

**REPUBLIC OF KENYA**  
**COUNTY GOVERNMENT OF KIRINYAGA**  
**P. O. BOX 260-10304**  
**KUTUS**



**TENDER NO: CGK/ICT/OT/046/2017-2018**

**NATIONAL OPEN TENDER**

**FOR**

**DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND  
COMMISSIONING OF PERFORMANCE MANAGEMENT,  
PROJECT MANAGEMENT; MONITORING AND  
EVALUATION SYSTEM (WITH EXECUTIVE DASHBOARD)  
TENDER NO. CGK/ICT/OT/046/2017-2018**

**CLOSING DATE: WEDNESDAY 28<sup>th</sup> FEBRUARY, 2018 AT  
10.00 A.M.**

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## SECTION I – INVITATION TO TENDERERS

### REPUBLIC OF KENYA



### COUNTY GOVERNMENT OF KIRINYAGA

#### INVITATION TO TENDER

The County Government of Kirinyaga invites all eligible tenderers from for the provision of **Design, Development, Supply, Installation and Commissioning of Performance Management, Project Management, Monitoring and Evaluation System (With Executive Dashboard) TENDER NO. CGK/ICT/OT/046/2017-2018**

Interested and eligible Candidates may obtain further information and inspect the tender documents at The County Headquarters, 1<sup>st</sup> Floor Room 123 during normal working hours.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain **valid for a period of 120 days** from the closing date of the tender.

Tenders must be accompanied by a **Bid Security of Kshs 500,000.00 from a reputable bank or insurance firm approved by PPRA** valid for an **additional 30 days beyond the Tender validity period.**

Completed tender documents, **both Technical and Financial proposals in separate envelopes**, all enclosed in plain sealed envelope, marked with the tender number, shall be addressed to:-

**The County Secretary,  
County Headquarters,  
P.O Box 260 – 10304,  
Kutus.**

and be deposited in the tender box provided at the County Headquarters, 1<sup>st</sup> Floor, Kutus, so as to be received on or before **Wednesday 28<sup>th</sup> February, 2018 at 10.00 AM**

Tenders will be opened immediately thereafter in the presence of the tenderer's representatives who choose to attend the opening at The County Headquarters, 3<sup>rd</sup> Floor, Conference Room.

**HEAD, SUPPLY CHAIN MANAGEMENT.  
FOR: COUNTY SECRETARY**

## **SECTION II – INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the 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 tender documents.
- 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 unless where specially allowed as per the PP&AD Act.
- 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 services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

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

### **2.3 Contents of tender documents**

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form

- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

## **2.4 Clarification of Documents**

2.4.2 A prospective candidate making inquiries of the tender documents may notify the Procuring entity in writing or by post, fax or email at the 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 no 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 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

## **2.5 Amendment of documents**

2.5.2 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 the prospective tenderer, may modify the tender documents by issuing an 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 tender**

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**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers 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 Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.6 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.

2.12.7 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 30 **or**
  - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after 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 nonresponsive.

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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 Format and Signing of Tender

2.14.1 The tenderer 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.

2.14.2 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 unamended 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 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. 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 to tender and the words:  
“DO NOT OPEN BEFORE **Wednesday, 28<sup>th</sup> February, 2018 at 10.00 AM at 10.00 am**”

2.15.3 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”. —

2.15.4 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 tender’s 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 no later than **Wednesday, 28<sup>th</sup> February, 2018 at 10.00 AM at 10.00 am**

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 6, 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 in 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 tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s 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 cable, 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 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 2.12.7.

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

2.17.6 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderer's representatives who choose to attend, at **Wednesday, 28th February, 2018 at 10.00 AM at 10.00 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the 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 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.

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 securities 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 may be 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 nonconformity 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 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.
- 2.20.5 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 a 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 comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 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 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 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 a 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.

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

2.22.6 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.

## **2.23. 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 Award of Contract**

## **a) Post qualification**

2.24.1 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.

2.24.2 The determination will take into account the tenderer's 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 2.1.2, 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.

## **b) Award Criteria**

2.24.3 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.

2.24.4 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 tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 Procuring entity's Right to Vary quantities**

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

## **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.

## **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 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **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 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 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.

2.29.2 Failure of 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 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.

2.28 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;

2.30.2 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 THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenderers: Open to all tenderers
2.4.1	<p>The address for clarification of Tender documents is Attention:</p> <p><b>The Director Supply Chain Management, County Government of Kirinyaga, PO Box 260 – 10304, Nairobi, Kenya</b></p>
2.6.1	The Language of all correspondence and documents related to the Tender is: <b>English</b>
2.9.3	The prices shall be <b>FIXED</b>
	Alternative Tenders to the requirements of the Tender documents will <b>Not be permitted</b>
2.10.1	Prices shall be quoted in <b>Kenya Shillings</b>
2.11.2	<p>Specify the evidence and information required.</p> <ul style="list-style-type: none"> <li>● <b>Brochures and catalogues.</b></li> <li>● <b>Tenderers must attach copies of certificate of Incorporation/Registration</b></li> <li>● <b>Valid Tax Compliance Certificate</b></li> <li>● <b>Manufacturer Authorisation</b></li> </ul> <p><b>This shall be a two envelope bid marked;</b></p> <ul style="list-style-type: none"> <li>● <b>Technical Proposal</b></li> <li>● <b>Financial Proposal</b></li> </ul>
2.12.2	The Tender Security shall be; <b>N/A</b>
2.13.1	The Tender validity period shall be <b>120 days.</b>
2.14.1	<p>The number of copies of the Tender to be completed and returned shall be: <b>One (1) original and two (2) copies.</b></p> <p><b>Technical Proposals shall be sealed in separate envelopes and clearly marked “Technical Proposal”.</b> <b>The financial proposals should be sealed separately and clearly marked “Financial Proposal”</b></p> <p><b>All the proposals should be in one envelope clearly marked the Tender Number without any indication of the name of the bidder.</b></p>

	<ul style="list-style-type: none"> <li>● <b>Technical proposal – original and 2 copies</b></li> <li>● <b>Financial proposal – original and two copy - financial proposal shall include:</b> <ul style="list-style-type: none"> <li>▪ <b>Price schedule, and</b></li> <li>▪ <b>Form of tender.</b></li> </ul> </li> </ul> <p><b>N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive.</b></p>
2.16.1	<p><b>Tender shall be submitted to</b></p> <p><b>The County Secretary, County Government of Kirinyaga, PO Box 260 – 10304, Kutus.</b></p> <p>The deadline for bid submission is:</p> <p>Date: <b>Wednesday, 28<sup>th</sup> February, 2018</b></p> <p>Time: <i>10.00am local time</i></p>
2.18.1	<p><b>The Tender opening shall take place at:</b></p> <p><b>County Government of Kirinyaga Headquarters, Kutus, 3<sup>rd</sup> Floor, Conference Room.</b></p> <p>Date: <b>Wednesday, 28<sup>th</sup> February, 2018</b></p> <p>Time: <i>10.00am local time.</i></p> <p><b>Only the technical Proposals</b></p>
2.20.1	<p><b>The Preliminary evaluation shall be mandatory:</b></p> <p>The evaluation shall adopt <i>YES/ No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents;</p> <ul style="list-style-type: none"> <li>● <b>A copy of certificate of registration / incorporation</b></li> <li>● <b>A copy of valid tax compliance certificate</b></li> <li>● <b>Confidential Business Questionnaire (duly filled)</b></li> <li>● <b>Statutory &amp; Other Mandatory Documents – PAGE 42</b></li> </ul> <p><b>AT THIS STAGE, THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</b></p>

	<p><b>The following must be attached in the financial proposal.</b></p> <ul style="list-style-type: none"> <li>● 1 original and two copies of financial proposals</li> <li>● Filled, stamp and sign the form of tender indicating tender validity period of <b>120 days</b> and total tender sum.</li> <li>● Fully Filled and Signed Price Schedule</li> </ul>
2.22.1	<p><b>Evaluation and Comparison of Tenders (Technical Evaluation)</b></p> <p><b>Evaluation and Comparison of Tenders</b></p> <p>The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.</p> <p><u>Selection Process</u> Quality Cost Based Selection</p> <p><b>STEP 1: Preliminary evaluation</b></p> <p>This will be an elimination stage which will be done as per paragraph 2.20.1 above</p> <p><b>STEP 2: Technical Evaluation</b></p> <p>Tenderers will be required to provide technical details on their product that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation</p> <ul style="list-style-type: none"> <li>● <b>Technical Evaluation Shall be as per the criteria provided in the Terms of Reference</b></li> </ul> <p>Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.</p> <p><b>STEP 3: Financial Evaluation</b></p> <p>The financial submissions of the required services will be divided by the lowest bidder's financial quote to determine the financial score of each bidder using the formulae below:</p> <p><b><math>S_f = 100 \times \frac{F_m}{F}</math></b> where: <math>S_f</math> is the financial score; <math>F_m</math> is the lowest priced financial proposal and <math>F</math> is the price of the proposal under consideration.</p> <p>Proposals will be ranked according to their combined technical (<math>S_t</math>) and financial (<math>S_f</math>) scores using the weights (<b><math>T</math> = the weight given to the Technical Proposal as 80% : <math>P</math> = the weight given to the Financial Proposal as 20%</b>)</p>

**Combined Technical and Financial scores is: :-  $S = S_t \times T\% + S_f \times P\%$**   
 Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$ =the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + p = 1$ )

Weighting

$T = 0.8$

$P = 0.2$

**The table below summarises the overall evaluation process and the proposed weighting of each stage.**

AREA RATING	RATING/SCORE
STEP 1: Preliminary evaluation	Elimination
STEP 2: Technical Evaluation	80
STEP 3: Financial Evaluation	20
Combined Technical and Financial Score	100

2.24.1	<b>Post – qualification shall “be undertaken”</b>
2.24.3	<b>Award Criteria: The bidder with the highest combined technical and financial score shall be considered for award after negotiations with the supplier.</b>
2.29.1	Particulars of performance security if applicable.- <b>N/A</b>

## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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 services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

### 3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### 3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### 3.5 Patent

#### Right's

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 services under the contract or any part thereof .

### 3.6 Performance

#### Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 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.

3.6.3 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) A bank guarantee.
- b) Such insurance guarantee approved by PPRA.
- c) Letter of credit.

3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations **under this Contract**.

### **3.8 Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

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.

### **3.10 Termination for Default**

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 provide any or all of the services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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.

### **3.13 Termination for convenience**

3.13.1 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.

3.13.2 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.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

The contractor 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.

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

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

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



## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: N/A
3.8	Payments will be specified on the Contract Document
3.9	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes: <b>Arbitration</b>
3.17	Specify applicable law. <b>Laws of Kenya</b>
3.18	Notices shall be addressed and delivered to: <b>The County Secretary, County Government of Kirinyaga, PO Box 260 – 10304, Kutus.</b>

## SECTION V – SCHEDULE OF REQUIREMENT



### TERMS OF REFERENCE (TOR)

For

**Performance Management, Monitoring and Evaluation System  
(With Executive Dashboard)**

For

**COUNTY GOVERNMENT OF KIRINYAGA**



### Foreword

The legal mechanisms spelt out in the Constitution of Kenya, have necessitated the development of Performance Management, Monitoring and Evaluation (M&E) systems for county governments. The Constitution requires adherence to principles of good governance and transparency in the conduct and management of public programmes/projects. For devolution to succeed in Kenya, county and national governments are united, in the recognition that performance monitoring and evaluation are pivotal development and service delivery tools for leaders at all levels. Thus the

focus of both county and national governments is increasingly on development results and how they can best be measured.

The County Department of Finance, Economic Planning & ICT and the Office of **H.E Governor Anne Waiguru** are committed to ensuring excellence in performance management for public service delivery. By coordinating our efforts, The Department intends to accelerate progress in the county Government of Kirinyaga to achieve a high quality of life for all Kirinyaga Citizens. The Department also intends to create a strong feedback mechanism that will regularly provide county residents with good quality and timely monitoring and evaluation (M&E) information regarding implementation progress of flagship development projects and programmes.

These guidelines and concept framework are primarily intended to assist in the design and implementation of M&E System, plans for the policies, projects and programmes in the Sessional Paper 2032 (Mountain Cities Blueprint)/County Integrated Development Plan (CIDP) being implemented in Kirinyaga County.

This County Integrated Monitoring and Evaluation System with Executive Dashboard (CIMES) Concept framework has been developed after extensive consultations and dialogue with relevant stakeholders.

## Abbreviations

<b>ADP</b>	Annual Development Plan	<b>KNBS</b>	Kenya National Bureau of Statistics
<b>APR</b>	Annual Progress Report	<b>LFM</b>	Logical Framework Matrix
<b>CIMES</b>	County Integrated Monitoring And Evaluation System	<b>M&amp;E</b>	Monitoring and Evaluation
<b>CAMERs</b>	County Annual Monitoring and Evaluation Reports	<b>MCA</b>	Member of County Assembly
<b>CGA</b>	County Government Act 2012	<b>MDGs</b>	Millennium Development Goals
<b>CAMER</b>	County Annual M&E Report	<b>MDP</b>	Ministry of Devolution and Planning
<b>CAPER</b>	County Annual Public Expenditure Report	<b>MED</b>	Monitoring and Evaluation Department
<b>CIDP</b>	County Integrated Development Plan	<b>MTP</b>	Medium Term Plan
<b>CEC</b>	County Executive Committee	<b>NIMES</b>	National Integrated Monitoring And Evaluation System
<b>CoB</b>	Controller of Budget	<b>OAG</b>	Office of the Auditor General
<b>CoDC</b>	County Development Committee	<b>PC</b>	Performance Contract
<b>CoG</b>	Council of Governors	<b>PFMA</b>	Public Financial Management Act (2012)
<b>CoK</b>	Constitution of Kenya	<b>PMS</b>	Performance Management System
<b>CoMEC</b>	County Monitoring and Evaluation Committee	<b>PSDU</b>	Public Service Delivery Unit
<b>CoMEO</b>	County Monitoring and Evaluation Officer	<b>SMEC</b>	County Monitoring and Evaluation Committee
<b>CRA</b>	Commission on Revenue Allocation	<b>SCoMER</b>	Sub-County Monitoring and Evaluation Report
<b>CSO</b>	Civil Society Organization	<b>SDGs</b>	Sustainable Development Goals
<b>EMIS</b>	Education Management Information System	<b>SDS</b>	Service Delivery Secretariat
<b>HMIS</b>	Health Management Information System	<b>SMER</b>	Sector Monitoring and Evaluation Report
<b>ICT</b>	Information and Communication Technology	<b>TOC</b>	Technical Oversight Committee
<b>IFMIS</b>	Integrated Finance Management Information System	<b>WaMER</b>	Ward Monitoring and Evaluation Report
		<b>ViMER</b>	Village Monitoring and Evaluation Report

This Conceptual Framework and guideline deals with a range of concepts and terms which may need clarification for those unfamiliar with the process of designing a programme or project monitoring and evaluation system. The definitions and concepts offered below are mainly those used by the Department of Finance, Economic Planning Section.

1. **Monitoring:** Monitoring is the process of collecting, analyzing, and reporting data on a project or programme's inputs, activities, outputs, outcomes and impacts, as well as external factors to track whether actual investment programme results are being achieved. These data, when analyzed, pinpoint progress or constraints as early as possible, allowing managers to adjust project or programme activities as needed. Monitoring aims to provide managers, decision makers and other stakeholders with regular feedback on progress in the implementation of activities specified in the development plans.
2. **Evaluation:** Evaluation is a systematic and objective assessment of an ongoing or completed project, programme or policy, its design, implementation and results. An evaluation determines the relevance and fulfillment of objectives, efficiency, effectiveness, impact and sustainability. Evaluation is linked to monitoring. Monitoring provides the basis for evaluation, which involves answering two questions: "Has the project or programme activity met its objectives?" and "What accounts for its level of performance?" Evaluation tells managers whether project/programme activities are moving toward or away from project/programme objective or management goals, and why. It provides lessons learnt and recommendations for future improvements.
3. **Indicators:** An indicator is a measure that can be used to monitor or evaluate an intervention. Indicators can be quantitative (derived from measurements associated with the intervention) or qualitative (entailing verbal feedback from beneficiaries).
4. **Performance vs. Impact Indicators:** Project or programme monitoring and evaluation, involves two kinds of indicators: implementation performance indicators (project/programme inputs and outputs) and project impact indicators (achievement of objectives in relation to socio-economic development). Implementation performance indicators measure the progress in securing project inputs and delivering project outputs against set targets, while project impact indicators measure the consequence (the "So what") of implementation.
5. As will be observed in a subsequent section of this document, M&E revolves around a number of other key elements:
  - (a) **Inputs:** Inputs are all the resources that contribute to the production of service delivery outputs. Inputs are "what we use to do the work". They include finances, personnel, equipment and buildings.
  - (b) **Activities:** These are the processes or steps one takes to reach the project's or programme's objective. They are written in the sequence or

order in which they will be implemented. Each activity completed brings one closer to achieving the project objective.

- (c) **Outputs:** These are the final products, goods or services produced for delivery. Outputs may be defined as “what we produce or deliver”.
- (d) **Outcomes:** The medium-term results for specific beneficiaries which are the consequence of achieving specific outputs. Outcomes should relate clearly to the County’s strategic goals and objectives as set out in its plans. Outcomes are “what we wish to achieve”. Outcomes are often further categorized into immediate/direct outcomes and intermediate outcomes.
- (e) **Impacts:** Impacts are about “how we have actually influenced the citizenly and target groups”. The results or consequences of achieving specific outcomes, such as reducing poverty or creating jobs.
- (f) **Results:** are the outputs, outcomes, or impacts, intended or unintended, positive or negative of a development intervention. County Government of Kirinyaga will only encourage results that support sustainable improvement in the county’s outcomes bringing real positive changes in poor people’s lives

## 1. INTRODUCTION

### 1.1 Background

County governments were established in March 2013 after the first general elections under the new Constitution of Kenya. The constitution requires county governments to plan and budget for the delivery of goods and services under their mandate. Thus, among every county's first tasks is the preparation of the following plans, to guide expenditure and investment programmes within the county:

- i. County Integrated Development Plan (CIDP)
- ii. County Sectoral Plans (CSP)
- iii. County Performance Management Plans (CPMP)
- iv. County Spatial Plan
- v. Cities and Urban Area Plans.

These plans are interrelated as they deal with different aspects of county development. Annual budgets are to be based on the approved plans by the respective county assemblies. These guidelines are mainly directed to the monitoring and implementation of programmes and projects outlined in CIDP, Constituency Development Fund (CDF) and other devolved funds as well as priority government and private sector priority investment programmes being undertaken within the county.

The CIDPs are prepared according to the County Governments Act (2012) and CIDP Guidelines (July 2013). The CIDP preparation is expected to be participatory in nature and to address all aspects of governance.

This is guided by the principles of integrating national values in all projects planning and implementation processes; linking priority county investment programmes to the Kenya Vision 2030 and its Medium Term Plans (MTP); aligning county financial and institutional resources to agreed policy objectives and programmes; unification of planning, budgeting processes; undertaking regular CIDP implementation progress and performance reviews; and promoting public participation in preparation and implementation of government development programmes and projects.

In addition to CIDP, every county must develop an annual development plan (ADP) and annual fiscal strategy during the CIDP period. The CIDP and ADP should integrate the projects and services of devolved and un-devolved functions, as well as the projects and services of CDF, other devolved funds and non-government organizations undertaking investment programmes within the county. These guidelines mainly refer to the monitoring and evaluation of the CIDP, Constituency Development Fund (CDF), other devolved funds as well as programmes and projects that are funded by development partners and other key stakeholders with investment programmes within a county.

County Government of Kirinyaga has undertaken development planning since inception of devolution in Kenya. However, due to the non-existence of an integrated monitoring and evaluation (M&E) system, execution of the development plans over the first five years of devolution has been weak.

- i. Complaints of non-implementation, or non-completion, of highly ambitious projects are common.
- ii. Information collection, analysis and reporting of results are undertaken in an ad hoc manner.
- iii. Decision-making and feedback at the local level is seldom based on verifiable evidence in the absence of a comprehensive M&E system.

## **1.2 Objectives of the M&E System with Executive Dashboard**

- a) A County Integrated Monitoring and Evaluation System (CIMES) for a County is an observation system for County Governor, County Executive Committee Members and other senior management staff within a county. It verifies whether the activities of the county's priority project or programme are happening according to planning timelines and targets presented in the Sessional Paper 2032(Mountain Cities Blueprint)/ County Integrated Development Plan (CIDP); and whether resources are being used in a correct and efficient manner.
- b) Disseminating M&E results can raise awareness of a county's programme and projects among the general public and help build positive perceptions about the county's leadership; and this may lead to increased resource allocation towards the well performing counties.
- c) The system will supply the county with a regular flow of information throughout the course of CIDP programme implementation, to make it possible to detect changes in status and utilization of resources allocated to CIDP priority projects or programmes.
- d) The system will save time, effort and cost, while ensuring effective development and service delivery.
- e) The system will ensure priority projects are monitored and managed simply and effectively.
- f) The system will help align the political leadership and service delivery for the benefit of citizens.
- g) The system will help deliver the county CIDP and the national vision as results that citizens of Kirinyaga feel.

## **1.3 Current Status of County M&E Systems**

The Directorate of Economic Planning in the Department of Finance is responsible for coordinating all County Government Monitoring and Evaluation (M&E) activities.



Currently, the department has been experiencing a lot of challenges dual the use of manual Monitoring and evaluation system which is ineffective and inefficient resulting to un informed decision making and untimely delivery of unreliable reports.

To be able to execute their duties effectively, The Department intends to develop the County Integrated Monitoring and Evaluation System (CIMES) with Executive Dashboard and at the same time develop mechanisms and capacity for working with the various entities involved with data collection and analysis.

The Department will provide leadership and coordination of the CIMES by ensuring that two vital sources of M&E information, namely;

- i. Annual Progress Reports (APR) on the Medium Term Plan of Sessional Paper 2032 , and the
- ii. Annual Public Expenditure Review (PER), are produced satisfactorily and on time.

The proposed system (CIMES) will be used as a mechanism for tracking implementation progress for projects and programmes outlined in the MTP. CIMES will provide information that is used to prepare APRs on implementation of MTPs. Each APR evaluates performance against benchmarks and targets that are set for each year for various sectors in the MTP. It will provide important feedback to policy makers and the general public on the county government's performance progress towards achieving various economic and social developmental policies and programmes set out in the MTP.

#### **1.4 Justification of Implementing a County M&E System**

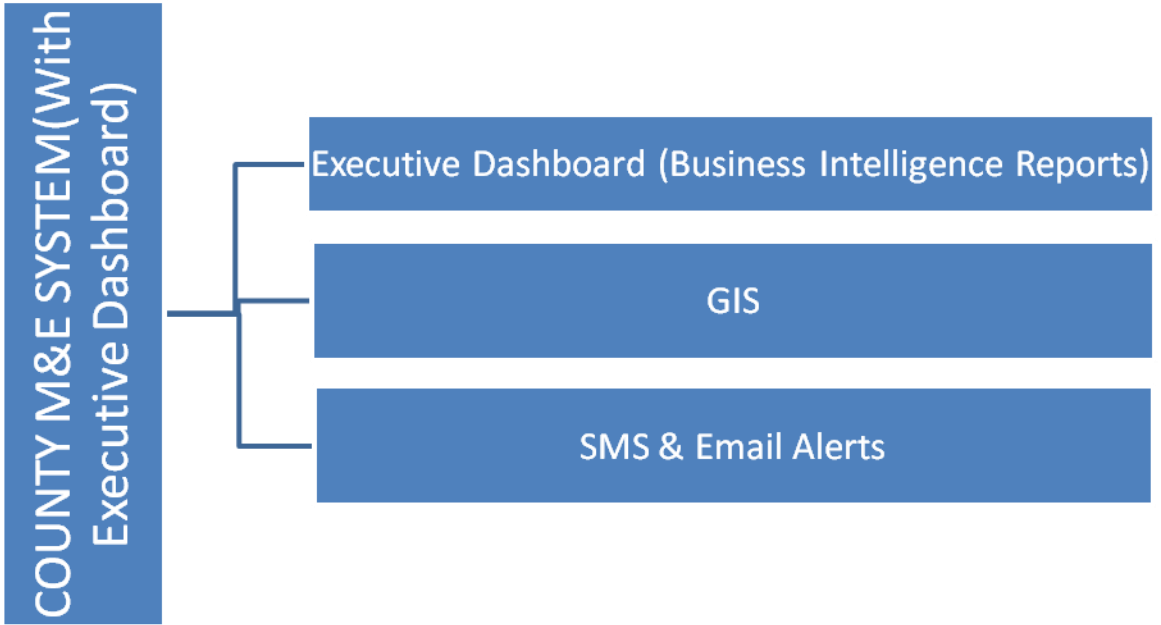
- i. To ensure the availability of timely and reliable data on economic growth and poverty reduction and on projects and programmes being implemented in the main sectors (education, health, roads and water supply) of rural development.*
- ii. To track implementation progress for investment programmes outlined in the MTP and CIDP and other projects and programmes financed by devolved funds, development partners and CSOs.
- iii. This M&E system will include important social and economic indicators as well as targets used to monitor the Sustainable Development Goals (SDGs) and key indicators related to economic growth, poverty, education, health and infrastructure activities that are being implemented at county.
- iv. The system will track progress towards the achievement of the policies, projects and programmes outlined in each CIDP
- v. Analysis of System results will demonstrate whether the resources spent on implementing CIDP investment programmes are leading to the intended outcomes, impacts and benefits for the county population
- vi. The System will also provide essential feedback to the county budgetary allocation and execution processes, thereby ensuring that future county budget preparation and execution processes are tailored towards maximizing their impact on achieving CIDP targets

- vii. The system will also serve as a vehicle for building partnerships within county governments, the private sector, civil society and external development partners
- viii. The system will also improve stakeholder communication and help in building agreement on desirable poverty reduction outcomes and strategies

## PRE- MONITORING & EVALUATION ACTIVITIES



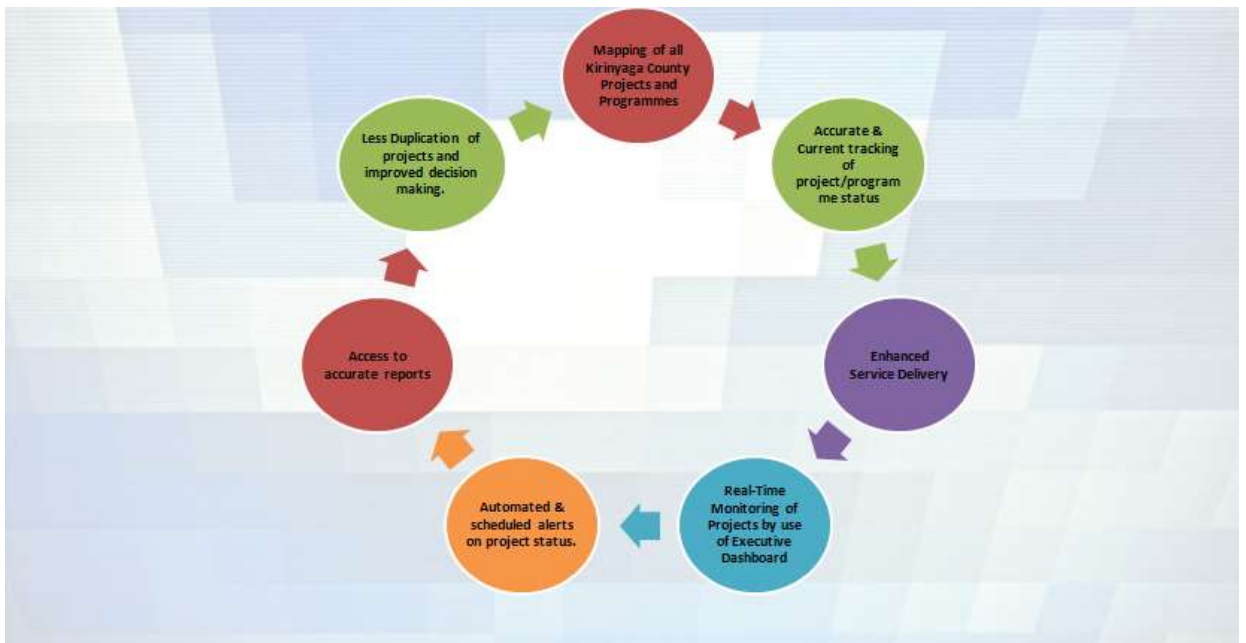
## PROPOSED SOLUTION AND INTEGRATIONS



## BENEFITS OF PROJECT MANAGEMENT, M&E SYSTEM (With Executive Dashboard) FOR KIRINYAGA COUNTY



## EXPECTED RESULTS



The proposed solution for Performance Management System should be able to actualize the below business process flow in an easy to understand and efficient manner.

## **Business Process Flow**

Below is the flow of the whole Project Management, Monitoring & Evaluation Cycle;

### **A. Project Planning**

- 1) Allocation of the Capital Budget for development Purpose by;
  - By Sector
  - Project or
  - Ward
  
- 2) Citizen Engagement - Public Participation of Proposed Projects in the Ward and Sector –Projects
  - Bazaar
  - Mobile – USSD
  - Web Interface
  
- 3) The project for citizen engagement incorporates both the County Integrated Development Plan Projects (Flagship – County & Vision 2030) and Citizen Priority
  - Harmonization of the Proposed Projects
  - Roll Over of Previous Year Phased Projects
  - Identification & Approval of the Proposed Projects
  - Funding- Allocation of Funds to the Approved Proposed Projects
    - Project Budget
  - Projects Approval to the Annual Development Plan (ADP)

### **B. Project Execution**

#### **1. Design**

- Phases
- Bill of Quantities

#### **2. Procurement**

- Tendering
- Award

### 3. Implementation

- M&E
  - Performance Indicator
  - Baseline Data
  - Logical Framework
    - Impact of Project
    - Outcome
    - Output
    - Activities
    - Input
- Status
- Expenditure

## C. Project Monitoring, Evaluation and Reporting

### 1. Monitoring

Monitoring - achievement of the Indicators by collecting, analyzing, and reporting data;

- By
  - Responsible Departments
- At
  - Agreed Reporting Interval

### 2. Evaluation

Assessments of an ongoing or completed project its design, implementation and results;

- By
  - Internally – M&E Department or Service Delivery Unit
  - Externally - Citizen Engagement
- At
  - Ex-ante - At design a program,
  - Interim - During the implementation
  - Ex-post - After completion of the program.

### 3. Reporting

- Executive Dashboards
- Internal Report

## **A. Scope of work**

The scope of work for the project will involve the implementation and maintenance of the Performance Management, Monitoring & Evaluation System. This will include:

- i. Provide guidance and support on any pre-implementation activities that CGK needs to undertake in readiness for the roll out of the solution.
- ii. Capability of Integration of the solution with the existing and future systems at CGK including GIS, Email System and Bulk SMS System where applicable.
- iii. Training of CGK staff on use of the performance management solution.
- iv. Support and maintenance of the solution

The proposed solution should be web-based and must have a modular design in which each need will be addressed individually so as to ensure that all needs are dealt with effectively. The proposed solution should be able to process (store, analyze and collaborate) large volumes of data (Enterprise – Big Data) in an effective and holistic manner, providing an accurate overview of all data in relation to supporting information modules. This will enable decision-makers within the System to have all the pertinent information at their disposal to make informed decisions and build on the organizations strategic objectives

The system will be an integrated service-oriented (SOA) system built on a relational database management system (RDBMS) consisting of GIS & Business Intelligence reporting modules.

The scope of this request will include, but is not limited to: an implementation project plan, implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data-conversion plan, and implementation testing plan, quality assurance plan, pre- and post-implementation support plan, and a training plan. The proposer shall also provide project management resources leading to the successful implementation of the system.

## **B. Key requirements of the solution**

- i. The solutions should be practical and easy to use for citizens and CGK staff involved in Performance Management, Monitoring & Evaluation and Reporting.
- ii. Easy and fast to deploy.

- iii. Provision of reports and dashboards for monitoring projects in real time basis
- iv. Easy to use for CGK staff and accessibility via different platforms such as Web, Android, Windows, iOS, and other platforms
- v. Ability to integrate with existing and future back office systems at CGK
- vi. The system should have high availability and redundancy.
- vii. Compliance with existing laws and regulations
- viii. Compliance with international globally accepted standards for security

**NB: Detailed specifications are provided in the requirements section of this document**

### ***C. Training***

In providing training the vendor will be expected to:

- i. Conduct training for CGK staff on the use and maintenance of the system.
- ii. Provision of training manuals/reference materials

### ***D. Support and maintenance***

The vendor will also be expected to support and maintain the solution. This will include:

- i. Providing a help line which County ICT Support Team can call to report any problems
- ii. Providing upgrades, troubleshooting and fixes to the solution
- iii. Provide 24/7/365 99.5% availability of the solution. A comprehensive Service Level Agreement (SLA). Proposed detailed SLA to be provided during signing of the contract.

### ***E. Detailed Requirements***

This section sets the list of principal requirements for the Performance Management, Project Management, Monitoring and Evaluation System with Executive Dashboard.

For each requirement, bidders are required to indicate whether their solution meets the requirement in the column titled (M/N) using the following notation:

- **M – Met**
- **N – Not Met**



In the bidders response/comments column bidders should provide clear and concise explanation of their solution’s conformance to the requirement. Bidders can also refer to additional supporting information provided elsewhere in their proposal documents. Bidders should refrain from providing false information. Information provided will be subject to verification during the proof of concept solution demonstrations.

### Overall System Requirements

REQ #	REQUIREMENT DESCRIPTIONS	Met Or Not Met	Bidders Response/Comments
OR-001	The PROPOSED SYSTEM should be developed using industry standard development tools, which can be supported by local expertise.		
OR-002	The PROPOSED SYSTEM should be web-based and work in the intranet and internet environments.		
OR-005 .	The PROPOSED SYSTEM modules should all have a consistent “look & feel.” This includes standardization of data entry screen, function keys, query procedures, and on-screen and hardcopy report format, common icons for example for “search”		
OR-006 .	The PROPOSED SYSTEM should be a role-based system with sufficient security and protection based on defined roles and users granted permissions		
OR-007 .	The PROPOSED SYSTEM should be modular		
OR-008 .	The PROPOSED SYSTEM should be parameterized as much as possible for simple configuration		
OR-009 .	The PROPOSED SYSTEM should have an ergonomic design, with as much as possible drop-down choices and little free-entry text to facilitate maximum data validation at the		

REQ #	REQUIREMENT DESCRIPTIONS	Met Or Not Met	Bidders Response/Comments
	input side		
OR-010 .	The PROPOSED SYSTEM should be based on a system of unique identifiers, preventing the creation of duplicates, but issuing warnings if users try to do so		
OR-011 .	The PROPOSED SYSTEM should be useable at the anywhere without having to install software on each PC.		
OR-013 .	The PROPOSED SYSTEM workflow should enforce processing of data in a sequential way.		
OR-014 .	The PROPOSED SYSTEM should accommodate a large number of users with reasonable response time		
OR-015 .	The PROPOSED SYSTEM should cope with a large volume of data		
OR-016 .	The PROPOSED SYSTEM should have the facility to track records through time, maintaining historical records		
OR-018 .	The PROPOSED SYSTEM should include user help.		
OR-019 .	The PROPOSED SYSTEM should provide a menu of service options with navigation between options and sub options.		
OR-020 .	The PROPOSED SYSTEM should be error tolerant and provide error handling with clear explanations on how to overcome the error.  Users should be able to see the error described in a business contextual format.  Each error should also have an associated error no. to facilitate the Help desk. All errors		

REQ #	REQUIREMENT DESCRIPTIONS	Met Not Met	Or Bidders Response/Co mments
	encountered as well as being reported to the user should be recorded for quality management and reporting purposes.		
OR-021 .	Data integrity should be enforced at two stages. Initially by the application it-self by applying fixed drop down menus and logical controls where possible. The PROPOSED SYSTEM should assure that all of the data are entered completely. The PROPOSED SYSTEM should continuously inform users of the progress of their activities with regard to the success or otherwise of data updates, inserts or deletes.		
OR-022 .	Only complete transactions to be saved to the database, incomplete pieces to be rolled back		
OR-023 .	The PROPOSED SYSTEM should be role based with clear audit trails		
OR-024 .	The contractor should provide an 'open' system which can be fully supported by all the common Web browser and general Internet technologies.		
OR-025 .	The IT equipment requirement for general internal use of the PROPOSED SYSTEM will simply be a desktop PC with an up to date Web Browser (last or last-before-online version of Internet Explorer, Firefox and Chrome). No additional installation (plug-ins, etc.) should be required by the user.		
OR-027 .	The PROPOSED SYSTEM should be easily scale-able to cater for 'peak' processing volumes		
OR-	Access to specific data and functionality		

REQ #	REQUIREMENT DESCRIPTIONS	Met Not Met	Or	Bidders Response/Co mments
029 .	within each software module should be defined and managed using an appropriate role-based security model. Rather than assigning security rights and privileges to individual users, these should be granted to “roles”. Each role should roughly correspond to a job function. The security model should be hierarchical in nature with the ability to grant roles to other roles etc.			
OR-033 .	The history of changes, time stamp and the author of change should be recorded,			
OR-034 .	All documents attached in the proposed system should not be editable within the PROPOSED SYSTEM			
OR-035 .	All official notes should contain configurable logos and bye-law statements			
OR-036 .	The PROPOSED SYSTEM should be well documented for technical and non-technical users			
OR-037 .	The PROPOSED SYSTEM should support data export/import to Excel and GIS-standard shape-files			
OR-038 .	The PROPOSED SYSTEM should provide the ability to create new users, and assign then specific roles and access to The PROPOSED SYSTEM			
OR-039 .	The PROPOSED SYSTEM should be fully documented including: user’s manual, installation guides, administration manuals and other documents			
OR-041	The PROPOSED SYSTEM should eventually facilitate integration with Existing Active Directory server (to be established in the			

REQ #	REQUIREMENT DESCRIPTIONS	Met Or Not Met	Bidders Response/Comments
<D>	future).		
OR-043 <D>	The PROPOSED SYSTEM could facilitate integration with Email & SMS notifications for effective citizen Service.		
OR-044 .	The PROPOSED SYSTEM should facilitate attachments- Users should be able to attach files such as word documents or spreadsheets, and other program-specific documents.		
OR-045 .	The Vendors should provide training for the users of the solution including preparation of training manuals and setup of the hardware and software used in training classes		
OR-046 .	The System capability should be made interoperable with other Systems.		
OR-048 <HD>	Solution could be able to Scale up and allow multiple channel of interactions in future (Fully Scalable)		
OR-049 .	The PROPOSED SYSTEM should facilitate the presentation of data in tables, graphically, or in reports		
OR-050 .	The PROPOSED SYSTEM should be user-friendly and intuitive to use for experienced users		
OR-051 .	The PROPOSED SYSTEM should be protected against information leakage		
OR-052 .	The PROPOSED SYSTEM should facilitate the setting of user rights according to type and level of information		
OR-053 .	The PROPOSED SYSTEM should permit the system administrator to see who has		

REQ #	REQUIREMENT DESCRIPTIONS	Met Or Not Met	Bidders Response/Comments
	changed information, when and how		
OR-054 .	The PROPOSED SYSTEM should be protected against unauthorized persons, viruses, worms and software intruders		
OR-055 .	The PROPOSED SYSTEM users should be well supported by knowledgeable and responsive help desk		
OR-056 .	The PROPOSED SYSTEM should be able to show scaled down reports up to ward and village level.		
<b>1</b>	<b>Administration and Security</b>		
	Ability to define role based access to County Government staff administering		
	Support full audit trail and tamper proofing		
	System should have inbuilt configurable workflows		
	System should be able to run throughout and handle large volumes of data		
	Deployment on premise <b>(Please detail proposed architecture)</b>		
	The system and system data should be secure and monitored 24/7/365 against malware fraudulent access, hackers, intrusion detection etc.		
	Support secure login using global security standards such as 128 bit SSL encryption, SHA3 encryption, dual 46 authentication or equivalent		
	Support Payer authentication and fraud screening mechanisms such as 3-D secure, AVSCV2, two factor authentication or equivalent		
	Support card security standards such as PCI DSS (Payment Card Industry Data Security Standard) , CISP (Cardholder Information Security Program)		
	Support full audit trail and tamper proofing <b>(Please detail)</b>		
	Highly scalable solution to meet current needs and future growth in County Systems. (provide a diagrammatic representation of proposed solution		
<b>2</b>	<b>Back office integration</b>		
	Seamless integration with back office applications – single sign on		
	Solution should be capable to integrate with existing CGK systems where applicable..		
<b>3</b>	<b>Service Level Agreement*</b>		
	Minimum Availability Uptime of 99.95%		

REQ #	REQUIREMENT DESCRIPTIONS	Met Not Met	Or	Bidders Response/Co mments
	Support Services (including bugs, fixes, upgrades - Please Explain)			
	Help Desk			
	Response Time by Priority (Please Explain)			

#### Evaluation Criteria

<b>DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF AN INTEGRATED HOSPITAL MANAGEMENT INFORMATION SYSTEM</b>		
<i>Evaluation Rating Criteria</i>		
<b>I</b>	<b>Specific Understanding and experience of the Consulting Firm in relation to the assignment</b>	<b>20</b>
<b>II</b>	<b>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</b>	<b>40</b>
<b>III</b>	<b>Qualifications and Competence of the key Staff for the assignment</b>	<b>35</b>
<b>IV</b>	<b>Suitability of Knowledge transfer (Training)</b>	<b>5</b>
<b>TOTAL</b>		<b>100</b>

## SECTION VI - STANDARD FORMS

### FORM OF TENDER

To: *[Name and address of the PE]*  
Date: *[insert **date** (as day, month and year)]*  
Tender No.: *[insert **number of Tendering process**]*  
Item Description: *[insert description of Items]*

Sir/Madam,

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of Goods and 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.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Name)



\_\_\_\_\_  
Duly *[signature]* authorized to sign Tender *[in the capacity of]* for and on behalf of  
\_\_\_\_\_

## PRICE SCHEDULE OF SERVICES

The Bidder must itemize all charges for individually identifiable components of the provision of support services for oracle database, application financial purchasing and sun microsystem servers

S/No	Description	Units	Qty	Unit cost	Total cost	Brand
1						
2						
3						
4						
5						
6						
7						

### Prices to be inclusive of all taxes

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

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

## 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)

**REPUBLIC OF KENYA**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

<i>Part I- General :</i>	
Business	Name
.....	
Location	of business
premises.....	
Plot	No. ....
Street/Road.....	
Postal	Address.....Tel.
No.....	
Nature	of
business.....	
Current Trade Licence No.....	Expiring
date.....	
Maximum value of business which you can handle at any one time :	
K£.....	
Name of your bankers.....	Branch
.....	

<input type="checkbox"/>	<b>Part 2 (a) – Sole Proprietor</b>
<input type="checkbox"/>	Your name in full.....Age.....
<input type="checkbox"/>	Nationality.....Country of origin.....
<input type="checkbox"/>	*Citizenship details.....

<input type="checkbox"/>	<p><b>Part 2 (b) Partnership</b>            Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 40%; text-align: center;"><i>Name</i></th> <th style="width: 20%; text-align: center;"><i>Nationality</i></th> <th style="width: 25%; text-align: center;"><i>Citizenship Details</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>Shares</i></td> <td></td> <td></td> <td></td> </tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> </tbody> </table>		<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>				.....				.....				.....				.....				.....				.....				.....																																			
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	<p><b>Part 2 ( c) – Registered Company:</b>            Private <span style="float: right;">or</span>            Public.....</p> <p>State the nominal and issued capital of company-            Nominal K£.....            Issued K£.....</p> <p>Given details of all directors as follows:-</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 40%; text-align: center;"><i>Name</i></th> <th style="width: 20%; text-align: center;"><i>Nationality</i></th> <th style="width: 25%; text-align: center;"><i>Citizenship Details</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>Shares</i></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1.</td> <td></td> <td></td> <td style="text-align: center;">1.</td> </tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr> <td style="text-align: center;">2.</td> <td></td> <td></td> <td></td> </tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr> <td style="text-align: center;">3.</td> <td></td> <td></td> <td></td> </tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr> <td style="text-align: center;">4.</td> <td></td> <td></td> <td></td> </tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr> <td style="text-align: center;">5.</td> <td></td> <td></td> <td></td> </tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> </tbody> </table>		<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>				1.			1.	.....				.....				2.				.....				.....				3.				.....				.....				4.				.....				.....				5.				.....				.....			
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\*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

## TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

Whereas ..... [*name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*date of submission of tender*] for the supply, installation and commissioning of ..... [*name and/or description of the equipment*] (hereinafter called “the Tender”) ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called “the Bank/Insurance Company”), 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/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

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

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

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

*[signature of the authorized representative of the bank/insurance company]*.....  
Seal .....

## PERFORMANCE SECURITY FORM

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)**

## MANUFACTURERS AUTHORIZATION FORM

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

WHEREAS .....

*[Name of the principal]*  
who are established and reputation dealers in ..... *[Type of business]* having registered offices at ..... *[Address of principal]* do hereby authorizing ..... *[Name and address of tenderer]* to submit a tender, *[reference of the tender]* for the stated *(particulars of tender)*.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

\_\_\_\_\_  
*[Signature for and on behalf of the principal]*

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



**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM SD1**

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

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

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 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 hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

**Note:** This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016

**FORM SD2  
SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**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 corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)  
Bidder's Official Stamp

**Note:** This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016

**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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

SIGNED

Board Secretary