



**COUNTY GOVERNMENT OF
MOMBASA**

**TENDER DOCUMENT FOR THE SUPPLY,
DESIGN, AND INSTALLATION OF
STRUCTURED CABLING TO DEPARTMENTS
OF COUNTY GOVERNMENT OF MOMBASA**

TENDER NO. CGM/PRO/T/13/2020-2021

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SECTION I INVITATION TO TENDER

TENDER REF NO: CGM/PRO/T/13/2020-2021

TENDER NAME: THE SUPPLY, DELIVERY AND INSTALLATION OF NETWORK POINTS IN VARIOUS OFFICES OF THE COUNTY GOVERNEMENT OF MOMBASA

1. The County Government of Mombasa invites sealed bids from eligible and qualified registered ICT suppliers/Contractors for **THE SUPPLY, DELIVERY AND INSTALLATION OF NETWORK POINTS IN VARIOUS OFFICES OF THE COUNTY GOVERNEMENT OF MOMBASA.**
2. Tendering will be conducted through the National Competitive (NCB) Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Asset Disposal Regulations, 2020 and is open to all qualified firms/contractors as defined in the Regulations.
3. A complete set of bidding documents in English may be purchased by interested eligible bidders upon submission of a written application to the address below and upon payment of a non-refundable fee of **Kshs. 1,000.** The method of payment will be cash or banker's cheque from a reputable bank in Kenya payable to Mombasa County. The Bidding documents can also be downloaded from the county website www.mombasa.go.ke at no fee
4. Bidders are advised to regularly visit the County Government of Mombasa website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the County website as they become available.**
5. All Tenders in one original plus [*two-2 copies*], properly filled in, and enclosed in plain envelopes must be delivered in hard copies to the address below and addressed as follows:

TENDER NO.: CGM/PRO/T/13/2020-2021

TENDER NAME: THE SUPPLY, DELIVERY AND INSTALLATION OF NETWORK POINTS IN VARIOUS OFFICES OF THE COUNTY GOVERNEMENT OF MOMBASA.

“DO NOT OPEN BEFORE 1000 HOURS ON 2ND OCTOBER 2020”

Addressed to:

THE COUNTY SECRETARY,
COUNTY GOVERNMENT OF MOMBASA,
P.O BOX 80133-80100, MOMBASA
EMAIL: countysec@mombasa.go.ke

Completed tenders shall be placed in **Tender Box located at the County Assembly Hall ground floor next to the main office. The tenders must be received or returned to the Procurement office, 2nd floor County Assembly Hall, Treasury Square, Mombasa to reach not later than 1000HRS on 2ND OCTOBER 2020.**

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

6. Tenders will be opened promptly thereafter in the presence of bidders/representatives who choose to attend the opening process at 10.30 a.m. in the Finance boardroom, County Assembly Hall second Floor or where directed by the County Secretary.
7. Late Tenders, incomplete Tenders, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation.
8. Canvassing or lobbying for the tender shall lead to automatic disqualification.

COUNTY SECRETARY,

COUNTY GOVERNMENT OF MOMBASA.

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 this tender.
- 2.1.3 Joint Venture is allowed in this tender, the bidder need to submit duly filled JV forms
- 2.1.4 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.
- 2.1.5 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 be free.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be pre-qualified.

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.

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 120 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 2% 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 as 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 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.

2.16.2 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.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received on line by the Procuring entity as per the tender notice

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 as per the tender notice.

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 rate 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 30%

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 tenderer's 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 anything 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

Interested Bidders shall attach the following

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Eligible Tenderers	
Tender Security	As indicated in A6 below for evaluation.
Format and Signing of Tender	All Required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked
Closing Date	CLOSING DATE: 2 ND OCTOBER 2020
Site Visit	29 th September 2020
Tender validity	120 days
Tender Name	DESIGN, DELIVERY AND INSTALLATION OF STRUCTURED NETWORK IN VARIOUS OFFICES OF THE COUNTY GOVERNMENT OF MOMBASA

EVALUATION CRITERIA FOR SUPPLY, DELIVERY AND INSTALLATION OF NETWORK POINTS IN VARIOUS OFFICES OF THE COUNTY GOVERNMENT OF MOMBASA

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

NO	ITEM DESCRIPTION	
	Mandatory Items – Preliminary Evaluation	YES/NO
A1	Particulars of Tendering Company to include Company profile and background, Taxpayer Registration Certificate, copy of Business Registration Certificates/certificate of incorporation.	
A2	Copy of Current/valid Single Business Permit	
A3	Provide a copy of current/Valid Tax compliance certificate	
A4	Relevant certificates from ICT Authority of Kenya	
A5	Copy of Network Switches and equipment Manufacturer authorization Certificate	
A6	The amount of Tender Security shall be 100,000/- in form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), 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.	
A7	Provide audited accounts for the last three years 2016-2017, 2017-2018 and 2018-2019	
A8	Attach Mandatory site visit form – This will be provided during the site visit dates indicated and must be signed by the tenderer or the client representative.	
A9	Bid documents to be submitted in two copies of bid document clearly marked "original" and "copy" and all numbered	
A10	Document Presentation <ul style="list-style-type: none"> • Tape bound only • Table of content • Pagination/ Serialization 	
A11	Duly filled, signed and stamped Confidential Business Questionnaire	

A12	Duly filled and signed Declaration Form	
A13	Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge	
	Evaluation Criteria – Technical Evaluation	
B2	<p>Financial Capability (As supported by Audited Accounts for the last three (3) years 2016-2017, 2017-2018 and 2018-2019 (evaluation on their average)</p> <p>a. Liquidity ratios CA/CL \geq 1:1 = 5 marks</p> <ul style="list-style-type: none"> CA/CL \geq 1.2:1 = 5 marks CA/CL < 1.2 = 2 mark <p>b. Gearing ratios not more than 50% = 5 marks</p> <ul style="list-style-type: none"> 50% - 99% = 5 mark 100% and above = 2 mark <p>c. Profitability ratios 10% and above = 5 marks</p> <ul style="list-style-type: none"> 5% - 9% = 5 marks Below 5% - 2 marks 	15
C	TECHNICAL REQUIREMENTS	
C1	<p>Provide detailed proposal of key technical members for the proposed project, copies and CV of the proposed team, Enclose certificates. At least Five (5) years' experience in the position</p> <p>Lead Engineer (10pts)</p> <ul style="list-style-type: none"> Bachelor's Degree in Information Technology, Computer Science or related field.....2mks CCNA, CCNP Certification.....2mk Certified Fiber Optic Technician.....2mk 6 Years and above experience in structure Network installation and management.....2mk Proof of undertaking similar assignments in nature.....2mk <p>Five Technical Staff (5pts for each staff)</p> <p>Diploma in Information Technology, Computer Science or related field....2mks</p> <p>CCNA, CCNP Certification.....1mk</p> <p>Certified Fiber Optic Technician.....1mk</p> <p>2 Years and above experience in Structured Network installation and management.....1mk</p>	35

D	METHODOLOGY	
D 1	<ul style="list-style-type: none"> • Provide detailed methodology for undertaking the assignment, clearly indicating each stage, phase of the assignment and the timelines on each stage (15 Marks) • A detailed work plan in a gantt chart clearly indicating each assignment and the responsible personnel/individual to undertake each task and timeframe (10 marks) 	25
	Total (pass mark 75%)	100
	Financial Evaluation	
	Duly filled and Signed Form of Tender	
	Price Schedule of Goods.	

Accumulated volume of business.

No.	Name of the client	Contract Name	Certificate of Completion	Other Relevant Documents	Tender sum

On-going projects

No.	Name of the client	Contract Name/Letter of award	Stage of Completion	Tender sum

NB:

- 1) Bidders must meet all the mandatory requirements to qualify for financial, technical and general evaluation
- 2) To qualify for price evaluation, the bidder must score a minimum of seventy percent (70 %)
- 3) The bidder quoting the lowest price having attained 70% in technical score shall be recommended for contract award.
- 4) Any information provided by the bidder may be verified. If information is found to be false, the company will be disqualified.

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<i>2.1.1 Money Applicable</i>	<i>Money Applicable is KSH.</i>
<i>2.18.1 Closing of tender</i>	<i>As per the Tender Notice</i>

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 it's delays 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.

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.

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
<i>3.7.1 Performance Bond,</i>	<i>10% of the Contract Price</i>
<i>3.10 Delivery of services</i>	<i>The delivery period for the goods shall be within a period of 30 days and not exceeding 45 days on placing an LPO unless specifically indicated by the respective procuring entity</i>
<i>3.12.1 Terms of payment</i>	<i>Payment shall be made after full delivery of the services as prescribed in the LPO and contract agreement and upon receipt of invoice not later than 30 days.</i>
<i>3.13.1 Prices</i>	<i>The prices offered shall be fixed for the period stated in the Tender Invitation</i>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods and services. 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.

ITEM DESCRIPTIONS AND QUANTITIES.

1	Dept of Trade and Investment - Bima Tower 9th Floor			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 Port, POE with SFP port	1		
2	24 Port , POE	1		
3	Dual Face plates with Modules -	38		
4	Cable Manager 1 U	2		
5	Category 6e UTP Cable	20		
6	48 Port Patch Panel	1		
7	24 Port Patch Panel	1		
8	1 Metre Patch Cord	76		
9	3 Metre Patch Cord	76		
13	Floor Trunk	10		
14	Tower Trunk	2		
15	1 kVA UPS	1		
16	Wi-Fi giga Access Point	3		
17	9U Cabinet	1		
18	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			

2	EDUCATION - BIMA 10TH FLOOR			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 Port Switch, POE with SFP ports	2	-	-
2	48 Port Patch Panel	1	-	-
3	Cabinet 15U - Floor Cabinet	1		
4	Dual Face plates with Modules	40		
5	Cable Manager 1 U	1		
6	Category 6e UTP Cable	3		
7	1 Metre Patch Cord	80		
8	3 Metre Patch Cord	80		
12	Trunk Double Compartment 100x50mm - Metal	10		
13	1 kVA UPS	1		
14	Wi-Fi giga Access Point	2		
15	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			

3	COUNTY ATTORNEY - BIMA 6th FLOOR			
NO.	ITEM DESCRIPTION	1	Unit Price	Total Price
1	48 Port Cisco Switch, POE	1		
2	24 Port, POE switch	1		
3	Dual Face plates with Modules	26		
4	12U Wall Mount Rack Cabinet	1		
5	Cable Manager 1 U	2		
6	Category 6e UTP Cable	4		
7	48 Port Patch Panel	1		
8	24 Port Patch Panel	1		
9	1 Metre Patch Cord	52		
10	3 Metre Patch Cord	52		
14	Floor Trunk	10		
15	Tower Trunk	5		
16	1 kVA UPS	1		
17	Wi-Fi giga Access Point	2		
18	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			

4	BUILDING and PLANNING - Bima Tower 3RD Floor			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 Port, POE switch	1		
2	Dual Face plates with Modules	15		
3	12U Wall Mount Rack Cabinet	1		
4	Cable Manager 1 U	1		
5	Category 6e UTP Cable	4		
6	48 Port Patch Panel	1		
7	1 Metre Patch Cord	30		
8	3 Metre Patch Cord	30		
12	Floor Trunk	5		
13	Wi-Fi giga Access Point	2		
14	1 kVA UPS	1		
15	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			

5	BIMA TOWER ANNEX 2nd, 3rd and 4th FLOOR			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 Port, POE switch	1		
2	Dual Face plates with Modules -	15		
3	12U Wall Mount Rack Cabinet	1		
4	Cable Manager 1 U	1		
6	48 Port Patch Panel	1		
7	1 Metre Patch Cord	30		
8	3 Metre Patch Cord	30		
12	Wi-Fi giga Access Point	2		
13	1 kVA UPS	1		
14	Accessories i.e. Cable Ties, knockouts etc	1		
	Total Material cost			
	installation, configuration and testing			

6	Devolution - HR - Betting and Control - 2nd Floor			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 Port, POE switch	2		
2	Dual Face plates with Modules	39		
3	Cable Manager 1 U	2		
4	Category 6e UTP Cable	5		
5	48 Port Patch Panel	2		
6	1 Metre Patch Cord	78		
7	3 Metre Patch Cord	78		
8	1 kVA UPS	1		
9	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
10	WIFI Giga Access Point	2		
11	Trunk Double Compartment 100x50mm - Metal	10		
	Total Material cost			
	installation, configuration and testing			

7	Deputy Governor, Reception, County Assembly, Communications & Public Affairs, Registry, Audit, Procurement			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 Port, POE switch	2		
2	Dual Face plates with Modules	38		
3	Cable Manager 1 U	2		
4	Category 6e UTP Cable	6		
5	48 Port Patch Panel	2		
6	1 Metre Patch Cord	76		
7	3 Metre Patch Cord	76		
8	1 kVA mount rack-able UPS	1		
9	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
10	WIFI Giga Access Point	4		
11	Trunk Double Compartment 100x50mm - Metal	50		
	Total Material cost			
	installation, configuration and testing			

8	Water Department in Nyali			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 Port, POE switch	1		
2	Dual Face plates with Modules	17		
3	Cable Manager 1 U	2		
4	Trunks 100 x 100	22		
5	Knockouts	22		
6	Category 6e UTP Cable	4		
7	48 Port Patch Panel	1		
8	1 Metre Patch Cord	34		
9	3 Metre Patch Cord	34		
10	1 kVA UPS	1		
11	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
12	WIFI Giga Access Point	2		
	Total Material cost			
	installation, configuration and testing			

9	PUBLIC SERVICE BOARD - Betting and Control Building 1st Floor			
NO.	ITEM DESCRIPTION	1	Unit Price	Total Price
1	48 port, POE switch	1		
2	24 port POE switch	1		
3	Dual Face plates with Modules	57		
4	12U Wall Mount Rack	1		
5	Cable Manager 1 U -	2		
6	Category 6e UTP Cable	4		
7	48 Port Patch Panel	1		
8	24 Port Patch Panel	1		
9	1 Metre Patch Cord	114		
10	3 Metre Patch Cord	114		
14	Floor Trunk	8		
15	Tower Trunk	8		
16	1 kVA UPS	1		
17	Wi-Fi Giga Access Point	3		
18	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			

10	MINISTRY OF PUBLIC WORKS - SHIMANZI			
	1.1 Ground Floor Main Building			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 port, POE switch	1		
2	Dual Face plates with Modules	18		
3	Cabinet 42U	2		
4	Cable Manager 1U	1		
5	Category 6e UTP Cable	5		
6	48 Port Patch Panel	1		
7	24 Port Patch Panel	1		
8	1 Metre Patch Cord	36		
9	3 Metre Patch Cord	36		
10	Trunk Double Compartment 100x50mm - Metal	14		
11	Underground Conduit	400		
12	1 kVA UPS	1		
13	Wi-Fi Giga Access Point	4		
14	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			

	1.2 First Floor Main Building			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	Dual Face plates with Modules	4		
2	Category 6e UTP Cable -	2		
3	1 Metre Patch Cord	4		
4	3 Metre Patch Cord	4		
5	Trunk Double Compartment Metal 100x50mm	3		
6	Knock Out 100x100mm	2		
7	Wi-Fi Giga Access Point	4		
8	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			

	1.3 Outside Office Next to Kura			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 port, POE switch	1		
2	Dual Face plates with Modules	15		
3	Cabinet 12U	1		
4	Cable Manager 1U	1		
5	Category 6e UTP Cable	3		
6	48 Port Patch Panel	1		
7	1 Metre Patch Cord	30		
8	3 Metre Patch Cord	30		
9	Knock Outs	4		
10	Trunk Double Compartment 100x50mm - Metal	16		
14	1 kVA UPS	1		
15	Wi-Fi Giga Access Point	2		
16	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			

	1.4 NCA Office Upstairs and Side Office			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 port, POE switch	1		
2	48 Port Patch Panel -	1		
3	Dual Face plates with Modules -	7		
4	Cabinet 12U	1		
5	Cable Manager 1U	1		
6	Category 6e UTP Cable	3		
7	1 Metre Patch Cord	14		
8	3 Metre Patch Cord	14		
9	Knock Outs	4		
10	Trunk Double Compartment 100x50mm - Metal	16		
14	1 kVA UPS	1		
15	Wi-Fi Giga Access Point	2		
16	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			
	1.5 Civil Works for trenches between buildings			
	TOTAL FOR MINISTRY OF PUBLIC WORKS			

11	Fire Office Main Admin Block			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
	LAN			
1	48 port, POE switch	2		
2	Dual Face plates with Modules	19		
3	Cabinet 15U	1		
4	Cable Manager 1U	2		
5	Category 6e UTP Cable	6		
6	48 Port Patch Panel	2		
8	1 Metre Patch Cord	38		
9	3 Metre Patch Cord	38		
10	Knock Outs	19		
11	Trunk Double Compartment 100x50mm - Metal	10		
12	1 kVA UPS	1		
13	Wi-Fi Giga Access Point	2		
14	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			

12	KONGOWEA MARKET			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 port gig network POE Switch	1	-	-
2	100 X 50 Metal Trunk	15		
3	Dual Face plates with Modules	18		
4	Cable Manager 1 U	2		
5	Knockouts	9		
6	Category 6e UTP Cable	8		
7	24 Port Patch Panel	2		
8	1 Metre Patch Cord	37		
9	3 Metre Patch Cord	36		
10	1 kVA UPS, 6-way Extension cables with surge protection.	2		
11	Accessories i.e. Cable Ties, Plastic Flushers with Screws, Roll Bolts	1		
12	Flexible conduit	20		
13	Wi-Fi Giga Access Point POE	3		
14	Network Cabinet 9U	1		
15	Modules	36		
16	Network Extender for Gates	1		
17	8 Port POE Switch for Gate P2P 5.0 GHZ Radios	1		
16	Power Stabiliser Single phase	1		
	Total Material cost			
	installation, configuration and testing			

13	Bima 4th Floor - Education and Tourism Department			
NO.	ITEM DESCRIPTION	QTY	Unit Price	Total Price
1	48 port gig Poe switch	1		
2	Dual Face plates with Modules	27		
3	12U Wall Mount Rack Cabinet	1		
4	Cable Manager 1 U	2		
5	Category 6e UTP Cable -	4		
6	48 Port Patch Panel -	1		
7	1 Metre Patch Cord	48		
8	3 Metre Patch Cord	48		
9	Floor Trunk	5		
10	Tower Trunk	5		
11	1 kva UPS	1		
12	Wi-Fi Giga Access Point	2		
13	Accessories i.e. Cable Ties, Plastic Flushers with Screws	1		
	Total Material cost			
	installation, configuration and testing			

SECTION VII – PRICE SCHEDULE FOR GOODS

SUMMARY OF TOTALS

NO	DEPARTMENT	TOTAL
1	TRADE AND INVESTMENT – BIMA TOWER 9 th FLOOR	
2	EDUCATION – BIMA TOWER 10 th FLOOR	
3	COUNTY ATTORNEY – BIMA TOWER 6 th FLOOR	
4	BUILDING AND PLANNING – BIMA TOWER 3 rd FLOOR	
5	BIMA ANNEX – 2 nd , 3 rd and 4 th FLOOR	
6	DEVOLUTION – HR OFFICE	
7	DEPUTY GOVERNOR, RECEIPTION, COUNTY ASSEMBLY, COMMUNICATIONS AND PUBLIC AFFAIRS, REGISTRY, AUDIT, PROCUREMENT	
8	WATER – NYALI OFFICES	
9	PUBLIC SERVICE BOARD	
10	PUBLIC WORKS – SHIMANZI	
11	FIRE OFFICE – MAIN ADMIN BLOCK	
12	KONGOWEA MARKET	
13	TOURISM AND EDUCATION – BIMA TOWER 4 th FLOOR	
Sub Total		
14% VAT		
TOTAL		

Name of Tenderer: _____

Signature of Tenderer _____

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

SITE VISIT:

The Bidder Shall be allowed to Visit the Said Sites accompanied by County representative upon signing a site visit attendance to allow a fair understanding of the works. **All the interested bidders shall converge at County Assembly Building (County Executive ICT Department) on Monday 28th September, 2020 and Tuesday 29th September, 2020 at 9:30 A.M. for the Site Visit.**

Deliverables

The contractor is required to deliver the following:

1. Extend the existing Communication network to various offices within County
Headquarters and other offices across the County especially at the Sub County Offices.
2. Deliver, Install and configure the above-mentioned Communication equipment in various offices at the County Headquarters and other offices across the County specifically at the Sub County Offices.

UPS Specifications

- Efficiency
 - Above 96% efficiency in double conversion mode
 - Up to 98,8% efficiency with Energy Saver System
- Inherent redundancy
 - Inherent redundancy possibility for internal redundancy with common or separate battery configuration
- Smallest footprint in the market
 - The 93PS provides significantly more in a smaller package, with a footprint of only 0,25 m² for the smaller frame (8-20kW) and 0,36 m² for the large frame (8-40kW)

- Scalability
 - Scalable architecture and 'Pay as you grow' capability to minimize Capital Expenditure
 - Paralleling of up to 8 units
- Hot Swap and Hot Scalable
 - A module can be replaced while the other continues protecting the load (concurrent maintenance)
 - A module can be added while the other continues protecting the load (hot scalable)
 - Individual battery strings can be serviced while other strings are supporting the load
- Super-sized static switch
 - Optional super-sized Static Switch to enhance the selectivity of the overall electrical installation
- Safety
 - Equipped with an ultra-rapid fuse in the Static Switch ensuring safety in all scenarios
 - Equipped with a back feed contactor no need for additional instalments
- Cloud & Virtualization ready
 - The 93PS and Eaton's Intelligent Power Manager software suite takes the resiliency of the system to the next level by bridging the electrical and IT infrastructure
 - IT and electrical infrastructure management from a Single pane of glass
 - Load shedding 50% drop in load equates to 250% more runtime!

Power Rating	8-40 kW
Output Power Factor	1
Voltage	380, 400, 415V
Frequency	50 or 60Hz
Topology	Double conversion
Efficiency	>96% in Double conversion up to 98,8% in Energy Saver System
Footprint with Batteries	0,25m ² - Small frame (8-20 kW) 0,36m ² - Large frame (8-40 kW)
Configuration	Tower

UPS Models

Eaton 93PS

Eaton 93PS (8-40 kW) Specifications

SECTION VII - 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.

LETTER OF ACCEPTANCE
[letterhead paper of the Employer]

To: _____ *[date]*
_____ *[name of the Contractor]*

[address of the Contractor]

Dear Sir/madam,

This is to notify you that your Tender dated _____ for the execution

of _____ *[name of the Contract and identification number, as given in the Tender documents]* for the Contract Price of KShs.

_____ *[amount in figures]* [Kenya

Shillings _____ *(amount in words)*] in accordance with the

Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory

FORM OF AGREEMENT

.....

TENDER NO:

THIS AGREEMENT made the _____ day of _____ 20 _____ between the County Government of Mombasa, P.O. Box of Mombasa-Kenya hereinafter called “the Procuring entity of the one part and hereinafter called “the tenderer” of the other part;

WHEREAS the Procuring entity invited tenders for theand has accepted a tender price of KSH.....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 tenderer hereby covenants with the Procuring entity to supply and delivery of the goods/services 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/services 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.

Date of possession.....

Date of Completion.....

Contract Duration.....

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 FOR AND ON BEHALF OF THE COUNTY GOVERNMENT

NAME.....

DESIGNATION.....

ADDRESS.....

SIGNATURE.....

WITNESSED BY:

NAME.....SIGNATURE.....

DESIGNATION.....

ADDRESS.....

OFFICIAL RUBBER STAMP/ SEAL

SIGNED FOR AND ON BEHALF OF THE TENDERER

NAME.....

DESIGNATION.....

ADDRESS.....

SIGNATURE.....

WITNESSED BY:

NAME.....SIGNATURE.....

DESIGNATION.....

ADDRESS.....

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

<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – KShs.</p> <p>Name of your bankers Branch.....</p>
--

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <p>• Citizenship details</p>															
<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship</th> </tr> </thead> <tbody> <tr> <td>Details Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship	Details Shares			1.			2.			3.		
Name	Nationality	Citizenship													
Details Shares															
1.															
2.															
3.															

	<p>.....</p> <p>4.</p> <p>.....</p>																								
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal KShs.</p> <p>Issued KShs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Shares</th><th>Name</th><th>Nationality</th><th>Citizenship Details</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>	Shares	Name	Nationality	Citizenship Details	1.	2.	3.	4.	5
Shares	Name	Nationality	Citizenship Details																						
1.																						
2.																						
3.																						
4.																						
5																						
	<p>DateSignature of Candidate</p>																								

- 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 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*]

8.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[*name of Procuring entity*]

[*name of tenderer*]

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*]

8.8 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 COUNTY SECRETARY
MOMBASA COUNTY

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.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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