

**COUNTY GOVERNMENT OF MOMBASA  
(CGM)**



**SUPPLY, INSTALLATION, TESTING AND  
COMMISSIONING OF AN OXYGEN PLANT  
AT COAST GENERAL TEACHING AND  
REFERRAL HOSPITAL**

**TENDER NO. CGM/CGTRH/03/2020-21**

**DECEMBER, 2020**

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## SECTION I INVITATION TO TENDER

**TENDER REF NO. CGM/CGTRH/02/2020-21**

**TENDER NAME: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AN OXYGEN PLANT AT COAST GENERAL TEACHING AND REFERRAL HOSPITAL**

- 1.1 The County Government of Mombasa invites sealed bids from eligible candidates for **Supply, Installation, Testing and Commissioning of an Oxygen Plant at Coast General Teaching and Referral Hospital**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **County Government of Mombasa, Procurement & Supplies Department, 2<sup>nd</sup> floor County Assembly Hall, Treasury Square** during normal working hours.
- 1.3 Bidders may also download the tender documents free of charge from the County Government of Mombasa's website [www.mombasa.go.ke](http://www.mombasa.go.ke). Bidders should visit the county website often for communication/clarifications or addenda to that may be issued.
- 1.4 Completed Tender Documents in plain, sealed envelopes bearing ONLY the Tender Number and its description, and without bearing any name or mark, whatsoever to indicate the identity of the sender must be deposited at the **Tender Box located at the County Assembly Hall ground floor next to the main office. Bulky tenders can be submitted at the office of Head of Procurement and Supplies, 2<sup>nd</sup> floor County Assembly Hall, Treasury Square, Mombasa to reach him not later than 1000hours on 16<sup>th</sup> December, 2020.**
- 1.5 Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya Shillings (or any other easily convertible currency) and shall remain valid **for 120 days** from the closing date of the tender.
- 1.6 Tenders will be opened promptly after thereafter at **1015hrs** in the presence of Tenderers' representatives who choose to attend the opening **ON 1000hours on 16<sup>th</sup> December, 2020.** at the **1015hrs,**
- 1.8 Late or incomplete Tenders shall not be accepted.

Any canvassing or giving of false information will 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 County Government of Mombasa's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the County Government of Mombasa (CGM) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **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 CGM, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=.

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## 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) Technical Specifications
- (vi) Tender Form and Price Schedules
- (vii) Tender Security Form
- (viii) Contract Form
- (ix) Performance Security Form
- (x) Bank Guarantee for Advance Payment Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire.

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## 2.5

### **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the CGM's 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 CGM, 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 CGM, 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 2.1.2 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 2.2.1 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 CGM.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the CGM'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 CGM'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; and
  - (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 CGM; and
  - (c) a clause-by-clause commentary on the CGM'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 Tenders must be accompanied with a Tender Security in the form of Cash Deposit, Bank Guarantee, Insurance Company Guarantee or a Letter of Credit.

### **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 CGM, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the CGM as non-responsive.
- 2.15.2 In exceptional circumstances, the CGM 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 bidder shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.17 Sealing and Marking of Tenders**

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" The envelopes shall then be sealed in an outer envelope.

- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the CGM at the address given in the Invitation to Tender:
  - (b) bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE 10.00am 16<sup>th</sup> December, 2020.**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the CGM will assume no responsibility for the tender’s misplacement or premature opening.

## 2.18

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

- 2.18.1 Tenders must be received by the CGM at the address specified under paragraph 2.17.2 no later than **‘1000HRS 16<sup>th</sup> December, 2020’**.

The CGM 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 CGM 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 CGM 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 CGM 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 CGM 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 CGM will open all tenders in the presence of tenderers' representatives who choose to attend, at **1015hours on 16<sup>TH</sup> December, 2020** and in the location specified in the Invitation to Tender.

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

- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the CGM, at its discretion, may consider appropriate, will be announced at the opening.

- 2.20.3 The CGM 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 CGM 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 CGM in the CGM'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 CGM 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.

- 2.22.3 The CGM 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 affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the CGM 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 CGM'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 CGM 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 CGM will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The CGM 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 County Government of Mombasa does not allow any margin of preference.

## **2.26 Contacting the County Government of Mombasa**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the CGM 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 CGM 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 CGM will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the CGM 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 CGM 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 CGM 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) CGM's Right to Vary Quantities**

- 2.27.5 The CGM 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) CGM's Right to Accept or Reject Any or All Tenders**

- 2.27.6 The CGM 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 CGM's action.

**2.28 Notification of Award**

- 2.28.1 Prior to the expiration of the period of tender validity, the CGM 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 CGM 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 CGM notifies the successful tenderer that its tender has been accepted, the CGM 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 CGM.

**2.30 Performance Security**

- 2.30.1 Within twenty one (21) days of the receipt of notification of award from the CGM, but not less than fourteen (14) days, 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 CGM.
- 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 CGM 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 CGM 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 County Government of Mombasa, 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 County Government of Mombasa of the benefits of free and open competition;

2.31.2 The County Government of Mombasa will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	<p>The tender is open to all eligible suppliers or dealers of <b>Oxygen and related Equipment</b> and registered Electrical Contractors with Ministry of Energy's ERC.</p> <p>Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.</p>
2.2	All Countries are eligible sources except those under United Nations sanctions.
2.3	<p>Bidders may download the tender documents free of charge from the County Government of Mombasa website <b>www.mombasa.go.ke</b>.</p>
2.10	<p>Tender Validity Period is <b>120</b> days from 16<sup>th</sup> December, 2020</p> <p>Tender prices are to be quoted in Kenya Shillings Only.</p>
2.13	The clause-by-clause commentary of the technical specifications is given in following pages
2.14	<p>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 guarantee issued by a reputable insurance company registered with Insurance Regulatory Agency.</p> <p>The amount of tender security required is Kenya Shillings For Hundred Thousand Only (<b>Kshs.400,000</b>) or the equivalent in freely convertible currency.</p> <p>The tender security must be valid for 120 days from <b>16<sup>th</sup> December,2020</b>.</p>
2.16	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	<b><i>This tender is based on One (1) bid envelope system. The bidder must submit a bid which has combined technical proposal and financial proposal in one envelope. Bids must be submitted in TWO copies. i.e. one original and two (2) copies.</i></b>



- 2.18 Time, date, and place for bid opening are: **1015hours**, local time, on **16<sup>th</sup> December, 2020**.  
Place: **finance boardroom, second floor, treasury building.**

Street: **Treasury Square**

City: **Mombasa**

Country: **Kenya.**

- 2.20 Opening of tender documents will be done in public at the time of closing the tender.

- 2.24 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.

Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

The bid evaluation **will** take into account technical factors in addition to cost factors. The weight for price is 20% while the weight for technical specifications is 80%. **Bidders must conform to the specific Technical Requirements in Section V.**

- 2.24 The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B \equiv \frac{C_{low}}{C} X + T$$

where:

$C$  = Evaluated Bid Price

$C_{low}$  = the lowest of all Evaluated Bid Prices among responsive bids

$T$  = the total Technical Score awarded to the bid

$X$  = weight for the Price as specified in the BDS (i.e. 0.3)

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award.

**Tender submission shall:**

1. Shall have a table contents page clearly indicating Sections and Page Numbers (**Mandatory**).
2. Shall have pages in the whole document numbered in the correct sequence. In addition the whole submission shall be serialized numerically including all appendixes and attachments (**Mandatory**).
3. Shall be firmly bound and should not have any loose pages (**Mandatory**).
4. Shall be signed (where signatures are required) by a duly authorized representative as evidenced by a Power of Attorney (**Mandatory**).

**Failure to meet this requirement will lead to disqualification.**

**Technical submission** shall contain the following components and arranged in this order

- i. Qualification Information Statement that the tenderer 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 **(MANDATORY)**.
- ii. Particulars of Tendering Company including the Company background, email address, statutory registration documents (incorporation/ registration certificate) valid and current business permit and valid and current registration with tax authorities **(MANDATORY)**.
- iii. Registered with NCA, minimum class of NCA-7, Mechanical works **(MANDATORY)**.
- iv. Must have a Valid practicing license for mechanical works **(MANDATORY)**.
- v. Tender Security as described in the format provided herein. amounting to **Kshs. 400,000.00** 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 **(Mandatory)**.
- vi. Duly filled and signed Confidential Business Questionnaire Form as provided herein **(Mandatory)**.
- vii. Duly filled and signed Anti-Corruption Declaration Form in the Format provided herein **(Mandatory)**.
- viii. Duly filled and signed Declaration Form **(Mandatory)**.
- ix. Duly filled and signed Manufacturer's Authorization Form in the format provided herein. **(Mandatory)**.
- x. Valid ISO 9001:2008 certificate for the manufacturer or supplier stating clearly their business as production works for oxygen plant and related facilities **(Mandatory)**.
- xi. Duration of Warranty (defects liability) plan clearly stated as including warranty covering 24 months and the manufacturer's detailed Defects Liability Period Support Plan. This must cover warranty obligations of the manufacturers and customer and clearly set conditions under which warranty claim is valid or void. **(Mandatory)**.
- xii. Written undertaking 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 **(Mandatory)**.
- xiii. A written guarantee that spares for the maintenance of the oxygen plant shall remain available and the tenderer's ability to supply them for the minimum period of 5 years **(Mandatory)**.
- xiv. Tenderer's technical specifications. This should be in form of item by-item commentary on the particulars provided demonstrating substantial responsiveness of the Equipment to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications. Tenderer's technical specifications shall not be a reproduction of the Procuring Entity's specifications. In the case of deviations from the specifications given herein, a separate schedule of

deviations shall be prepared. This may be accompanied by an account explaining how the departure from the technical specifications of the tender affects the equipment performance, durability and overall dimensions and why the tenderer will choose to offer the equipment with the stated deviation as opposed to complying (**Mandatory**).

- xv. List and evidence of at least 4 clients of similar attributes supplied by the manufacturer/supplier covering a minimum of 5 years supplied to at least 4 distinct regions within and outside the country. The list shall include addresses of sale sites, names and addresses of contact persons. The evidence documents for cited experience shall be such as completion certificates or satisfactory recommendation letters or invoices, contract documents and/or purchase orders (**Mandatory**).
- xvi. Memorandum of Procedure for delivery, installation, testing and commissioning in descriptive Ms. Project or Gantt chart format. The detailed program must indicate a **delivery period of 2 Months** or less upon confirmation of order.
- xvii. A complete set of audited accounts for the years 2018 and 2019 (**Mandatory**).
- xviii. Any other item and information which the Tenderer considers may support his technical proposal should be clearly marked “additional Information”.
- xix. Form of Tender (**Mandatory**).
- xx. Schedule of Prices, with separate details indicating a breakdown of the costs and priced list of special tools, which shall comprise the Form of Tender Price (**Mandatory**).

Cost of deviations from specifications

2.25 The Authority will not grant a margin to goods manufactured in Kenya for the purpose of bid comparison in accordance with the current laws.

2.30 The performance security required will be 10% of the Contract Value.

2.31 Anti-corruption Affidavit is provided along with the Bidding Documents

**Technical Proposal shall be subject to the following criteria:**

No.	FACTOR UNDER CONSIDERATION (RATING)	Wt. (%)
a)	Adherence to Technical Specifications under clauses 6.2 ( <b>30Marks</b> ) NB: <i>Only tenderers whose products meet at least 90% of this factor (i.e. 27 out of 30 Marks) shall proceed to be evaluated below.</i>	<b>30</b>
b)	Personnel: <i>Project Manager</i> ➤ Bachelor’s degree in mechanical engineering or biomedical Engineering from a recognized University/Institution of higher learning. ( <b>4 marks</b> )	<b>20</b>

	<ul style="list-style-type: none"> <li>➤ 5 years' experience in implementing similar projects. (4 marks)</li> <li>➤ Member of professional body (4 marks)</li> </ul> <p><i>Site Officer</i></p> <ul style="list-style-type: none"> <li>➤ Diploma in Mechanical/Electrical Engineering (3 marks)</li> <li>➤ 3 years' experience in similar work of nature(3 marks)</li> <li>➤ Proposed Support staff (2 marks)</li> </ul>	
c)	<p>Experience:</p> <ul style="list-style-type: none"> <li>➤ List of at least 4 clients with similar assignments have been undertaken covering a minimum 5 years, 2 supplied to at least 5 distinct regions within or outside the country (10 marks)</li> <li>➤ List includes addresses of sale sites, names and addresses of contact persons. (10 marks)</li> <li>➤ Evidence for each cited experience as completion certificates or satisfactory recommendation letters or invoices, contract documents and/or purchase orders (10 marks).</li> </ul>	<b>30</b>
d)	<p>Memorandum of procedure:</p> <ul style="list-style-type: none"> <li>➤ covering design, delivery, testing and commissioning in descriptive Ms. Project or Gantt chart format (5 marks)</li> <li>➤ Indicates delivery period of 2 Months or less upon confirmation of order. (5 marks)</li> </ul>	<b>10</b>
e)	<p>Financial Strength: Tenderer's financial position and operational performance from the analysis of Certified Audited Accounts for 2014 and 2015 specifically:</p> <ul style="list-style-type: none"> <li>➤ Liquidity ratios CA/CL <math>\geq 1</math> (3 marks)</li> <li>➤ Gearing ratios not more than 50% (3 marks)</li> <li>➤ Profitability ratios 10% and above (4 marks)</li> </ul> <p><b>Note:</b> Getting less than the above requirements will get <b>half marks</b>.</p>	<b>10</b>

**Note: Bidders will be required to score a total of 75% to proceed to the next stage of the evaluation process.**

## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

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3.16	Termination for Default.....
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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 County Government of Mombasa (CGM), the organization purchasing the Goods under this Contract.
  - (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.
  - (f) “GCC” means the General Conditions of Contract
  - (g) “SCC” means the Special Conditions of Contract
  - (h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Country of Origin**

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

- 3.5.1 The tenderer shall not, without the Authority’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Authority in connection therewith, to any person other

than a person employed by the tenderer in the performance of the Contract.

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

### **3.6 Patent Rights**

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 Authority's country.

### **3.7 Performance Security**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the 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 Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Authority and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Authority, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Authority and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

### **3.8 Inspection and Tests**

- 3.8.1 The Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Authority shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If

conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Authority.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Authority.
- 3.8.4 The Authority's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the 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 CGM 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 Authority'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 Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
  - (a) if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Authority;
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract;
  - (c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.16.2 In the event the Authority terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

**3.17 Liquidated Damages**

- 3.17 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 Authority and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

### **3.20 Notices**

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other by post, Fax or Email and confirmed in writing to the other party's address specified in 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. 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
3.7	<p><b>Performance Security</b></p> <p>The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.</p>
3.8	<p><b>Pre-shipment Inspection</b></p> <p>It is a requirement that the goods shall be inspected before shipment at the supplier's cost. Inspection of the goods before signing of the delivery notes will also be done by the recipient of the goods, at the point of delivery.</p>
3.9	<p><b>Packaging</b></p> <p>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.</p>
3.10	<p><b>Delivery</b></p> <p>Supply and delivery of the generator must be delivered at Likoni sub-county Hospital or any other place specified in the Local service order within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LPO).</p> <p>The goods will be ordered and delivered on need basis during the contact period.</p>
3.12	<p><b>Payment Terms</b></p> <p>The County Government of Mombasa (CGM) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, CGM may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.13	<p><b>Prices</b></p> <p>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. All prices quoted by the tenderers must be inclusive of all taxes, discounts and delivery costs to Likoni-Sub-county Hospital, Kenya.</p>

3.17 **Liquidated Damages**

If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of twenty (20) days. No deliveries shall be accepted after the twentieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “days” means working days.

3.18 **Resolutions of Disputes**

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Mombasa.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19 The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

3.21

The County Secretary  
County Government of Mombasa,  
P.O BOX 90400-80100,

MOMBASA, KENYA

Phone: +254 (041) 2311531, Fax: +254 (041) 2311531

2<sup>nd</sup> Fl, Betting and Licensing Building Mombasa.

The County Secretary  
County Government of Mombasa,

website: [www.mombasa.go.ke](http://www.mombasa.go.ke)

## **SECTION V: TECHNICAL SPECIFICATIONS**

### **OXYGEN PLANT**

#### **5.1 Scope of Work**

The works comprises the supply, erection, assembly, wiring connection, testing, commissioning and setting to work of one (1) **oxygen plant** for Coast General hospital Hospital – Dept. Of Health

#### **5.2. References, Codes and Standards**

All components and assemblies are to be designed, manufactured, tested and installed in accordance with the latest applicable EEMAC/NEMA, ANSI, and/or IEEE standards

#### **5.3 Equipment Manufacturer Qualifications**

5.3.1. The Manufacturer of the assembly shall be the manufacturer, or an OEM company certified by the Manufacturer

5.3.2. The Manufacturer shall be approved and registered with the International Standards Organization in the applicable ISO 9000, ISO14000 or ISO product manufacturing category.

#### **5.4 OXYGEN PLANT SPECIFICATIONS**



**OXYGEN PLANT SPECIFICATIONS**  
**INSTALLATION WORKS**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<p><b><u>Supply, install, test and commission Oxygen generating plant with the following specifications:</u></b></p> <p><u>Oxygen Generator</u> Oxygen generator for medical application with a capacity of 500 litres per minute and above and oxygen purity of 95% +/- 1%, minimum inlet and outlet pressures of 7 Bar and 5 Bar respectively, and maximum operating pressure of 10 Bar with air consumption of 6-7 cubic metres per minute.</p> <p><u>Compressor</u> 5.5-8.5 Bar Rotary screw air Compressor with the following ratings, 40-50KW, 3 Phase, 400V/50Hz, sigma control 2 and sound insulated. Intergrated refrigerated air dryer of flow 550 cubic metres per hour, Air filtration package consisting of particulate Prefilter, coalescing filter 0.01 micron and carbon adsorption filter. Coal tower 90, filter 00450s and 0.01 micron filter. Filter 00070S and 0.01 micron medical sterile/bacteria filter.</p> <p>Others to include, 1000 litres air tank, 38mm DN40 11bar PED with handhole, 38mm generator hose and other outlet connections. 1000 litres oxygen/product tank PN25 with oxygen line regulator, pressure relieve valve assembly, bacteria filter and auto shutdown solenoid valve. Purity control excl. valve kit- purges product outside valid purity range placed after product tank automatic backup. Storage high pressure oxygen cylinders to supply main line in case main line is down c/w steel cylinder rack with safety chains. Cylinder evacuation vacuum pump and digital flow meter assembly.</p> <p>Display and control panel displaying at least 2 lines text display numerical keys alarm indication. Standard oxygen monitor for the generator range 0.1- 100%. Interconnecting piping and electrical with main electrical breaker panel.</p> <p>External Audio and visual alarm in one unit. Visual alarm to be active whenever an alarm is present in the system, audio will turn on but can be turned off from the control panel.</p> <p><u>Climatic conditions</u> Ambient temperature of 10 – 33° Celsius. Altitude of less than 1800m a.s.l.</p> <p><u>Warranty and service contract.</u> The plant shall have a warranty of two (2) years after commissioning. The offer to include a clear yearly service contract indicating the cost, service plan and the replaceable parts. Additional necessary emergency spare parts should be included.</p> <p><u>Training.</u> Training to be offered to two technicians to ensure transfer of technology and also future maintenance.</p>	1	UNIT		
	<b>Total Provisional cost Sums Carried to Grand Summary</b>				

ITEM	DESCRIPTION	AMOUNT
<b><u>PROVISIONAL SUMS</u></b>		
A	Allow a Provisional Sum of Kenya Shillings five Hundred thousand only for Contingencies.	500,000
B	Allow a Provisional Sum of Kenya Shillings one million only for construction of plant room.	1,000,000
C	Allow a Provisional Sum of Kenya Shillings four Hundred thousand only for supply and connection of three phase power to the plant.	400,000
D	Allow a sum of Kenya shillings three Hundred thousand only for project management expenses	300,000
<b>Total Provisional cost Sums Carried to Grand Summary</b>		<b>2,200,000</b>

ITEM	DESCRIPTION	PAGE	FOR CONTRACTOR'S USE	FOR OFFICIAL USE ONLY
A	<p><b><u>GRAND SUMMARY</u></b></p> <p>-</p> <p>Allow for all necessary preliminaries</p>			
B	TOTAL FOR INSTALLATION WORKS	<b>OP/1</b>		
C	PROVISIONAL SUMS	<b>OP/2</b>		
	TOTAL CARRIED TO FORM OF TENDER			

Amount in words [Kshs].....

.....

Contractor's name .....

ADDRESS

.....

DATE .....

SIGNATURE.....

WITNESS NAME .....

ADDRESS

.....

DATE

.....

SIGNATURE

.....

**OP/3**

## SECTION VIII - STANDARD FORMS

### Notes on the Sample Forms

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

## 8.1 FORM OF TENDER

Date \_\_\_\_\_

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

To: COUNTY GOVERNMENT OF MOMBASA  
P. O. BOX 90400 – 80100 MOMBASA.

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 Print, Supply and deliver log books ..... *(Insert item 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, .....*(Insert Tender name )* 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; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

*You are advised that it is a serious offence to give false information on this form.*

<b>Part 1 – General</b>																	
1.1	Business Name ..... .....																
1.2	Location of Business Premises. .....																
1.3	Plot No..... Street/Road ..... Postal Address ..... Tel No. .... Fax ..... E mail .....																
1.4	Nature of Business ,..... .....																
1.5	Registration Certificate No. ..... .....																
1.6	Maximum Value of Business which you can handle at any one time – Kshs. .....																
1.7	Name of your Bankers ..... Branch .....																
<b>Part 2 (a) – Sole Proprietor</b>																	
2a.1	Your Name in Full ..... Age .....																
2a.2	Nationality ..... Country of Origin ..... Citizenship Details .....																
<b>Part 2 (b) Partnership</b>																	
2b.1	Given details of Partners as follows:																
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Nationality</u></th> <th style="text-align: left;"><u>Citizenship Details</u></th> <th style="text-align: left;"><u>Shares</u></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> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....	.....	.....	.....	2.....	.....	.....	.....	3.....	.....	.....	.....
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>														
1.....	.....	.....	.....														
2.....	.....	.....	.....														
3.....	.....	.....	.....														

.....  
 4.....  
 .....

**Part 2 (c) – Registered Company**

2c.1 Private or Public  
 .....  
 .....

2c.2 State the Nominal and Issued Capital of Company-  
 Nominal Kshs. ....  
 Issued Kshs. ....

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of County Government of Mombasa? Yes \_\_\_\_\_ No \_\_\_\_\_

3.2 If answer in '3.1' is **YES** give the relationship.  
 .....  
 .....  
 .....

3.3 Does an Employee, Committee Member, Board Member of County Government of Mombasa sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.  
 .....  
 .....  
 .....  
 .....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by County Government of Mombasa to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes \_\_\_\_\_ No \_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.  
 .....  
 .....  
 .....  
 .....  
 .....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES \_\_\_\_\_  
 No \_\_\_\_\_

3.8 If answer in '3.7' above is **YES** give details:  
 .....  
 .....  
 .....  
 .....

3.9 Have you offered or given anything of value to influence the procurement process? Yes \_\_\_\_\_  
 No \_\_\_\_\_

3.10 If answer in '3.9' above is **YES** give details  
 .....  
 .....  
 .....  
 .....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date ..... Signature of Candidate  
 .....

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



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### 8.3 TENDER SECURITY FORM

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Whereas ..... [name of the tenderer]  
 (hereinafter called “the tenderer”) has submitted its tender dated .....  
 [date of submission of tender] for the supply, installation and commissioning of  
 .....[name and/or description of the equipment]  
 (hereinafter called “the Tender”) .....  
 KNOW ALL PEOPLE by these presents that WE  
 ..... of  
 ..... having our registered office at  
 ..... (hereinafter called “the Bank”), are bound unto  
 ..... [name of Procuring entity} (hereinafter called “the Procuring  
 entity”) in the sum of ..... for which payment  
 well and truly to be made to the said Procuring entity, the Bank binds itself, its  
 successors, and assigns by these presents. Sealed with the Common Seal of the  
 said Bank this day of 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

\_\_\_\_\_  
 [signature of the bank]

(Amend accordingly if provided by Insurance Company)

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
 between ..... [*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and  
 ..... [*name of tenderer*] of ..... [*city and country of tenderer*]  
 (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain works] and has accepted a tender by the tenderer for the supply of those works in the sum of  
 ..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

## 8.5 PERFORMANCE SECURITY FORM

To County Government of Mombasa

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
 [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signed and seal of the Guarantors

\_\_\_\_\_  
 [*name of bank or financial institution*]

\_\_\_\_\_  
 [*address*]

\_\_\_\_\_  
 [*date*]

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To County Government of Mombasa

*[name of tender]* .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

## 8.7 MANUFACTURER'S AUTHORIZATION FORM

To County Government of Mombasa

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

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

---

\_\_\_\_\_

[signature for and on behalf of manufacturer]

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

**8.8 LETTER OF NOTIFICATION OF AWARD**

**County Government of  
Mombasa  
P.O Box 90400 – 80100,  
Mombasa, Kenya**

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.

**Director,  
Procurement & Supplies Management,  
County Government of Mombasa,  
Telephone: xxxxxxxxxxxx  
Email: xxxxxxxxxxxxxxxx**