MOMBASA WATER SUPPLY AND SANITATION COMPANY LIMITED
P.O Box 1100 - 80100 Mombasa, Kenya
Tel: 0726313006
E-mail: info@mombasawater.co.ke
website: www.mombasawater.co.ke

WATER AND SANITATION DEVELOPMENT PROJECT
Country: KENYA
Credit: IDA – 60300KE

REQUEST FOR QUOTATION
Contract No: KE – MOWASCO – 182784 – GO - RFQ
SUPPLY & DELIVERY OF MOBILE PHONES

Issued on: 28TH AUGUST, 2020

TO: SUPPLIER
NAME OF FIRM: __________________________________________________________
PHYSICAL ADDRESS: ______________________________________________________
POSTAL ADDRESS: ________________________________________________________
COUNTRY: __________________________________________________________________

FROM: PURCHASER/BUYER
MOMBASA WATER SUPPLY & SANITATION Co. LTD,
NKRUMAH ROAD, OFF MIKINDANI STREET,
P.O. BOX 1100 -80100,
MOMBASA-KENYA.
Dear Sir/Madam,

You are hereby invited to submit a quotation on the item listed below; kindly note the following:

a) This is not an order. Read the terms and conditions before quoting.

b) Your quotation should be submitted to the purchaser on or before 9th September, 2020 at 1100 hours EAT for subsequent opening at the closing time (1100 hours EAT).

c) If you are unable to supply any of the items on the list or full quantities of any item, kindly make that fact clear when submitting your quotation.

d) The quotation should be inclusive of all costs of delivery and installation for the items required.

e) The bid document must be accompanied by tender security from a financial institution or reputable insurance company recognized by PPRA of KES35,000 with a validity period of Sixty (60) days.

f) Completed Tender Documents should be deposited at the tender box situated outside the Managing Director’s Office at the headquarters, Mikindani Street off Nkrumah Road marked with the respective Contract Number or be posted to the address shown below:

Managing Director’s Office
Nkrumah Road off Mikindani Street
Mombasa Water Supply & Sanitation Co. LTD
P.O. Box 1100 – 80100
Mombasa-Kenya

G) Prices must be inclusive of Value Added Tax (VAT) where applicable

<table>
<thead>
<tr>
<th>S/N</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost (VAT &amp;/or Disc. Inclusive)</th>
<th>Delivery Time in Days</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply &amp; Delivery of Mobile Phones</td>
<td>No.</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

__________________________ (Date) __________________________ (Signature) __________________________ (Official Stamp)
CONDITIONS

1. The General Conditions of this contract is in line with the current rules and regulations of the Government of Kenya. This form properly submitted constitutes the agreement to supply at the prices and within the delivery period stated overleaf.

2. The offer shall remain valid for a minimum of 60 days starting from the bid submission date.

3. MOWASSCO shall not be bound to accept the lowest or any other offer and reserves the right to accept any offer in part unless the contrary is stipulated by the bidder.

4. Samples of offers when required will be provided free and before the closing date of the quotation. If not destroyed during tests they will upon request, be returned at the bidders’ expenses or may be collected by the owner.

5. Bidders MUST quote for all the items listed below failure to which will lead to automatic disqualification.

INSTRUCTIONS

1. All entries must be typed in bold. Mistakes must not be erased but should be crossed out and corrections made initialed by the person who signed the quotation.

2. Quote for each item separately, and in units as specified.

3. This form must be signed by an authorized representative of the bidder and must be rubber stamped.

4. Each Quotation should be submitted separately in a sealed envelope with only the Quotation Number endorsed on the outside. Descriptive literature or samples of the items offered may be forwarded with the quotation as supporting documents.

5. If you do not wish to quote, please endorse the reasons on this quotation and return it, otherwise your name may be deleted from the Procuring Entity’s prequalification database for the items listed here on.

DULY FILLED PRICE SCHEDULE.

<table>
<thead>
<tr>
<th>S/N</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price (KES)</th>
<th>Total Cost (KES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobile Phones</td>
<td>14</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total
EVALUATION CRITERIA

A. Preliminary/Basic mandatory requirements (to be evaluated on a ‘Yes’ or ‘No’ Basis)
   a) Submit a clearly marked original and copy of the bid document.
   b) A fully filled, signed and stamped Price Schedule
   c) Attach a certificate of incorporation or registration
   d) Attach a valid trade license or single business permit.
   e) Attach a fully filled and stamped Tender Securing Declaration Form from a financial institution in the prescribed format.
   f) Fully fill the attached Confidential Business Questionnaire.
   g) Must attach a copy of manufacturer’s authorization letter to sell the specific brand from the manufacturer (must be on Manufacturer’s letterhead and addressed to the Managing Director of Mombasa Water).
   h) Must attach manufacturer brochures of the equipment on offer to support the specifications and where the brochures include more than one type of equipment, the one on offer must be clearly marked.
   i) Bidders MUST append official company stamp and authorized signature on all attached technical data sheets.
   j) The bid document must/ be properly bound, serialized and paginated including all the attachments and supporting documents.

Bidders who provide ALL the above requirements shall proceed to the technical evaluation stage; while those bids that fail to meet the mandatory requirements shall be considered as non-responsive and shall not be evaluated further.
# TECHNICAL EVALUATION

## PHONE SPECIFICATIONS

<table>
<thead>
<tr>
<th>Features</th>
<th>Technology</th>
<th>Descriptions</th>
<th>Bidders Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Network</strong></td>
<td>2G/3G/4G</td>
<td>GSM / CDMA / HSPA / EVDO / LTE</td>
<td></td>
</tr>
<tr>
<td><strong>Speed</strong></td>
<td></td>
<td>HSPA 42.2/5.76 Mbps, LTE-A (7CA) Cat20 2000/200 Mbps</td>
<td></td>
</tr>
<tr>
<td><strong>Body</strong></td>
<td>Dimensions</td>
<td>151.7 x 69.1 x 7.9 mm (5.97 x 2.72 x 0.31 in)</td>
<td></td>
</tr>
<tr>
<td><strong>Weight</strong></td>
<td></td>
<td>163 g (5.75 oz)</td>
<td></td>
</tr>
<tr>
<td><strong>Build</strong></td>
<td>Glass front (Gorilla Glass 6), glass back (Gorilla Glass 6), aluminium frame</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sim</strong></td>
<td>Single SIM (Nano-SIM and/or eSIM) or Hybrid Dual SIM (Nano-SIM, dual stand-by)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Display</strong></td>
<td>Type</td>
<td>Dynamic AMOLED 2X capacitive touchscreen, 16M colors</td>
<td></td>
</tr>
<tr>
<td><strong>Size</strong></td>
<td>6.2 inches, 93.8 cm² (~89.5% screen-to-body ratio)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Resolution</strong></td>
<td>1440 x 3200 pixels, 20:9 ratio (~563 ppi density)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Platform</strong></td>
<td>OS</td>
<td>Android 10.0; One UI 2</td>
<td></td>
</tr>
<tr>
<td><strong>Chipset</strong></td>
<td>Exynos 990 (7 nm+) – Global Qualcomm SM8250 Snapdragon 865 (7 nm+) - USA</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CPU</strong></td>
<td>Octa-core (2x2.73 GHz Mongoose M5 &amp; 2x2.50 GHz Cortex-A76 &amp; 4x2.0 GHz Cortex-A55) - Global</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Memory</strong></td>
<td>Internal</td>
<td>128GB 8GB RAM</td>
<td></td>
</tr>
<tr>
<td><strong>Camera</strong></td>
<td>Triple</td>
<td>12 MP, f/1.8, 26mm (wide), 1/1.76&quot;, 1.8µm, Dual Pixel PDAF, OIS 64 MP, f/2.0, (telephoto), 1/1.72&quot;, 0.8µm, PDAF, OIS, 3x hybrid optical zoom 12 MP, f/2.2, 13mm (ultrawide), 1.4µm, Super Steady video</td>
<td></td>
</tr>
<tr>
<td>Features</td>
<td>Sensors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fingerprint (under display, ultrasonic), accelerometer, gyro, proximity, compass, barometer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery</td>
<td>Non-removable Li-Po 4000 mAh battery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td>1 year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplier confirms compliance with above specifications (In case of deviations supplier to list all such deviations).

Suppliers’ Signature: -..........................................................................................................

Date ........................................................................................................................................

Company Stamp: ................................................................................................................
<table>
<thead>
<tr>
<th>S/N</th>
<th>ATTRIBUTES</th>
<th>WEIGHTING SCORE</th>
<th>MAX SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Phone Specifications (as above)</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>2</td>
<td>Evidence showing experience of supplying items of similar nature (Attach copies of LSO’s/Contracts/Sale Agreements)</td>
<td>5No. of Clients and above = 10marks Others prorated at: Number of Clients X ( \frac{10}{5} )</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Number of years in business relevant to the bid applied for</td>
<td>5 years and above = 10 marks Others prorated at: Number of Years X ( \frac{10}{5} )</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Litigation History</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Audited financial statements from the previous year and Certified Bank statements( from the last three months)</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

**TOTAL** 100

In addition to meeting ALL the requirements in this section; bidders must score 80% and above to qualify to proceed to the financial evaluation. Those firms that fail to provide the technical requirements shall be considered as non-responsive and shall not be evaluated further.

List of Goods and Delivery Schedule.

<table>
<thead>
<tr>
<th>Description of Goods</th>
<th>Quantity</th>
<th>Final (Project Site) Destination as specified in</th>
<th>Earliest Delivery Date</th>
<th>Latest Delivery Date</th>
<th>Bidders offered Delivery date (to be provided by the bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Phones</td>
<td>14</td>
<td>Mombasa Water Supply &amp; Sanitation Co. Ltd</td>
<td>21 days following the date of effectiveness of the contract</td>
<td>30 days following the date of effectiveness of the contract</td>
<td></td>
</tr>
</tbody>
</table>
# List of Related Services and Completion Schedule

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Quantity</th>
<th>Place Where Services shall be performed</th>
<th>Final Completion Date(s) of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty</td>
<td>14</td>
<td>Mombasa Water supply &amp; Sanitation Co. Ltd</td>
<td>As prescribed in the technical specifications above</td>
</tr>
</tbody>
</table>

Bidders Signature: .................................................................

Date this............................................ Day of ...........................................2020

Company Stamp: .................................................................
INTEGRITY DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the World Bank Procurement Guidelines under the Shopping Method.

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions. We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Date .........................................................................................................................

(Name of company) ....................................................................................................

Signature(s)...........................................................................................................

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Date.........................................................................................................................

(Name of company) ....................................................................................................

Signature(s).............................................................................................................
FORM OF TENDER

Contract No: ____________________  Date___________________

To: Mombasa Water Supply & Sanitation Co. Ltd,
P. O Box 1100-80100,
MOMBASA.

Gentlemen and/or ladies:

1. Having examined the tender documents including Addenda No……………

                        (Insert numbers)
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to
Contract No. & Name 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 the goods in accordance with the
delivery schedule specified in the Schedule of Requirements.

1. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to
Ten (10%) percent (or as stated in the tender document) of the Contract Price for the
due performance of the Contract, in the form prescribed by Mombasa Water.

2. We agree to abide by this Tender for a period of Ninety (90) 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.

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

4. 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 and on behalf of____________________________
TENDER SECURITY FORM  
(On Bank’s Letterhead)

Whereas ........................................ (Name of the tenderer)  
(Hereinafter called “the Tenderer”) has submitted its tender dated .......... (Date of submission of tender) for the supply of ............... (Tender No............)  
(Hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that we ........................................  
of ........................................ having our registered office at Mikindani Street off Nkrumah road (Hereinafter called “the Procuring Entity”) in the sum of  ............... itself, its successors, and assigns by these presents. Sealed with the common seal of the said Bank of this __________day of _________20________

THE CONDITIONS of this obligation are:

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

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

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers:

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

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

_________________________  
(Signature of the bank)
CONTRACT FORM

THIS AGREEMENT made the ________________ day of ___________20 ________
Between the, the Republic of Kenya (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 Mombasa Water Supply & Sanitation Co Ltd, the Procuring entity invited tenders for certain services, Viz, (Description of Services) ………………. (Tender No…………………) and has accepted a tender by the tenderer for the supply of those goods in the sum of ………………………… (Contract price in words and figures) (herein after 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 provide the goods and to remedy defects therein conformity in all respects with the provisions of the Contract.

4. The procuring entity hereby covenants to pay the tenderer in consideration of the provision of the 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 where of the parties here to 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 ______________________________
PERFORMANCE SECURITY FORM
(On Bank’s Letter head)

To: Mombasa Water Supply & Sanitation Co. Ltd,
P.O. Box 1100-80100,
MOMBASA.

WHEREAS ………………………………… (name of tenderer) (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No.……….. dated ___________20__________ to supply…………………………… (Description of Goods/Services) ………………. (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS as 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 guarantee in words and figures), and undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ………………………….(Amount of guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

This guarantee is valid until the ______________day of __________20__________

Signature and seal of the Guarantors

________________________________________________________________________
(Name of bank or financial institution)

________________________________________________________________________
(Address)

________________________________________________________________________
(Date)
CONFIDENTIAL BUSINESS QUESTIONNAIRE (CBQ)

You are requested to give the particulars indicated in part 1 and either Part 2 (a) or 2 (b) or 2 (c) whichever applies to your type of business.

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

<table>
<thead>
<tr>
<th>Part 1  - General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name</td>
</tr>
<tr>
<td>Location of business</td>
</tr>
<tr>
<td>Premises</td>
</tr>
<tr>
<td>Plot No</td>
</tr>
<tr>
<td>Street/Road</td>
</tr>
<tr>
<td>E-mail Address</td>
</tr>
<tr>
<td>Postal Address</td>
</tr>
</tbody>
</table>

| Nature of business | ............................................................ |
| Current Trade License No | ............................................................ |
| Maximum value of business which you can handle at any one time: |
| Kshs                | ............................................................ |
| Name of your Bankers | ............................................................ |
| Branch              | ...................................................................... |
### Part 2 (a) - Sole Proprietor

Your name in full .................................. Age ..................................

Nationality ........................ Country of Origin ....................

Citizenship details .................................................................

### Part 2 (b) Partnership

Give details of partners as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Part 2 (C) Registered Company

Private or Public ............................................................

State the nominal and issued capital of company -

- Nominal Kshs ........................................
- Issued Kshs ...........................................
Give details of all directors as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Give details of all major shareholders (10% holding) as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: ...

Signature of Candidate: ...