



INVITATION TO TENDER

FOR

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING
AND MAINTENANCE OF A FLEET MANAGEMENT
SYSTEM**

TENDER NO. KWTA/002/2021-2022

CLOSING DATE: WEDNESDAY 20TH APRIL, 2022

CLOSING TIME: 10:00AM

KENYA WATER TOWERS AGENCY (KWTA)

**NHIF Bldg., 15th Floor, Ragati Rd, Off Ngong Rd
P.O. Box 42903-00100 GPO
Nairobi, KENYA**

TABLE OF CONTENTS

	Page
INTRODUCTION	2
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
Appendix A to instruction to tenders	17
Appendix B Evaluation Criteria	19
SECTION III GENERAL CONDITIONS OF CONTRACT.....	40
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	48
SECTION V SCHEDULE OF REQUIREMENTS.....	49
TERMS OF REFERENCE	50
SECTION VI PRICE SCHEDULE OF SERVICES.....	61
SECTION VII STANDARD FORMS.....	62
1. Form of Tender	
2. Contract Form	
3. Notification of intension to enter into Contract	
4. Confidential Questionnaire Form	
5. Tender Security Form	
6. Bank Guarantee	
7. Performance Security Form	
8. Litigation History Form	
9. Integrity Declaration Form	
10. Anti-corruption Declaration Form	
11. Dealership/Manufacture Authorization	
12. Form RB1	

SECTION I - INVITATION FOR TENDERS

Tender Reference No. KWTA/002/2021 - 2022

Tender Name: **SUPPLY INSTALLATION AND COMMISSIONING OF A FLEET MANAGEMENT SYSTEM FOR KENYA WATER TOWERS AGENCY**

1. Interested eligible candidates may obtain further information from procurement@watertowers.go.ke or The Ag. Manager – Supply Chain Management office on Third Floor, Nhif Building during normal working hours.
2. The Agency invites qualified suppliers to make bid submissions for the establishment of a Three-Year Contract (reviewed annually to qualify for renewal) for the Supply Installation and Commissioning of a Fleet Management System.
3. A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs 1,000/-** in cash or Bankers Cheque payable to Kenya Water Towers Agency.
4. Download the document and soft copies shall be issued free of charge.
5. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 150 days from the closing date of this tender.
6. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and be deposited in the Tender Box at the Reception, KWTA Headquarters NHIF Building 15th Floor so as to be received on or before **WEDNESDAY 20TH APRIL, 2022 at 10:00AM.**
7. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the **KWTA Boardroom on the 15ST Floor, NHIF Building, Ragati Road, Nairobi.**
8. The tender must be accompanied by a Tender Security of KES. 200,000.00 in the form of a bank guarantee from a commercial Bank or authorized insurance Companies Registered in Kenya valid for 180 days.
9. Tenderer must serialize all the documents provided with the tender document (in the format 1, 2, 3, 4to the last page) and indicate total number of pages on the cover page.

Head of Supply Chain Management
FOR: AG.CHIEF EXECUTIVE OFFICER

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers	7
2.2 Cost of Tendering.....	7
2.3 Contents of Tender document.....	7
2.4 Clarification of Tender document.....	8
2.5 Amendments of Tender documents.....	8
2.6 Language of Tenders.....	9
2.7 Documents Comprising the Tender.....	9
2.8 Tender Form.....	9
2.9 Tender Prices.....	9
2.10 Tender Currencies.....	10
2.11 Tenderers Eligibility and Qualifications.....	10
2.12 Tender Security.....	10
2.13 Validity of Tenders.....	11
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	12
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	13
2.19 Clarification of Tenders.....	13
2.20 Preliminary Examination.....	14
2.21 Conversion to Single Currency.....	14
2.22 Evaluation and Comparison of Tenders.....	14
2.23 Contacting the Procuring Entity.....	15
2.24 Post-Qualification.....	15
2.25 Award Criteria.....	16
2.26 Procuring Entity's Right to accept or Reject any or all Tenders...	16
2.27 Notification of Award.....	17
2.28 Signing of Contract.....	17
2.29 Performance Security.....	18
2.30 Corrupt or Fraudulent Practices	18

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 Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tenderdocuments.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and sub-Contractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall be Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract

- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Declaration Form
- (xi) Performance security Form
- (xii) Letter of Notification of Award
- (xiii) Integrity Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 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) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- d) Declaration Form.

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11 Tenderers Eligibility and Qualifications

2.11.1 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be 2% of the bid price in form of:-

- i) Cash
- ii) Banker's Cheque.
- iii) A Bank Guarantee.
- iv) Such Insurance Company Guarantee as may be approved by authority.
- v) A letter of Credit; or
- vi) Guarantee by a deposit taking microfinance institution, Sacco Society, the Youth Enterprises Development Fund or the Women Enterprise Fund

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form a bank guarantee.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity.
- b) in the case of a successful tenderer, if the tenderer fails:
 - I. to sign the contract in accordance with paragraph 2.29 or
 - II. To furnish performance security in accordance with paragraph 2.30.
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copies of the tender in separate envelopes, duly marking the envelopes as 'ORIGINAL TENDER' and 'COPY OF TENDER'. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.

2.15.3 Bear tender number and name in the invitation to tender and the words, DO NOT OPEN BEFORE, Thursday June 11, 2020 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared late.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tenders misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tenders submission, provided that written notice of the modification, including

Substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to Single Currency

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- a) Operational plan proposed in the tender;
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

(a) Operational Plan

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23 Contacting the Procuring Entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement

2.26 Procuring Entity's Right to accept or Reject any or all Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or

Tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 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.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.1

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in this contract

APPENDIX A - 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

APPENDIX A- DATA SHEET

Instructions to tenderers (ITT)	Particulars of appendix to instructions to tenderers
2.1	Eligible Tenderers
2.1.1	Eligible Tenders: Open to all eligible bidders
2.2	Cost of Tendering
2.2.2	Price for the Hard Copy of the Tender document will be charged Kshs.1000.00. Downloaded soft copies will be issued free of charge from KWTA website at www.watertowers.go.ke , -
2.12	Tender Security
2.12.2	A Bid Bond for Kshs.200,000.00 valid for 180 days from date of opening of the tender and from a Commercial Bank Registered in Kenya.
2.13	Validity of Tender Document
	Tender Validity will be 150 days from date of opening of tenders
2.14	Format and Signing of Tenders
2.14.1	Bidders Must Submit One (1) original and One (1) Copies
2.15	Sealing and Marking of Tenders
2.15.2	The Tender submission address is: The Ag. Chief Executive Officer, Kenya Water Towers Agency Headquarters, Ragati road NHIF Building 15th Floor <u>Nairobi</u>
2.15.3	Do not open before: Wednesday 20th April, 2022 at 10.00am
2.18	Opening of Tender
2.18.1	Tenders will be opened on in the presence of bidders who chose to attend on Wednesday 20th April, 2022 at 10.00am at Kenya Water Towers Headquarters NHIF Building, 15th Floor.

2.19.1	Clarification of Tenders:-
2.19.1	Clarifications may be requested not later than SEVEN (7)days before the submission date. E-mail: procurement@watertowers.go.ke
2.20	Preliminary Examination and Responsiveness
2.20.2	(New Clause)The 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 Anyway by any person or entity.
2.22	Evaluation and Comparison of Tender
2.22.1	See page 21 to 23 of 68
2.27	Notification of Award
2.27.2	For greater certainty, a notification of the intention to inter in to contract does not constitute a contact nor reduce the validity period for a tender security.
2.31	New Clause (Conflicts Between the Tender Document and the PPAD ACT 2015)
2.31.1	Conflicts between the Tender terms and Public Procurement Assets and Disposal Act 2015. In such cases The Public Procurement Assets and Disposal Act, 2015 willstand.

APPENDIX B- EVALUATION CRITERIA

A. PRELIMINARY/MANDATORY EVALUATION

No	Preliminary Evaluation	Mandatory
1.	Attach a Copy of Certificate of Incorporation/Registration	Mandatory
2.	Attach Copy of Valid Current TAX Compliance Certificate	Mandatory
3.	Attach System generated Certified Copy of CR12 Certificate (For Incorporated firms only) issued Within the last 6 Months	Mandatory
4.	A Bid Bond of Kshs.200,000.00 valid for 180 days	Mandatory
5.	Bidders Must fill, sign and stamp the Form of Tender (FORM 1)	Mandatory
6.	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm (Confidential Business Questionnaire) Clearly indicating the list of Directors or Partners as applicable.(FORM 3)	Mandatory
7.	Certified Audited Accounts for the last three (3) consecutive years. (2019, 2020 & 2021) <ul style="list-style-type: none"> • must be certified if issued by a registered CPA Firm recognized by ICPAK. 	Mandatory
8.	Compliance Certificate from Communication Authority of Kenya (CAK) (FleetManagement System)	Mandatory
9.	Bidder MUST submit 1 original & 1 copy of tender Document.	Mandatory
10.	Bidders Must fill, sign and stamp the Litigation History Form (even where there is non-existing cases). (FORM 8)	Mandatory
11.	Bidder must fill, sign & stamp the Integrity Declaration Forms provided in the Tender Document (FORM 10)	Mandatory
12.	Attach a manufacturer's authorization letter or a letter From an authorized dealer who is authorized by the developer to supply their products. (<i>Letters from Authorized dealers should be accompanied with the dealers' manufacturers authorization</i>). (Form 11)	Mandatory

12.	Paginate/serialize the tender document as required by Law (in the format 1, 2, 3, 4.....to the last page) and indicate total number of pages on the cover page.	Mandatory
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Pursuant to Section 79 of Public Procurement and Assets Disposal Act, 2015 any tender not meeting the mandatory, Technical Evaluation Criteria and other eligibility criteria will not proceed to Financial Evaluation Stage.

Technical Mandatory Compliance Evaluation- Complied /Not complied
 Technical bid evaluation shall be on the basis of **Complied/Not complied** and any bid failing in any of the technical mandatory compliance evaluation will **not** proceed to the technical capacity evaluation stage.

No	Item Description	Complied/ not complied	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	The GPS Tracking system must be linked by secured encrypted connection direct to the onboard until installed in the vehicle. GPS and GSM tracking network with features for fuel management and real time motor vehicle tracking and monitoring.		
2.	The system must have a feature that remotely monitors the usage of fuel and reporting on the fuel consumption and alerts on fuel theft. Fuel monitoring gadgets should be Attached/done at the fuel gauge (NOT in the fuel tank).		
3.	The system must be web based and does not require any other application on the user computer. The Contractor hosts the system in their own server.		
4.	The system must have a feature that easily allows the user to virtually fence an area where the vehicle is supposed to operate		

	within and give alerts incase the vehicle leaves or enters the area.		
5.	The system must have a remote vehicle immobilizationcapacity for absolute control where necessary.		
6.	The system shall allow users tomanage information on vehicles including but not limited to; <ul style="list-style-type: none"> • Registration Number • Department • Make • Model • Mileage 		
7.	The system must have a feature that is integrated to motor vehicle service mileageintervals to give alerts when the next service of the vehicle is due		
8.	The system must capture engine idling and freewheelinginstances and send alerts.		
9.	The system must have a feature that captures fuel issues to the vehicle and amounts of fuel per day, week,and month and per year. In addition, it should be able to Generate fuel analysis reports.		
10.	The system shall allow usersto search for vehicles by a number of attributes such as make, engine capacity, Registration number, mileage.		
11.	The system should be able to allow for adding the points of interest and have reports on the visitation of the same.		
12.	The system should be capableof real time monitoring in remote areas.		
13.	The system shall allow scheduling of reports to be submitted to the users Automatically.		
14.	The system shall allow usersto request for vehicles, and provide the trips, start and destination points and the Respective times.		

15.	The system shall provide functionality to record inspection/service history of a vehicle over a given period of time.		
17.	The system should be able to integrate with other Enterprise resource systems that already exist.		
8.	The system shall allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destination points against users' vehicle requests.		
0.	The system must have a feature that captures fuel issues to the vehicle and amounts of fuel per day, week, month and per year. In addition, it should be able to generate fuel analysis reports.		
21.	The system shall allow users to record the fuel intake of a vehicle, against the under listed; <ul style="list-style-type: none"> • Quantity taken against vehicle Registration No. <ul style="list-style-type: none"> ▪ Department ▪ Time and Date ▪ Distance covered against fuel taken, and the ratios 		
B	Driver Management		
1	The system shall allow users to manage information on drivers including but not limited to; <ul style="list-style-type: none"> • Name • Driving permit details • Driving history (departments, stations) • Driving experience • Accident records, driver's health details e.g. eye sight, medical history 		
2	The system shall allow fleet supervisors receive alerts in case of drivers violating specific parameters such as speed, routes, destination points, etc		
3	The system shall users to determine the		

	driver of a particular vehicle at any given time on a map.		
4	The system shall allow driver monitoring through trip initiation and end time with mileage, idling and stop time, maximum speeds and number of over speed events.		
C	Reporting		
1	The system shall have a comprehensive integrated and dynamic report generator. At the expiry of the contract period, the service provider shall be required to provide reports pertaining to management of the vehicle during the contract period.		
2	The system should be able to EXPORT DATA to INTEGRATE WITH financial management system.		
3	The system should be able to export and process report on various format e.g. PDF, XLS etc.		
4	The system shall provide a detailed report on start and stop times of all the trips of vehicles with their respective locations.		
5	The system shall provide a report on vehicle usage at any one instant. This report shall include Vehicle Number, staff member using vehicle, destination, time of departure, time of return.		
6	The system shall provide graphic reports on vehicle usage, distinguishing different statuses (i.e. private or official movements) with different colors.		
7	The system shall provide a report rating the vehicle and driver's performance in relation to; <ul style="list-style-type: none"> • Speed • Acceleration • Deceleration • Idle time • Revolutions Per Minute (RPM) 		

	<ul style="list-style-type: none"> • High speed in sharp corners 		
8	The system shall provide a report showing speed profile of a vehicle in one-minute interval e.g. maximum speed.		
9	Reports must be complete with all data properly displayed.		
0	The system shall provide reports/presentations on accidents showing; <ul style="list-style-type: none"> ▪ Location/Scene of the accident ▪ Time and date of accident ▪ Recorded events five (5) minutes before the accident ▪ Speed by the time of the accident ▪ Incorporated accident police reports, as well as insurance 		
D	Cross cutting functionality		
1	The system shall possess the capacity for users to generate new reports with ease using existing functionality without recourse to the vendor. The system shall provide a reporting infrastructure that allows users to connect to multiple data sources, quickly develop, publish, and disseminate reports for information collaboration within the Authority.		
2	All data stored within the system shall be accessible via the available reports (except data that should not be shown for security reasons). That is, if data exists there must be the ability to view it on some report or another		
3	All reports shall be designed for printing and flexible to allow a user to select a desired paper size and orientation.		

4	The system shall expose its services using Service Oriented Architecture to enable extensibility and reuse.		
5	The system shall log all activities performed by users and these logs should be easily accessible by the privileged users.		
6	No reports shall be capped to a maximum number of pages. Report pages shall depend on the size of data to avoid omitting data from a report.		
7	All reports shall show an “end of report” line at the bottom. This will enable the recipient of a report to tell if it is incomplete.		
8	All reports shall show on each page the total number of pages in the report. The intention of this is to allow the recipient to tell whether some page/s/is/are missing (when read in conjunction with the page number) .D. 1 of 7.		
9	All reports shall adhere to a standard layout, which includes headings and trailers (footers). This layout shall allow for branding by the Authority logo in headings.		
10	Every report shall show all parameters used to control its generation. That is, it shall be possible to see which selection criteria were used.		
11	The system shall allow a user to assign individuals a role to perform defined tasks.		
12	The system shall allow an administrative user to define the limits and privileges of each role.		
13	The system shall possess the capacity to track versions of all documents, files, or records it generates.		
14	The system shall allow authentication and authorization to be controlled both at Active Directory level and at application		

	level.		
15	Get actual vehicle location		
16	Set maximum speed for the vehicle		
17	Start and stop vehicle (engine immobilizer)		
18	Set the vehicles area of operation		
19	Get daily mileage report		
20	Give fuel usage reports including fuel siphoning		
21	Get the vehicle speed		
22	Get low battery alerts		
23	Get over speeding alerts		
24	SOS emergency button		
26	Get user name and password to log into the website		
27	Access real time reports on mobile phone, lap tops, tablets etc.		
28	Create different user accounts with different rights and access		
29	Get alerts of fatigue driving, parking alarm etc.		
30	View different vehicle tracking maps		
31	Latest GPS Technology		
31	Real time visibility in remote areas		
32	Integration capability with all other ERP systems		
33	24hour support service		
	Training	User training Hands on instructor on system administration training to a	
		minimum of ten (10) technical staff on the proposed Encryption solution	

		Bidders must provide training details such as training modules, number of training days.		
		User manuals		
34	Authorization letter	Provide a manufacturer's		
35	Training	User training Hands on instructor on system administration training to a minimum of ten (10) technical staff on the proposed Encryption solution		
B	TECHNICAL CAPACITY EVALUATION (100 MARKS) (Pass Mark=70 Marks i.e. A bidder MUST score 70/100 and above in Technical Evaluation in order to be allowed to proceed to Financial Evaluation)			
1	Proof of adequate experience of the firm (Fill Form X) Bidder is required to provide Five (5) reference sites where they have provided similar services in the last three (3) years. Bidder MUST attach a certified full copy of contract/LPO for each site. <ul style="list-style-type: none"> i) Reference site (filled in form X provided for each site) - 1 mark each for the five clients. ii) Relevant certified Full copy of contract/LPO for the site provided in for X above - 2 marks each 			20 Marks
	<ul style="list-style-type: none"> iii) Reference Letters from the listed clients above addressed to the Managing Director – 1mark each. • For Purpose of this evaluation Certified copy of Full Contract/LPO means that the Contracts/LPO have been signed by the Companies director as true copies of the original or signed by a Commissioner of Oaths. 			

2	<p>Understanding of Terms of Reference and technical specifications</p> <p>The bidder should provide detailed descriptions including but not limited to: - (5marks each)</p> <ul style="list-style-type: none"> i. Friendly Graphical User Interface (GUI) ii. How the system will integrate and its compatibility with other systems, OS- android, iOS, Linux, mobile phones etc. iii. Scalability in design- can it be expanded to accommodate other vehicle monitoring aspect, including fuel management? iv. What is the turnaround time for getting “bugs” fixed? v. What are the licenses required, if any, at how much and at what interval? vi. Integration capability with other ERP systems. 	30 Marks
3	<p>Methodology and Work Plan</p> <p>The bidder should provide a detailed methodology and work plan describing how they will undertake the implementation of the system in order to meet KR requirements:-</p> <ul style="list-style-type: none"> (i) System implementation Methodology (10 Marks) (ii) Detailed work plan with milestones (5 Marks). (iii) Maintenance and Support Service. Providesample SLA. (5 Marks) 	20 Marks

4	<p>STAFF QUALIFICATION AND EXPERIENCE</p> <p>The Bidder should provide evidence of qualifications and competence of the key staff for the assignment</p> <p>(a) 1 Team leader :- Should have</p> <ul style="list-style-type: none"> i. CV in right format (fill form W) – 2Mark ii. Minimum qualifications University degree in IT or a related field attach copy of certificates – 5Marks, iii. 5 years’ experience in handling Motor vehicle tracking & Fleet management systems – 5Marks, <p>(b) 2 Technical staff :- Should have</p> <ul style="list-style-type: none"> i. CV in right format (fill form W) – 2Mark each ii. Minimum qualifications Diploma degree in IT or a related field attach copy of certificates – 3Marks each, iii. 3 years’ experience in handling Motor vehicle tracking & Fleet management systems – 3Markseach, 	30 Marks										
C	FINANCIAL EVALUATION											
1	<p>All Firms meeting all the technical requirements aboves shall be subjected to the Financial Evaluation and the firm offering the lowest total bid amount shall be considered for award</p> <p>Notes:- The financial bid should be submitted in the following format:-</p>											
	<table border="1"> <thead> <tr> <th data-bbox="267 1318 358 1423">No</th> <th data-bbox="358 1318 607 1423">Item</th> <th data-bbox="607 1318 751 1423">Qty</th> <th data-bbox="751 1318 940 1423">Unit Cost (Kshs)</th> <th data-bbox="940 1318 1101 1423">Total Cost (Kshs)</th> </tr> </thead> <tbody> <tr> <td data-bbox="267 1423 358 1671">1</td> <td data-bbox="358 1423 607 1671">Deployment of a car Tracking and Fleet Management system</td> <td data-bbox="607 1423 751 1671">21</td> <td data-bbox="751 1423 940 1671"></td> <td data-bbox="940 1423 1101 1671"></td> </tr> </tbody> </table>	No	Item	Qty	Unit Cost (Kshs)	Total Cost (Kshs)	1	Deployment of a car Tracking and Fleet Management system	21			
No	Item	Qty	Unit Cost (Kshs)	Total Cost (Kshs)								
1	Deployment of a car Tracking and Fleet Management system	21										

2	Cost of annual software updates and maintenance support for 21 motor vehicles for a period of 3 years	3 years		
Total Cost to be carried to the form of Tender inclusive of VAT				
<p><u>Notes under financial submission</u></p> <p>i. All costs should be inclusive of applicable taxes.</p> <p>ii. There will be no correction of errors as per section 82 of the PPAD Act 2015. Tenders with arithmetic errors <i>shall be disqualified</i></p> <p><i>Post – qualification due diligence shall be undertaken</i></p> <p>The Corporation 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. The Authority shall conduct due diligence on the bidders site or at any of the references provided by the bidder.</p>				

TECHNICAL EVALUATION FORMS

FORM X

RELEVANT EXPERIENCE OF THE FIRM

Relevant services carried out in the last two (2 No) years that best illustrate the firm's qualifications

Using the format below, provide information on each assignment for which your firm was legally contracted (2 Firms) (separate form for each client)

Name of Client:	Address:
Clients contact person for the assignment.	Position:
Contract Description:	Location:
Contract period:	Contract Value (Kshs.)
Description of Actual Services Provided by Your Firm:	

As evidence bidders must attach:

- Certified Copy of Full Contract/LPOS

FORM Y

I. Proof of Firm staffing experience and capabilities: (20 marks) –(FillForm Y)

The bidder is required to provide list of five (7) staff with relevant qualifications to be engaged for the assignment. The Bidder will commit to replacing the same with persons of similar qualifications and experience should it become necessary. Bidder should attach CVs for the four (7) staff informant provided.

Summary of proposed personnel

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
7.	Title of position
	Name

Methodology and Work Plan

I. Methodology and Work Plan (20 Marks)

Bidders are expected to submit detailed methodology and work plan indicating project activities, milestones and timelines

- II. Proof of adequate experience of the Firm (20 Marks) (Fill Form X)** Bidder should provide at least two (2) reference sites in which they have provided similar services in the last two (2) years. Bidders are expected to fill a separate Form for each contract and should attach copies of contract/LPO to each Form. (5 Marks for each).

**FORM W
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED STAFF**

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

[Signature of staff member] Date: _____

[Signature of authorized representative of the firm] Date: _____

Full name of staff member:

Full name of authorized representative:

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	29
3.2 Application.....	29
3.3 Country of Origin.....	29
3.4 Standards.....	28
3.5 Use of Contract documents and information.....	30
3.6 Patent Rights.....	30
3.7 Performance Security.....	30
3.8 Inspection and Tests.....	31
3.9 Packing.....	31
3.10 Delivery and documents.....	32
3.11 Insurance	32
3.12 Payment.....	32
3.13 Price.....	32
3.14 Assignments.....	33
3.15 Sub contracts.....	33
3.16 Termination for Default.....	33
3.17 Termination for Insolvency.....	33
3.18 Termination for Convenience.....	34
3.19 Liquidated damages.....	34
3.20 Resolution of Disputes.....	34
3.21 Language and law.....	34
3.22 Force Majeure.....	35
3.23 Notices.....	35

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

- 3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya

or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Termination of insolvency

3.17.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.18 Termination for convenience

- 3.18.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.18.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.19 Liquidated Damages

- 3.19.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.20 Resolution of Disputes

- 3.20.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.20.2 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.

3.21 Language and Law

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

3.22 Force Majeure

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

3.23 Notices

3.23.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

3.23.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured.

In preparing Section IV, the following aspects should be taken into consideration.

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

SECTION V - 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

General conditionsof contract Reference.	Special conditions of contract
3.7	Specify Performance Security if applicable: 5% of the Tender/Contract Sum in form of aBank Guarantee.
3.10	Delivery place: Kenya Water Towers Agency Headquarter
3.12	Specify method Payments: Payment: will be made on Inspection and Acceptance of the goods. Payment terms are 30 days upon receipt of certified invoices and delivery notes confirmingthat the invoiced material has been delivered and are in accordance with the specifications and the contract.
3.13	Specify price adjustments allowed. None
3.20	Specify resolution of disputes. Disputes to besettled as per the Arbitration Laws of Kenya
3.21	Specify applicable law. Laws of Kenya
3.23	Indicate addresses of both parties. Client: The Ag. Chief Executive Officer Kenya Water Towers Agency P.O Box 42903 - 00100. Nairobi, Kenya

SECTION V –TECHNICAL SPECIFICATIONS FOR CAR TRACKING AND FLEET MANAGEMENT SYSTEM

The Technical Specifications for Car Tracking and Fleet Management System are given below. *Tenderers shall submit the brochures and technical data sheets for the proposed system/ equipment for verification of compliance with the specifications.*

No.	Minimum Specifications for Car tracking and Fleet Management System.	Provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	The GPS Tracking system must be linked by secured encrypted connection direct to the on board until installed in the vehicle. GPS and GSM tracking network with features for fuel management and real time motor vehicle Tracking and monitoring.	
2.	The system must have a feature that remotely monitors the usage of fuel and reporting on the fuel consumption and alerts on fuel theft. Fuel monitoring gadgets should be attached/done at the fuel gauge (NOT in the fuel tank).	
3.	The system must be web based and does not require any other application on the user computer. The Contractor hosts the system in their own server.	
4.	The system must have a feature that easily allows the user to virtually fence an area where the vehicle is supposed to operate within and give alerts incase the vehicle leaves or enters the area.	
5.	The system must have a remote vehicle Immobilization capacity for absolute control where necessary.	

6.	<p>The system shall allow users to manage information on vehicles including but not limited to;</p> <ul style="list-style-type: none"> • Registration Number • Department • Make • Model • Mileage 	
7.	The system must have a feature that is integrated to motor vehicle service mileage intervals to give alerts when the next service of the vehicle is due.	
8.	The system must capture engine idling and Freewheeling instances and send alerts.	
9.	The system must have a feature that captures fuel issues to the vehicle and amounts of fuel per day, week, month and per year. In addition, it should be able to generate fuel analysis Reports.	
10.	The system shall allow users to search for vehicles by a number of attributes such as make, Engine capacity, registration number, mileage.	
11.	The system should be able to allow for adding the points of interest and have reports on the Visitation of the same.	
12.	The system should be capable of real time Monitoring in remote areas.	
13.	The system shall allow scheduling of reports to be submitted to the users automatically.	
14.	The system shall allow users to request for vehicles, and provide the trips, start and destination points and the respective times.	
15.	The system shall provide functionality to record inspection/service history of a vehicle over a given period of time.	
16.	The system shall have a provision to manage information on vehicle maintenance costs, vehicle valuations, repair histories.	
17.	The system should be able to integrate with other Enterprise resource systems that already exist.	
18.	The system shall allow users to perform route	

	optimization by allocating closest vehicles to corresponding journeys or destination points against users' vehicle requests.	
19.	The system shall have a provision to input data on vehicle maintenance costs-vehicle per vehicle.	
20.	The system must have a feature that captures fuel issues to the vehicle and amounts of fuel per day, week, and month and per year. In addition, it should be able to generate fuel analysis reports.	
21.	The system shall allow users to record the fuel intake of a vehicle, against the under listed; <ul style="list-style-type: none"> • Quantity taken against vehicle Registration No. <ul style="list-style-type: none"> ▪ Department ▪ Time and Date ▪ Distance covered against fuel taken, and the ratios 	
B	Driver Management	
1	The system shall allow users to manage information on drivers including but not limited to; <ul style="list-style-type: none"> • Name • Driving permit details • Driving history (departments, stations) • Driving experience • Accident records, driver's health details e.g. eye sight, medical history 	
2	The system shall allow fleet supervisors receive alerts in case of drivers violating specific parameters such as speed, routes, destination points, etc	
3	The system shall users to determine the driver of a particular vehicle at any given time on a map.	
4	The system shall allow driver monitoring throughtrip initiation and end time with mileage, idling and stop time, maximum speeds and number of over speed events.	

5	The system shall allow fleet supervisors and managers to send instructions to drivers through email and SMS.	
C	Reporting	
1	The system shall have a comprehensive integrated and dynamic report generator. At the expiry of the contract period, the service providers shall be required to provide reports pertaining to management of the vehicle during the contract period.	
2	The system should be able to EXPORT DATA to INTEGRATE WITH financial management system.	
3	The system should be able to export and process report on various format e.g. PDF, XLS etc.	
4	The system shall provide a detailed report on start and stop times of all the trips of vehicles with their respective locations.	
5	The system shall provide a report on vehicle usage at any one instant. This report shall include Vehicle Number, staff member using vehicle, destination, time of departure, time of return.	
6	The system shall provide graphic reports on vehicle usage, distinguishing different statuses (i.e. private or official movements) with different colors.	
7	The system shall provide a report rating the vehicle and driver's performance in relation to; <ul style="list-style-type: none"> • Speed • Acceleration • Deceleration • Idle time • Revolutions Per Minute (RPM) • High speed in sharp corners 	
8	The system shall provide a report showing speed profile of a vehicle in one-minute interval e.g. maximum speed.	

9	Reports must be complete with all data properly displayed.	
10	The system shall provide reports/presentations on accidents showing; <ul style="list-style-type: none"> ▪ Location/Scene of the accident ▪ Time and date of accident 	
	<ul style="list-style-type: none"> ▪ Recorded events five (5)minutes before the accident ▪ Speed by the time of the accident ▪ Incorporated accident police reports, as well as insurance 	
D	Cross cutting functionality	
1	The system shall possess the capacity for users to generate new reports with ease using existing functionality without recourse to the vendor. The system shall provide a reporting infrastructure that allows users to connect to multiple data sources, quickly develop, publish, and disseminate reports for information collaboration within the Authority.	
2	All data stored within the system shall be accessible via the available reports (except data that should not be shown for security reasons). That is, if data exists there must be the ability to view it on some report or another.	
3	All reports shall be designed for printing and flexible to allow a user to select a desired paper size and orientation.	
4	The system shall expose its services using Service Oriented Architecture to enable extensibility and reuse.	
5	The system shall log all activities performed by users and these logs should be easily accessible by the privileged users.	
6	No reports shall be capped to a maximum number of pages. Report pages shall depend on the size of data to avoid omitting data from a report.	
7	All reports shall show an “end of report” line at the bottom. This will enable the recipient of a	

	Report to tell if it is incomplete.	
8	All reports shall show on each page the total number of pages in the report. The intention of this is to allow the recipient to tell whether some page/s/is/are missing (when read in conjunction with the page number). D 1 of 7.	
9	All reports shall adhere to a standard layout, which includes headings and trailers (footers). This layout shall allow for branding by the Authority logo in headings.	
10	Every report shall show all parameters used to control its generation. That is, it shall be possible to see which selection criteria were used.	
11	The system shall allow a user to assign individuals a role to perform defined tasks.	
12	The system shall allow an administrative user to define the limits and privileges of each role.	
13	The system shall possess the capacity to track versions of all documents, files, or records it generates.	
14	The system shall allow authentication and authorization to be controlled both at Active Directory level and at application level.	
15	Get actual vehicle location	
16	Set maximum speed for the vehicle	
17	Start and stop vehicle (engine immobilizer)	
18	Set the vehicles area of operation	
19	Get daily mileage report	
20	Give fuel usage reports including fuel siphoning	
21	Get the vehicle speed	
22	Get low battery alerts	
23	Get over speeding alerts	
24	SOS emergency button	
26	Get user name and password to log into the website	
27	Access real time reports on mobile phone, lap tops, tablets etc.	
28	Create different user accounts with different rights and access	

29	Get alerts of fatigue driving, parking alarm etc.	
30	View different vehicle tracking maps	
31	Latest GPS Technology	
31	Real time visibility in remote areas	
32	Integration capability with all other ERP systems	
33	24hour support service	
	Training	User training Hands on instructor
		on system administration training to a minimum of ten (10) technical staff on the proposed Encryption solution
		Bidders must provide training details such as training modules, number of training days.
		User manuals
34	Authorization letter	Provide a manufacturer's authorization letter from the developers of the system
35	Training	User training Hands on instructor on system administration training to a minimum of ten (10)technical staff on the proposed Encryption solution

SECTION V – SCHEDULE OF REQUIREMENTS

Delivery schedule (shipment) In Weeks/months from _____

No	Item description	Qty.	Delivery period	Unit Cost Kshs	Total Cost Kshs
1	Supply, delivery and installation of vehicle and fleet tracking system	21			
2	Cost of annual software updates, and maintenance of 21 vehicles for a period of three (3) years with a warranty for the first year	3 years	Annually		
	Total cost (Kshs) inclusive of VAT to (be carried to Form of Tender)				

SECTION VI - PRICE SCHEDULE FOR SERVICES

Name of tenderer _____ Tender Number _____ Page _____ of _____

No	Item description	Qty. estimated	Unit cost Kshs. VAT	Total cost Kshs. Incl. VAT
1	Supply, delivery and installation of vehicle and fleet tracking system	21		
2	Cost of annual software updates and annual maintenance of 21 vehicles for a period of three (3) years with a warranty for the first year	3 years		
	Total cost (Kshs) inclusive of VAT to be carried to Form of Tender			

Signature of tenderer _____

SECTION VII- STANDARD FORMS

1. Form of Tender
2. Contract Form
3. Confidential Questionnaire Form
4. Tender Security Form
5. Performance Security Form
6. Bank Guarantee Form
7. Notification of Intention to Award
8. Litigation History Form
9. Integrity Declaration
10. Anti-Corruption Declaration
11. Dealership/Manufacture Authorization
12. Form RB1

FORM 1

FORM OF TENDER

Date_____

Tender No._____

To... [Name and address of procuring entity]
Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos... *[insert numbers]*, of which is hereby duly acknowledged, we, the undersigned, offer to provide..... *[description of services]* in conformity with the said tender documents for the sum of..... *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20

Name *[In the capacity of]* *[signature]*

Duly authorized to sign tender for and on behalf of _____

FORM 2

CONTRACT FORM (TO BE SIGNED BY THE WINNING TENDERER AND KR)

THIS AGREEMENT made theday of.....20
between..... [Name of procurement entity] of[country of
Procurement entity] (hereinafter called “the Procuring entity”) of the one part and
.....[name of tenderer] of[city and country of tenderer]
(hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares.
Viz..... [brief description of materials and spares] and has accepted a
tender by the tenderer for the supply of those materials and spares in the sum of [contract
price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

FORM 3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a),2(b), or 2(c) Which ever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.Part _____General:

Business Name.....

Location of Business Premises

..... Plot No.

..... Street/Road Postal Address

.....

Tel./No.....

Fax Email

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs:

Name of your bankers Branch

..... Part

2(a) – Sole Proprietor:

Your name in fullAge

NationalityCountry of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				
6				

7				
8				
9				
10				

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company:–

Nominal Kshs:

Issued Kshs:

Give details of all directors as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Stamp.....

FORM 4

FORM OF TENDER SECURITY

WHEREAS.....(Here in after called“ the Tenderer”) has submitted his tender dated for the supply and delivery of (Name of Contract).....

KNOW ALL PEOPLE by these presents that WE.....having our registered office at (here in after called “the Bank or a reputable insurance company ”),are bound unto..... (Hereinafter called “the Employer”) in the sum of (.....) for which payment well and truly to be made to the said Employer, the Bank or insurance company binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this..... Day of..... 2020 THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[date] _____ *[signature of the Bank or insurance company]* _____

[Witness]

[Seal]

FORM 5

PERFORMANCE SECURITY FORM (TO BE PROVIDED AFTER SIGNING OF CONTRACT)

To:..... [name of the Procuring entity]

WHEREAS.....[name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply.....[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20 _____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

_____ [date] (Amend accordingly if provided by Insurance Company)

FORM 6

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To.....[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,.....[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of[amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors _____

[name of bank or financial institution]

[address]

_____ [date]

FORM 7

NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.
4. Please note that this Notification does not constitute a Contract.
5. You will be required to give a 10% performance bond in form of a Bank Guarantee from a bank registered in Kenya, prior to Contract signing.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM 8

LITIGATION HISTORY FORM

Bidders must provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award for or against	Name of client, cause of litigation and matter in dispute	Disputed amount (current value, Kshs. equivalent)
2021			
2020			
2019			

Signature & Stamp.....

Date.....

FORM 9

INTEGRITY DECLARATION

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate Senior Corporate Officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate Senior Corporate Officer.

2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.

 - c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.

 - d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.

 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

3. Tenders which do not conform to these requirements shall not be considered.
4. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
5. Tenderers shall make available, as part of their Tender, copies of their anti- Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
6. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

FORM 10

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 62 of the PPAD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

AuthorizedSignature.....

Name and Title of Signatory.....

FORM 11

DEALERSHIP/MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS [Name of the manufacturer] who are established and reputable manufacturers of...
..... [Name and/or description of the goods] having factories at
..... [Address of factory] do hereby authorize
.....
..... [Name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tenderNo.
..... [Reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty of a period not exceeding Month(s) for the goods offered for supply by the above firm against this Invitation for Tenders.

FORM RB 1
REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN..... APPLICANT

AND.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of.....20...

REQUEST FOR REVIEW

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

- 1.
2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that:1.

2. etc

SIGNED..... (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary_____