



**AGRICULTURE AND FOOD AUTHORITY**

**TENDER DOCUMENT  
FOR**

**THREE YEARS CONTRACT FOR SUPPLY, INSTALLATION AND  
INTEGRATION OF MOTOR VEHICLE TRACKING SYSTEM.**

**TENDER NO: AFA/T/05/2019-2020**

**The Ag. Director General  
Agriculture and Food Authority  
Tea House, Naivasha Road, off Ngong Road  
P. O. Box 37962- 00100  
NAIROBI  
Tel: (+254 2) 3872421/3872497/3874445/6**

**Cell :( +254) 734 - 600994  
(+254) 722 - 200556**

**Website: [www.afa.go.ke](http://www.afa.go.ke)**

**Official email: [info@afa.go.ke](mailto:info@afa.go.ke)**

**Released date: 26<sup>th</sup> May 2020**

**Closing date: 10<sup>th</sup> June 2020**

**AGRICULTURE AND FOOD AUTHORITY**

# TABLE OF CONTENTS

SECTION I: INVITATION TO TENDER .....	3
SECTION II: INSTRUCTIONS TO TENDERERS .....	4
Appendix to Instructions to Tenderers .....	15
EVALUATION CRITERIA .....	16
SECTION III: GENERAL CONDITIONS OF CONTRACT .....	20
SECTION IV: SPECIAL CONDITIONS OF CONTRACT .....	25
SECTION V: TECHNICAL SPECIFICATIONS.....	26
SECTION VI: DESCRIPTION OF SERVICES.....	35
SECTION VII: SCHEDULE OF REQUIREMENTS AND PRICES .....	36
SECTION VIII: STANDARD FORMS.....	37
FORM OF TENDER.....	38
CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM .....	39
TENDER SECURITY FORM .....	40
<b>CONTRACT FORM</b> .....	41
PERFORMANCE SECURITY FORM .....	42
AUTHORITY GUARANTEE FOR ADVANCE PAYMENT FORM .....	43
TENDER SECURING DECLARATION FORM .....	45
SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE. ....	49
AUTHORITY GUARANTEE FOR ADVANCE PAYMENT FORM .....	51
MANUFACTURER’S AUTHORIZATION FORM .....	52

## SECTION I: INVITATION TO TENDER

Agriculture and Food Authority hereby invites from interested eligible bidders for the following tender: -

NO.	REFERENCE	DESCRIPTION	Eligibility	CLOSING	
				DATE	TIME
1	AFA/T/05/ 2019-2020	Supply, Installation and Integration of motor vehicle tracking system.	Open National Tender	Wednesday, 10 <sup>TH</sup> June, 2020	11.30 A.M

Tender document with detailed information may be viewed and down loaded from [www.afa.go.ke](http://www.afa.go.ke) and PPRA Suppliers Portal websites [www.tender.go.ke](http://www.tender.go.ke) free of charge. Duly completed Tender documents in plain sealed envelopes clearly marked the Tender Number and Name and addressed to:

**Ag. Director General Agriculture and Food Authority**  
**Tea House, Naivasha Road, off Ngong Road**  
**P. O. Box 37962 - 00100**  
**NAIROBI**

Or deposited in the Tender box located at the reception of the Tea House so as to be received on or before **10<sup>th</sup> June 2020. Late Tenders will be rejected**

Tenders will be opened a day after closing date same time to allow quarantine of the documents and appropriate sanitization to reduce spread of COVID 19.

To limit the number of bidders/representatives who wish to witness the opening ceremony the tenders will be opened at intervals for each category at the Agriculture and Food Authority Headquarters Tea House Conference Room Ground Floor.

**For further inquiries, please call: 254 20 3872421/ 3872497/ 387445/6 Cell: 254 722 200556 or 254 734 600994**

**AG. DIRECTOR GENERAL**

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## **2.4. The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Authority Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

## **2.5 Clarification of Documents**

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

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

## **2.6 Amendment of Documents**

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a Authority guarantee or a Authority draft issued by a reputable Authority located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or (b) in the case of a successful tenderer, if the tenderer fails: (i) to sign the contract in accordance with paragraph 2.27 or
- (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

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

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

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” (*day, date and time of closing*)

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (*Wednesday, 10<sup>th</sup> June 2020 at 11.30am*).

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (time, day and date of closing) and in the location specified in the Invitation to Tender.

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

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

### **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Agriculture and Food Authority.

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

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

### **2.25 Preference**

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

### **2.26 Contacting the Procuring entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

### **2.27 Award of Contract**

**(a) Post-qualification**

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**(c) Procuring entity's Right to Vary quantities**

- 2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

**(d) Procuring entity's Right to Accept or Reject Any or All Tenders**

- 2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

**2.28 Notification of Award**

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there are an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

### **2.30 Performance Security**

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Instructions to Tenderers

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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1	The eligible tenderers are firms registered in Kenya
2.2	The eligible tenderers to view the sample of the gadget at the procurement office on 2 <sup>nd</sup> floor Tea House, Naivasha Road
2.3.2	The tender document will be free when down loaded
2.11.1	All Prices to be quoted in Kenya Shillings.
<b>2.15.1</b>	Tender shall remain valid for <b>120 days</b> after the date of tender opening.
<b>2.16.1</b>	Only one “ <b>ORIGINAL TENDER and COPY OF THE TENDER DOCUMENT</b> ” will be submitted.
<b>2.16.3</b>	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.
<b>2.17.2(b)</b>	The outer envelopes shall bear the tender number and address in the Invitation to Tender and the words “ <b>DO NOT OPEN BEFORE 10th June, 2020 at 11:30am</b> ”
<b>2.18.1</b>	Tenders to be received not later than <b>10<sup>th</sup>June, 2020 at 11:30 a.m.</b>
<b>2.20.1</b>	The place of opening is as indicated in the letter of invitation to Tender.
<b>2.30.1</b>	No Performance security shall be required

## EVALUATION CRITERIA

The received tenders will be evaluated in three stages as detailed below:

Stage 1: Compliance with Mandatory Requirements

Stage 2. Technical Evaluation on Capacity to Deliver the Contract

Stage 3: The Financial Evaluation

### Stage 1: Mandatory Requirements (MR)

The following Mandatory Requirements must be met notwithstanding other requirements in the document. The non-responsive submissions will be eliminated from the entire Evaluation process and will not be considered further.

No	Requirements	Indicate the page number to find the Attachments
MR 1	Provide a copy of the company's Certificate of Incorporation/ Registration	
MR 2	Provide copy of the company's current Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening	
MR 3	Submit a copy of company CR12 or CR13 issued by registrar of companies	
MR 4	Submit a valid business permit issued by the County Government	
MR 5	Provide a fully filled form of tender in the format provided	
MR 6	Submit a fully filled price schedule in the format provided	
MR 7	Provide a fully filled Confidential Business Questionnaire as provided in the Tender Document	
MR 8	Submit tender security – a bid bond of Kshs. 100,000.00 valid for 150 days	
MR 9	Must submit Current Compliance Certificate from National Hospital Insurance Fund (NHIF).	
MR 10	Must submit Current Compliance Certificate from National Social Security Fund (NSSF)	
MR 11	Provide GSM/GPRS system type approval certification by Communications Authority	

MR 12	Provide ISO certifications for the gadget	
MR 13	Provide Manufacturers Authorization letter	
MR 14	Provide Valid Communications Authority operation license	
MR 15	Provide Satellite system type approval by Communications Authority	
MR 16	Copies of audited financial statements incorporating balance sheet (statements of financial position), profit and loss accounts (statements of comprehensive income), and cash flow statements for any consecutive two years of the last three years (2019, 2018, 2017) prepared in accordance with International Financial Reporting Standards and incorporating audit opinions issued in accordance with ICPAK regulations.	
MR 17	Must fill the Anti-corruption in the format provided	
MR 18	Must fill the Debarment in the format provided	
MR 19	A written declaration that the service provider shall comply with all labour laws and the minimum wage regulations during the entire period of the contract. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for this are <ul style="list-style-type: none"> <li>• Payment of salaries in time- there should be no complaints from your staff of delayed salaries.</li> <li>• Compliance certificates from KRA, NSSF, NHIF.</li> </ul>	
MR 20	Completed tender document serialized/ paginated from the first to the last page	

Bidders complying with all the above requirements will proceed to the second stage of technical evaluation.

## Stage 2: Technical Evaluation

Tenderers fully complying with technical specifications will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below. The non-responsive submissions will be eliminated from the entire Evaluation process and will not be considered further.

No	Evaluation Attribute	Weighting Score	Max Score(%)
T1	Evidence of experience in similar assignments with a value of at least Kshs.3M per year demonstrated by LPOs, LSOs or contracts in the last five years.	<ul style="list-style-type: none"> <li>• 2 or more clients: <b>20marks</b></li> <li>• Each client with a value of at least KShs.3m per year scores <b>(10 marks each)</b></li> </ul>	<b>30</b>
T2	Provide a list of 3 Major clients where the company has provided similar services in the last 3 years.	3 or more clients: <b>10%</b> Others prorated at: $\frac{\text{Number of client's} \times 3}{3}$	<b>10</b>
T3	Provide education qualifications and number of key full time implementers of the project and their CVs for at least 5 key staff	5 or more qualified staff with professional certificates: Team leader with - Masters in IT, MBA, Engineering At least 4 Dip in IT, Electrical, Automotive or Mechanical Engineering for technical staff	<b>15</b>
T4	Service Network	Dealerships or offices or agents in at least 10 counties spread across the country. 10 counties -20Marks	<b>20</b>
T5	ii) Average annual turnover for the last two years	Turnover of Kshs.6M - <b>10 marks</b> below Kshs.6M - <b>5 marks</b>	<b>10</b>
T6	<b>Physical Facilities:</b> Provide details of physical address and contacts – attach evidence	Details of physical address contacts with copy of either lease document or latest utility bills	<b>5</b>
	Indicate methodology of implementation and administration of the system	Provide a well tabulated information	<b>5</b>
T7	Indicate installation/implementation schedule for the units (time frame)	Provide Schedule	<b>5</b>
	<b>Total</b>		<b>100</b>

Only tenderers that **score 75% and above** on the above Technical Evaluation will qualify for Financial Evaluation.

### **Stage 3. Financial Evaluation**

Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids.

Bidder scoring a total of 75% and above in the Technical evaluation will be subjected to the Final stage of financial evaluation.

The award will be to the lowest evaluated bidder who is financially responsive.

Itemize and cost all components required in the implementation of the System.

<b>NO</b>	<b>Name of Client</b>	<b>Summary of Services</b>	<b>Value of Contract</b>	<b>Contract period</b>	<b>Address Telephone of contact persons</b>	<b>Remarks</b>

## **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 Authority guarantee or an irrevocable letter of credit issued by a reputable Authority located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

### **3.8 Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises of the tenderer or its subcontractor(s), all reasonable

facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

### 3.9 Packing

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

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

### **3.10 Delivery and Documents**

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

### 3.11 Insurance

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

### **3.12 Payment**

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

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

### **3.13 Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract
  - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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.

Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.1 (b)	<i>The contract price will be in Kenya Shillings</i>
3.7	No performance security shall be required for this tender
3.12	The method and conditions of payment to the bidder under this contract shall be as follows: (i) payment for the Goods/services shall be made in Kenya shillings upon certified deliveries (ii) there shall be no advance payment under this contract (iii) Payment will be made by the Authority, within thirty (30) days after submission of an invoice and a statement or claim by the bidder.
3.13.1	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Authority
3.18	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law
3.19	The laws of Kenya shall apply

## SECTION V: TECHNICAL SPECIFICATIONS

### Technical Evaluation on Specifications of the Software

#### Technical specifications for the installed/ existing units

Category	Technical Specification	Current System
System Type	GPS/GPRS Fleet Management and Tracking System	GPS/GPRS Fleet Management and Tracking System
	Make	EDT-Smartlog4/UU3
	Country of origin	Israel
	Server IP domain	Commv3.worldfleetlog.com
	Mobile app	World Fleet
	<p><b>GSM/GPRS</b>  Supports Quad-band GSM/GPRS with SIM card  WCDMA 2100/900MHz(T5320E); WCDMA 2100/850MHzInterface: RS-232; Power Supply: 5-30 VDC; Sensitivity: -106 dBm (nominal); Supports 1.8V and 3.0V SIM Cards  Supports user-initiated wake-up call and user-initiated SMS commands to activate or deactivate alerts</p> <p><b>Satellite Modem</b>  Supports Iridium Network  Automotive grade (operating temperature range: -40° C to + 85° C) device with CE, FCC and Canadian regulatory certifications  Supports automatic fallback when GSM/GPRS network is not available  Supports user-defined message size to save operating costs</p> <p><b>GPS Receiver</b>  Receiver Type: 50 Channels GPS GALILEO Open Service L1 frequency  Supports antenna disconnect and short circuit detection  Acquisition: Cold starts: 27 s, Aided start: 3 s, Hot start: 1 s  Supports integrated short-circuit detection and antenna shutdown  Navigation update rate up to 5 Hz (ROM version), 2 Hz (Flash)  Power consumption: 114 mW</p> <p><b>Memory</b>  MCU: PIC24FJ256GA110T-I/PTi; 16 Kbyte SRAM; 256 Kbyte FLASH  EEPROM: 25LC512-I/SN; 512 kBit  Flash: M25PE80-VMN6TG; 8 Mbit</p> <p><b>Input/Output</b>  4 external digital inputs, in addition to tampering  SOS push button  Ignition switch  2 external pulse inputs for Odometer and RPM  3 external analog inputs with an A/D range from 0 to 30 VDC  External digital outputs include: 3 outputs with open collector capability; 2 outputs with Totem pole or open collector capability  Configuration and firmware update via OTA or RS232  LIN Bus 1.3, 2.0, 2.1 and SAE J2602 for up to eight devices  RS-232 and RS-232 B interfaces  Dallas iButton</p>	

	<p><b>Power Supply</b>  Power Supply 12 or 24 VDC nominal [supports 9 - 48 VDC]  Backup Battery Operating Voltage and Capacity: 3.7 VDC rechargeable 2000 mA Lithium Ion-Polymer battery  Current Consumption from Vehicle Battery: Maximum (GPRS On): 128 mA; Maximum (Backup Battery Charging): 228 mA  Full Power Mode: (GPRS Off): 63 mA; Standby Mode: 2.12 mA</p> <p><b>Certifications</b>  The Corrosion Salt Mist/Fog Test &amp; Salt Spray Test: GM Worldwide Engineering Standards GMW3172, Paragraph 5.7  Dust Test: GM Worldwide Engineering Standards GMW3172, Paragraph 5.8.1  Drip Water Test: GM Worldwide Engineering Standards GMW3172, Paragraph 5.8.2  Constant Humidity (Operation) Test: GM Worldwide Engineering Standards GMW3172, Paragraph 5.6.2  R&amp;TTE Directive (1999/5/EC): Conforms with the essential requirements and other relevant requirements of the R&amp;TTE Directive (1999/5/EC)</p> <p><b>Physical Characteristics</b>  Operating temperature range: -40°C to +85°C  Operating conditions: Meets, or exceeds automotive standards for humidity, corrosion, salt mist fog test; salt spray, dust, drip water, and constant humidity under operation tests  Housing: Rugged aluminium case; Weight: 230 grams; Dimensions (L x L x H): 128 x 88 x 30 mm</p>
--	--

### Technical Specifications and Requirements for the new gadget

Category	Technical Specification
System Type	GPS/Satellite Fleet Management and Tracking System
	Make (specify)
	Country of origin (Specify)
Hosting	Web-Based
	7 X 24 hours real-time web-based tracking platform, locate the tracker on map automatically (Using both Google maps and Google Earth)
Dashboard	Vehicle current status, Current Mileage, Time Utilization, ignition status (on or off), last known position, last time updated
	Display all vehicles, Vehicle Performance, drivers performance
	Ability to filter vehicles by group and/or status
	Display select vehicle location and summarized usage
Map View	Display one or multiple vehicles location
	Ability to share vehicle location
	Display vehicle current odometer reading and Speed.
	Ability to do a trip replay/history replay upto twenty four(24) Months.

	Option to create Points of Interest(POI), Zones and territorial fence
	Ability to search for places and get directions to these locations
	Automatic map refreshes every two minutes
	Ability to show previous towns where the vehicle refueled and odometers readings
	Integration of FMTS with fuel system, spares and service maintenance locations
	Should show tank capacity, fuel levels, fuel consumed and distance covered on the map
Alarms and Alerts	For speeding above recommended limits and filtered as per vehicle categories
	Over Speed alarm/buzzer (Not cutout)
	SOS alarm ,Geo-fence alarm, low power alarm, Shake Alarm etc.
	Usage after specific time to identify questionable Use
	Idling for more than 10 minutes
	Device disconnection
	No data transmission.
	Battery disconnection
	Entering no go zones
	Leaving assigned territorial fence
	Users notification by email or SMS for alerts
	Alerts dashboard, showing a summary of alerts generated.
	Panic button (to be installed in every vehicle).
	To detect high force accidents or rollovers, system tempering, including minor ones which mostly go unreported
	Detect vehicle movements while the engine is switched off
Vehicle Service and Maintenance management module	Repair history per vehicle/Total fleet – Indicating history of all repairs replaced and detailed job description carried out on all the vehicles over a period of time.
Scheduling	Ability to create maintenance schedule for vehicles by odometer or by dates or engine hours.
	The system should trigger a maintenance service at set intervals (e.g. 1000 Km) before the actual service mileage and be able to measure service compliance
	Ability to repeat schedule daily, weekly and monthly reports

	Schedule routes and have routes deviation alerts
	Ability to view actual verses scheduled trip route
	System should maintain record for all expiries eg Driving licenses, insurance, Inspection, etc and send reminder before due date.
Reporting	Trip Report
	Fuel usage report
	Over speed report
	Graphical Fleet
	Halt Report
	Geo Fencing in/out report
	Route Deviation report
	SOS Alarm report
	Fleet Summary report
	Battery status Reports
	Summary activity report
	Stoppage report
	Excessive idling report
	Driving violations- to monitor harsh maneuvers e.g. acceleration, braking, cornering, speeding, harsh bumps and excessive idling
	Graphic presentation of specific reports
	Ad hoc reports (any other reports)
	Ability to customize the report if existing report cannot meet demand
	Ability to save reports as different report formats (Excel)
Fleet data analytics	Fleet analytics and smart interpretation of data needed for; <ul style="list-style-type: none"> <li>- Fuel usage, fraud/theft and wastage</li> <li>- Vehicles rotation based on mileage</li> <li>- Accident avoidance</li> <li>- Accident investigation</li> <li>- Fleet service and maintenance etc.</li> </ul>
Analysis	Driver ID and Score card. Provide driver behavior reports to clearly distinguish between good and bad drivers
	Keep track of all service and maintenance work
	Generate alerts for renewal reminders

Service and Maintenance	Incident and accident log
	Tyre change history log
	Insurance, driver's license reminders
	Log and import refuel data
Administration and security	Ability to limit access to selected modules
	Remote shut down vehicle immobilizer by SMS or System command
	7x24 Monitoring to ensure stable software performance
	Users to be prompted to enter/change their own password, prompt for password change, log in, and allow for password to expire after a period of time without use
	Audit trail of the user logins
	Ability to load User logo on application interface
	Ability to create different accounts for different clients, also can create different user roles for them, Create user profiles and attach appropriate user roles.
	Existing application programming interfaces (API) to enhance further integration Capability
System and User Manual(s)	User manual and help facility available on the system
	Technical system and user training Guides and manuals
	System to be able to run on MS windows, Android, Linux and Mac
Set area limitation for trackers to trigger Geo-fence alarm once enter or leave present area.	

### List of motor vehicles to be serviced in the contract

<b>LIST OF AFA VEHICLES - TRACKING GADGET INSTALLATION STATUS</b>						
---	--	--	--	--	--	--

#### VEHICLES INSTALLED WITH UNIT- FOR MAINTENANCE ONLY

No	MOTOR VEHICLE	TYPE OF MOTOR VEHICLE /	DIRECTORATE	LOCATION	Status	COMMENT
1	KCK 771U	TOYOTA FORTUNER	AFA HQ	Nairobi	INSTALLED	ONLINE
2	KCK 772U	TOYOTA HIACE D/CABIN	AFA HQ	Nairobi	INSTALLED	ONLINE
3	KCP 050K	TOYOTA HIACE S/CABIN	AFA HQ	AFA Hq	INSTALLED	ONLINE
4	KCP 060K	TOYOTA HIACE VAN	AFA HQ	Nairobi	INSTALLED	ONLINE
5	KCP 061K	TOYOTA HIACE VAN	AFA HQ	Nairobi	INSTALLED	ONLINE

6	KBR 299U	NISSAN E24	Coffee	Nairobi	INSTALLED	ONLINE
7	KCH 911Q	VOLKSWAGEN POLO	Coffee	Nairobi	INSTALLED	ONLINE
8	KCK 564U	TOYOTA HILUX D/CABIN	Coffee	Nairobi	INSTALLED	ONLINE
9	KCK 703U	TOYOTA HILUX D/CABIN	Coffee	Nairobi	INSTALLED	ONLINE
10	KCK 790U	NISSAN S/CABIN P200	Coffee	Nairobi	INSTALLED	ONLINE
11	KCK 820U	ISUZU BUS	Fiber	Nairobi	INSTALLED	ONLINE
12	KBJ 551U	TOYOTA ZRE152	Fibre	Nairobi	INSTALLED	ONLINE
13	KBR 798U	TOYOTA PRADO	Fibre	Nairobi	INSTALLED	ONLINE
14	KCP 144K	TOYOTA Single CABIN	Food Crops	Nairobi	INSTALLED	ONLINE
15	KCP796K	TOYOTA HILUX D/CABIN	Food Crops	Nairobi	INSTALLED	ONLINE
16	KAL 386U	MITSUBISHI L 200 D/CABIN	HCD	Sagana	INSTALLED	ONLINE
17	KAN 158U	MITSUBISHI L 200 D/CABIN	HCD	Narok	INSTALLED	ONLINE
18	KAN 175U	MITSUBISHI GALANT	HCD	Nairobi	INSTALLED	ONLINE
19	KAR 458L	MITSUBISHI LORRY	HCD	Nairobi	INSTALLED	ONLINE
20	KAR 467L	MITSUBISHI CANTER	HCD	Nairobi	INSTALLED	ONLINE
21	KAY 321V	TOYOTA COROLLA	HCD	Nairobi	INSTALLED	ONLINE
22	KAY 623V	TOYOTA HIACE VAN	HCD	Nairobi	INSTALLED	ONLINE
23	KAY 687V	D/MAX DOUBLE CABIN	HCD	Kabarnet	INSTALLED	ONLINE
24	KAY 692V	D/MAX DOUBLE CABIN	HCD	Nairobi	INSTALLED	ONLINE
25	KCE 152D	TOYOTA PRADO	HCD	Nairobi	INSTALLED	ONLINE
26	KCE 160D	TOYOTA HILUX D/CABIN	HCD	Nairobi	INSTALLED	ONLINE
27	KCE 340D	TOYOTA PRADO	HCD	AFA HQ	INSTALLED	ONLINE
28	KAY 322V	TOYOTA PRADO	IH- HCD	Nairobi	INSTALLED	ONLINE
29	KBG 568C	MITSUBISHI PAJERO	MPOICD	Nairobi	INSTALLED	ONLINE
30	KBR 352U	NISSAN HARD BODY D/CABIN	Nuts and Oils	Mombasa	INSTALLED	ONLINE
31	KCH 922Q	TOYOTA HILUX D/CABIN	Nuts and Oils	Mombasa	INSTALLED	ONLINE
32	KCP 132K	ISUZU D/MAX D.CABIN	Nuts and Oils	Nairobi	INSTALLED	ONLINE
33	KCP 105K	ISUZU D/MAX D/CAB	Pyrethrum	Nairobi	INSTALLED	ONLINE
34	KCP798K		Pyrethrum		INSTALLED	ONLINE
35	KAT 699X	TOYOTA SALOON	Sugar	Nairobi	INSTALLED	ONLINE
36	KAW 098Z	ISUZU PICKUP	Sugar	Nairobi	INSTALLED	ONLINE
37	KAW 148Z	TOYOTA LAND CRUISER PRADO	Sugar	Nairobi	INSTALLED	ONLINE
38	KBB 849S	MITSUBISHI S. WAGON	Sugar	Kisumu	INSTALLED	ONLINE
39	KBR 918U	ISUZU BUS/COACH	Sugar	AFA Hq	INSTALLED	ONLINE
40	KBU 004T	NISSAN S WAGON	Sugar	Nairobi	INSTALLED	ONLINE
41	KBU 104T	MITSUBISHI SALOON	Sugar	Nairobi	INSTALLED	ONLINE
42	KBU 285T	TOYOTA SALOON	Sugar	Nairobi	INSTALLED	ONLINE

43	KBU 848T	NISSAN PICK UP	Sugar	Mombasa	INSTALLED	ONLINE
44	KCE 304D	CHEVROLET SWAGON	Tea	Nairobi	INSTALLED	ONLINE
<b>NEW INSTALLATIONS</b>						
1	KAL 616U	MITSUBISHI PAJERO (DISPOSAL)	Coffee	Nairobi	NOT INSTALLED	
2	KBU 893T	TOYOTA PRADO	Coffee	Nairobi	NOT INSTALLED	
3	KCK 913U	NISSAN S/CABIN P200	Coffee	Nairobi	NOT INSTALLED	
4	KBR 797U	TOYOTA LAN25	Fibre	Siaya	NOT INSTALLED	
5	KAR 462L	MITSUBISHI CANTER	HCD	Nairobi	NOT INSTALLED	
6	KCE 163D	TOYOTA D/CABIN	HCD	Nairobi	NOT INSTALLED	
7	KCE 494D	TOYOTA PRADO	IH - Nuts and Oils	Nairobi	NOT INSTALLED	
8	KCH 396Q	CHEVROLET TRAILBLAZER	IH- Coffee	Nairobi	NOT INSTALLED	
9	KCK 658U	TOYOTA FORTUNER	IH- Fiber	Nairobi	NOT INSTALLED	
10	KCK 987U	HONDA CRV	IH- Food Crops	Nairobi	NOT INSTALLED	
11	KCH 593Q	CHEVROLET TRAILBLAZER	IH- Pyrethrum	Nairobi	NOT INSTALLED	
12	KBR 532U	TOYOTA PRADO	IH- Sugar	Nairobi	NOT INSTALLED	
13	KCE 849D	TOYOTA S.WAGON	IH- Tea	Nairobi	NOT INSTALLED	
14	KCK 660U	TOYOTA LAND CRUISER PRADO	IH- Tea	Nairobi	NOT INSTALLED	
15	KAN 653U	Toyota Hilux D/Cab	HCD	Nkubu	NOT INSTALLED	
16	KAT 475X	MITSUBISHI D/CAB	HCD	Nandi	NOT INSTALLED	
17	KAY 326V	Nissan D/Cab	HCD	Nakuru	NOT INSTALLED	
18	KAY 329V	Nissan D/Cab	HCD	Iten	NOT INSTALLED	
19	KAY 685V	D/Max Double Cab	HCD	Eldoret	NOT INSTALLED	
20	KBB 303S	TOYOTA KUN25R	AFA HQ	Nairobi	NOT INSTALLED	
21	KBB 471S	ISUZU PICK UP	Sugar	Garissa	NOT INSTALLED	
22	KBB 850S	NISSAN PICK UP	Sugar	Mombasa	NOT INSTALLED	
23	KBG 517C	KUN25 PICK UP	Coffee	Nairobi	NOT INSTALLED	
24	KBJ 176 U	NISSAN X-TRAIL	Nuts and Oils	Mombasa	NOT INSTALLED	

25	KBJ 177 U	mitsubishi pajero	Nuts and Oils	Mombasa	NOT INSTALLED	
26	KBJ 178 U	NISSAN X-TRAIL	Nuts and Oils	Mombasa	NOT INSTALLED	
27	KBJ 615U	TOYOTA KUN26R	Fibre	Kitui	NOT INSTALLED	
28	KBJ 616U	TOYOTA KUN25R	Fibre	Kabarnet	NOT INSTALLED	
29	KBJ 617U	TOYOTA KUN26R	Fibre	Kisumu	NOT INSTALLED	
30	KBJ 680U	VOLKSWAGON PASSAT	Coffee	Nairobi	NOT INSTALLED	
31	KBN 196E	TOYOTA COROLLA	Coffee	Nairobi	NOT INSTALLED	
32	KBN 228E	ISUZU PICK UP	Sugar	Kakamega	NOT INSTALLED	
33	KBN 261E	TOYOTA HILUX	MPOID	Nakuru	NOT INSTALLED	
34	KBN 524E	TOYOTA KUN25R	Tea	Mombasa	NOT INSTALLED	
35	KBN 958E	TOYOTA PICKUP	Fibre	Homa Bay	NOT INSTALLED	
36	KBN 959E	TOYOTA KUN25	Fibre	Malindi	NOT INSTALLED	
37	KBQ 671D	TOYOTA KUN26R	FIBRE	MERU	NOT INSTALLED	
38	KBQ 956D	TOYOTA ZRE 151 R	Tea	Nairobi	NOT INSTALLED	
39	KBR 799U	TOYOTA HILUX	Fibre	Bura	NOT INSTALLED	
40	KBR 800U	TOYOTA COROLLA	Fibre	Mombasa	NOT INSTALLED	
41	KBR 864 U	Nissan D/Cab	Nuts and Oils	Mombasa	NOT INSTALLED	
42	KBU 022T	ISUZU PICKUP	Sugar	Kakamega	NOT INSTALLED	
43	KBU 023T	ISUZU PICK UP	Sugar	Kisumu	NOT INSTALLED	
44	KBU 058T	ISUZU PICK UP	Sugar	Kisumu	NOT INSTALLED	
45	KBU 843 T	TOYOTA KUN25R	Tea	KERICHO	NOT INSTALLED	
46	KCD 160G	ISUZU D-MAX	Fibre	Nairobi	NOT INSTALLED	
47	KCD 161G	ISUZU D-MAX	Fibre	Nairobi	NOT INSTALLED	
48	KCD 191G	SUZUKI	HCD	Nyandarua	NOT INSTALLED	
49	KCD 192G	SUZUKI	HCD	KERICHO	NOT INSTALLED	
50	KCD 193G	SUZUKI	HCD	Nyeri	NOT INSTALLED	

51	KCD 309G	CHERRY TIGGO	HCD	Mombasa	NOT INSTALLED	
52	KCD 806G	CHERRY	AFA HQ	Nairobi	NOT INSTALLED	
53	KCE 084D	CHERRY TIGGO	HCD	Kibwezi	NOT INSTALLED	
54	KCE 085D	CHERRY TIGGO	HCD	Nairobi	NOT INSTALLED	
55	KCE 094D	CHERRY TIGGO	HCD	Nairobi	NOT INSTALLED	
56	KCE 095D	CHERRY TIGGO	HCD	Mwea	NOT INSTALLED	
57	KCE 096D	CHERRY TIGGO	HCD	Kisumu	NOT INSTALLED	
58	KCE 161D	TOYOTA D/CABIN	HCD	Bungoma	NOT INSTALLED	
59	KCE 162D	TOYOTA D/CABIN	HCD	Kisii	NOT INSTALLED	
60	KCE 303D	CHEVROLET CRUISE	Tea	Mombasa	NOT INSTALLED	
61	KBN 222E	NISSAN MINIBUS	Sugar	Nairobi	NOT INSTALLED	
62	KCH 733Q	CHEVROLET CRUISE	Sugar	Nairobi	NOT INSTALLED	
63	KCH 825Q	ISUZU D/MAX D/CAB	Sugar	Nairobi	NOT INSTALLED	
64	KCP 109K	TOYOTA HIACE VAN	Sugar	Nairobi	NOT INSTALLED	
65	KCP 133K	ISUZU D/MAX D/CAB	Sugar	Nairobi	NOT INSTALLED	

## **SECTION VI: DESCRIPTION OF SERVICES**

### **TERMS OF REFERENCE FOR A FLEET MANAGEMENT SYSTEM FOR MOTOR VEHICLES**

---

The Authority has identified her priorities that needs to be met by a suitable fleet management solution provider:

- 1. The fleet management system should provide the following functional area solutions namely: -**
  - a. Vehicle visibility and tracking management;
  - b. Route Management;
  - c. Vehicle and driver work ticket monitoring
  - d. Fuel monitoring and management;
  - e. Vehicle service, repairs and maintenance management
  - f. Recovering of stolen vehicles in Kenya and East African Region at tenderers cost.
  - g. Accident investigations
  - h. Enabling vehicle shutdowns through SMS commands from privileged users.
  - i. Reporting panic and distress from drivers through panic and distress alarm button
  - j. Offering an effective support to the Authority with regard to fleet management.
- 2. Disclose the facilities required for full operationalization of the fleet management such as space, servers, gadgets and other requirements**
  - a. Provide total cost for training, support, subscription and maintenance for contract period.
  - b. Solutions proposed must be compatible with existing ICT and related infrastructure that is used in fleet management.
  - c. Sign a confidentiality agreement
  - d. Undertake to offer fleet management system training and full training plans for administrative and technical staff drawn from procurement, ICT, ADMIN and use entities.
  - e. Demonstrate the unit downloading data once installed to signify commissioning.
  - f. Indicate methodology of implementation and administration of the system.
  - g. Commit to provide pre-installation capacity building, installation and un- installation (at end of contract period) of hardware and software respectively.
  - h. Fleet management system to run on MS windows, android, Linux and Mac

**SECTION VII: SCHEDULE OF REQUIREMENTS AND PRICES**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**PRICE SCHEDULE FOR MAINTENANCE OF INSTALLED/ EXISTING UNITS**

1	2	3	4
Item	Description	Unit	Rate (Kshs.)
	Fleet management system unit plus accessories including license		
	Monthly charges incl. but not limited to web hosting, data charges, support, maintenance		
	Total training costs		
	Other incidental costs (Specify)		
	<b>TOTAL</b>		

**PRICE SCHEDULE FOR INSTALLATION OF NEW UNITS AND MAINTENANCE**

1	2	3	4
Item	Description	Unit	Rate (Kshs.)
	Fleet management system unit installation plus accessories including license		
	Monthly charges incl. but not limited to web hosting, data charges, support, maintenance		
	Total training costs		
	Other incidental costs (Specify)		
	<b>TOTAL</b>		

Signature of tenderer \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail. Indicate all items to be costed in the price schedule.

## SECTION VIII: STANDARD FORMS

### Notes on the sample Forms

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

**FORM OF TENDER**

Date .....

Tender No. ....

To: **AGRICULTURE AND FOOD AUTHORITY**  
**P. O. BOX 37962 - 00100 NAIROBI**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, install and commission *(insert goods/service description)*.....in accordance and conformity with the said tender documents for the sum *(total tender amount inclusive of all taxes applicable in words)* .....

.....*(figures)*..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver, install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to..... percent of the Contract Price for the due performance of the Contract, in the form prescribed by Agriculture and Food Authority

4. We agree to abide by this Tender for a period of ..... *[number]* *(Please indicate validity of your tender)* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Name of Tenderer .....

Signature of duly authorized person signing the Tender .....

Name and Capacity of duly authorized person signing the Tender .....

Stamp and Seal of Tenderer.....

# CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

## Part 1 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.....
---

	<b>Part 2 (a) – Sole Proprietor</b> Your name in full..... Age..... Nationality..... Country of Origin..... Citizenship details .....																				
	<b>Part 2 (b) – Partnership</b> Given details of partners as follows <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 30%;">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>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<b>Part 2 (c) – Registered Company</b> Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 30%;">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>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	Date.....Signature of Candidate.....																				

**TENDER SECURITY FORM**

Whereas ..... [name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated..... [date of submission of tender] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”) .....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity] (hereinafter called “the Bank”) are bound unto.....

[name of procuring entity] (hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank](Amend accordingly if provided by Insurance Company)

# CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

**PERFORMANCE SECURITY FORM**

To Agriculture and Food Authority

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 an Authority guarantee by a reputable Authority 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 Authority or financial institution]*

\_\_\_\_\_

*[address]*

\_\_\_\_\_

*[date]*

**AUTHORITY GUARANTEE FOR ADVANCE PAYMENT FORM**

To Agriculture and Food Authority

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 Authority 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 .....

*[Authority 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 there under or of any of the Contract documents which may be made between the Procuring entity and the Tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid 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 Authority or financial institution]*

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

*[date]*

**LETTER OF NOTIFICATION OF AWARD**

**Agriculture and Food  
Authority P.O Box  
37962 – 00100,  
Nairobi.**

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 whose particulars appear below on the subject matter of this Letter of Notification of Award.

**TENDER SECURING DECLARATION FORM**

[The Tenderer shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Proposal Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Client]

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
  
2. I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of 2years starting on [insert date], if I am in breach of my obligation(s) under the bid conditions, because I –
  - (a) have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or
  - (b) having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
  
3. I understand that this Bid Securing Declaration shall expire if I am not the Successful Bidder, upon the earlier of:
  - (i) My receipt of a copy of your notification of the name of the successful Bidder; or
  - (ii) Thirty days after the expiration of validity of my Tender.

Signed: [insert signature of the consultant]

Dated on ..... day of ....., ..... [insert date of signing]

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE  
MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for ..... (insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
.....  
(Title) (Signature) (Date)

Bidder Official Stamp

**UNDERTAKING TO COMPLY WITH LABOUR LAWS AND WAGE REGULATION GUIDELINES.**

I, ..... of P. O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for ..... (insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract. The key indicators on compliance for this are

- Payment of salaries in time- there should be no complaints from your staff of delayed salaries.
- Procuring entity may make Impromptu request for a tac Compliance certificates from KRA and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a Compliance certificates from NSSF and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a for Compliance certificate from NHIF and the same shall be submitted within seven days.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for ..... (insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
.....  
(Title) (Signature) (Date)

Bidder Official Stamp

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, ..... of P. O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for ..... (insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (insert name of the Procuring entity) which is the procuring entity.
  
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (name of the procuring entity)
  
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender
  
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

**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 of .....20.....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 of .....20.....

SIGNED  
Board Secretary

**AUTHORITY GUARANTEE FOR ADVANCE PAYMENT FORM**

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of Authority or financial institution]

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

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

**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 tender No. .... [reference of the Tender] for the above goods manufactured by us.

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

---

[signature for and on behalf of manufacturer]

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