detailed Table of Assignment

	Site Name	MPLS - Mbps	internet Speed mbps
1	Treasury- Finance Procurement ICT County Assembly Deputy Gvn and Court	200	70
2	Governor Office	50	30
3	Betting and Cotrol Building - PSB County Secretary Culture and Youth Inspectorate and HR	30	30
4	BIMA Tower		
	Trade Tourism Attorney Education Lands	30	30
5	Inspectorate- Tudor	100	30
6	Transport- Shimanzi	100	30
7	Kongowea Market	5	5
8	Uhuru na Kazi -		
	Livestock, Agriculture & fisheries		
	Economic planning	10	10
9	Coast General Hospital	20	20
10	PHD- KFA	10	10
11	Mwembe Kuku Fire Station		
	Yard	20	20
	Environment		
12	Water Dept – Nyali	10	10
13	Fisheries – Liwatoni	5	5
14	Barrier – Shanzu	5	5
15	Barrier – Likoni	5	5
16	Barrier – Miritini	5	5
17	Free Public wifi - Kibarani Recreational site 50 mbps		
18	Free Public Wifi - Uhuru Garden 50 mbps		
19	Free Public Wifi - Treasury Square Garden 50 mbps		
20	Likoni Ferry mainland and Island 50 mbps		
		595	315

NB - Bandwidth may be scaled up or down depending on requirements and addition of other sites

I. INSTALLATION & COMMISSIONING

The Supplier shall be responsible for designing, configuration installation and commissioning of the solution. The bidder **MUST** provide an implementation work plan detailing the following: -

- Desired duration for individual activities/tasks with specification of responsible key personnel.
- Sequencing of tasks and the interrelationship between project activities.
- Individual project timing that adds up to the duration of the total project.

The successful bidder shall also be required to conduct performance and acceptance testing of the solution sold to the county in order to show the guaranteed performance of the Solution is achieved. Each successful solution testing will be followed by a sign off by the IT Department Personnel and various key users.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

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. Bank guarantee for advance payment
8. 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 _____

SCHEDULE OF REQUIREMENT

This part will include any deliverables under the service contract

Item No.	Description	Quantity	Delivery Time Start _____ End _____
1.	Provision of 315 MBPS Internet Access Services		
2.	Provision of 595 Mbps MPLS for the sites described and 595 mbps Bakhaul capacity		
3.	Installation and Supply of Equipment		

PRICE SCHEDULE OF SERVICES

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

Monthly Charges

Item No.	Description	Quantity	Monthly Price	Taxes	Total Price	
1	Provision of 315 MBPS Internet Access Services	Activity unit (AU)				
2	Provision of 595 MPLS and 595 backhaul capacity	Activity unit (AU)				
3	other incidental services payable (to be specified)					

One off charges

Item No.	Description	Quantity		Rate	Taxes	Total Price
1	Supply Installation, testing and commissioning of the links, including all Equipment and routers. Monitoring tools for entire setup	Activity Unit (AU)				
2	Other Incidental services payable(to be specified)	Activity Unit (AU)				

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 (MANDATORY)

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 addressTel No.Email.....
Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time –
Kshs.
Name of your bankers.....
Branch.....
Account No.....

Continued in next page...

...continued from previous page

	<p>Part 2 (a) – Sole Proprietor Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details.....</p>																									
	<p>Part 2 (b) – Partnership Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 15%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</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.																						
	<p>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</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 15%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</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.																						
	<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 offor 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]

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....
[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 institution], 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 thereunder 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 and 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]

DECLARATION FORM (MANDATORY)

Date _____

To _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

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

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) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
2.
etc.

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

- 1.
2.
etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary