



## **REQUEST FOR QUOTATION**

**MALINDI WATER AND SEWERAGE COMPANY**

**LTD.**

**P.O BOX 410 – 80200 MALINDI.**

**Email:** [info@malindiwater.co.ke/malindiwater6@gmail.com](mailto:info@malindiwater.co.ke/malindiwater6@gmail.com)

**QUOTATION NO.KE-MAWASCO-374471-GO-RFQ**

**SUPPLY, DELIVERY AND INSTALLATION OF GEOGRAPHIC  
INFORMATION SYSTEM (GIS) SERVER AND OTHER  
ASSORTED ICT EQUIPMENT AND ACCESSORIES**

**(LOT 1: Geographic Information System (GIS) Server and other  
related Equipment and LOT 2: ICT Equipment and Accessories)**

## REQUEST FOR QUOTATIONS (RFQ)

TO:

FROM:

**MALINDI WATER AND SEWERAGE COMPANY LIMITED.**

**P.O BOX 410**

**80200 - MALINDI.**

**SUPPLY, DELIVERY AND INSTALLATION OF GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVER AND OTHER ASSORTED ICT EQUIPMENT AND ACCESSORIES (LOT 1: Geographic Information System (GIS) Server and other related Equipment and LOT 2: ICT Equipment and Accessories)**

**QUOTATION REFERENCE NUMBER: KE-MAWASCO-3744471-GO-RFQ**

Malindi Water and Sewerage Co. Ltd invites you to submit quotations for Supply, Delivery and Installation of Geographic Information System (GIS) Server and Other Assorted ICT Equipment and Accessories LOT 1: Geographic Information System (GIS) Server and other related Equipment and LOT 2: ICT Equipment and Accessories). Indicated in detail in "Table A. Schedule of Requirements and Specifications". The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours 8:00am to 5:00pm at the address given below.

1. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than **18<sup>th</sup> August 2023 at 11.00am**. Quotations can be delivered by courier or hand delivery at the tenderer's option. **Late quotations shall be rejected.**
2. Enquiries regarding this quotation may be addressed to;  
  
**Senior Procurement Officer  
Malindi Water and Sewerage Co. Ltd.  
P. O Box 410  
80200- Malindi.**
3. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
4. Please inform by email or express mail the undersigned within Three (3) days of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

- 1) Name of Procuring Entity: **Malindi Water and Sewerage Co. Ltd**
- 2) Attention: **Ag. Managing Director P.O Box 410, 80200- Malindi.**
- 3) Physical Address: **Opposite Kilifi County Assembly offices, along Maji road - Malindi town**, and be delivered and dropped to the tender box opposite the accounts office.

Yours sincerely,

Isaac Chibule  
**Ag. Managing Director**

## PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations:** The quotation will be held valid for 91 days from the date of submission.
3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations:** Quotations in one “one original” should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

### Address for Submission of Quotations.

- 1) Name of Procuring Entity: Malindi Water and Sewerage Co. Ltd
- 2) Mailing address: Ag.Managing Director, P.O Box 410 – 80200 Malindi.
- 3) Physical address for hand or courier delivery to an office or quotation box; **Opposite Kilifi County Assembly Offices, along Maji road - Malindi Town**, and be delivered and dropped in the tender box opposite the accounts office.
- 4) **Date of Submission (deadline): 18/08/2023.**  
**Time of Submission (deadline):11.00 am (Kenya time).**
6. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.
7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following: **(i) valid trading license (ii) certificate of registration, and (iii) valid tax compliance certificate.** The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
8. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.

9. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
11. **Alternative Quotations:** Tenderers **are not permitted** to submit alternative quotations for alternative technical solutions for specified parts of the Services. Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity. Margin of Preference, Reservations and Pre-qualification shall not be applicable.
12. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed. The Procuring Entity not allow quotations in foreign currency.
13. **Evaluation of Quotations:** The evaluation of quotations will be conducted per Lot using the procedure set out below:
  - i) Preliminary examination to determine Tenderer eligibility: **(i) Trading licence (ii) certificate of registration, and (iii) tax compliance certificate (iv) Filled Quotation Form (v) Filled Qualification documents as attached in quotation (vi) Bid Security (vii) Power of Attorney**
  - ii) Technical examination to determine goods eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage. Attach brochures and data sheet for the respective items as listed in table A of part 2 of this quotation.
  - iii) Financial comparison of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.
  - iv) Post Qualification: After determining the substantially responsive Bid which offers the lowest-evaluated cost the Purchaser shall carry out the post-qualification of the Bidder as shown below.
    - (a) **Financial Capability:** The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, *for the last **three (3)** years (2020,2021 & 2022) with Average Annual turnover amounting to Kshs. 12,000,000.00 and average Cash and cash equivalent amounting to: Kshs. 5,000,000.00 (certified documentary evidence should be attached)* prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position. For a joint venture, this requirement shall be met by each member;
    - (b) **Specific Experience:** The Bidder shall demonstrate that it has successfully completed at least **three (3) contracts** within the last **five (5)** years prior to quotation submission deadline, each with a value of at least *Kshs.6million (attach certified proof)* have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement may be met by all members combined.
    - (c) **Manufacturing experience and Technical Capacity:** For the items under the Contract that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:

- (i) it has manufactured goods of similar nature and complexity for at least **five (5)** years prior to the bid submission deadline; and
- (ii) its annual production capacity of goods of similar nature and complexity for each of the last **five (5)** years prior to the bid submission deadline, is at least **three (3)** times the quantities specified under the contract.

- 14. **Lowest Evaluated Quotation:** The lowest responsive evaluated quotation shall be recommended for award of contract.
- 15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. **Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation**
- 16. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.
- 17. A Bid Security issued by bank in form of a Bank Guarantee shall be required. The amount of the Bid Security shall be per lot as below;  
**Lot 1:** Geographic Information System (GIS) server and other related equipment - **Kshs 116,000.00(Kenya Shillings One Hundred and Sixteen Thousand Only)**  
**Lot 2:** ICT Equipment and Accessories- **Kshs 79,000.00 (Kenya Shillings Seventy-Nine Thousand Only).** Bid security shall be valid for 91 days from the date of submission.
- 18. Tenderer **MUST** quote for **ALL** items per Lot as listed in the Schedule of requirements.

## QUOTATION AND QUALIFICATION DOCUMENTS

**Instructions to Tenderer. Tenderer *MUST* complete and submit as part of the Form of quotation.**

- (i) SCHEDULE OF REQUIREMENTS TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM
- (v) FOREIGN TENDERER 40% RULE(N/A)

### **FORM OF QUOTATION** [To be completed by Tenderer]

Quotation Addressed to ( <i>Procuring Entity</i> )	Malindi Water and Sewerage Co. Ltd
Date of Quotation	3/08/2023
Quotation Reference Number:	KE-MAWASCO-374471-GO-RFQ
Subject of Quotation	Supply, Delivery and Installation of Geographic Information System (GIS) Server and Other Assorted ICT Equipment and Accessories LOT 1: Geographic Information System (GIS) Server and other related Equipment and LOT 2: ICT Equipment and Accessories)

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.
2. In compliance with your request for quotations dated....., referenced above, we offer to Supply goods to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings.....(in words)
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the **goods to be supplied** conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from\_\_(*specify website*) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: 91 days from the time and date of the submission deadline.
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.
9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Quotation Determination” attached below.
12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

The Delivery and Completion period offered is: **60** days from date of acceptance of Quotation. The warranty period offered is **26** weeks.

Quotation Authorized by:

Name and designation \_\_\_\_\_

Signature: \_\_\_\_\_

**i) SCHEDULE OF REQUIREMENTS TABLE**

*(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns D and E).*

<b>A Item No.</b>	<b>B Description of Goods and related Services</b>	<b>C Quantity</b>	<b>D Unit price Inclusive of All Taxes</b>	<b>E Total Price in Kshs</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
<b>TOTAL PRICE IN KSHS.</b>				



**ii) FORM FOR DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in .....

.....(*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

**ii) Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of the Procuring Entity regarding this quotation process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract?		

**iii) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name\_\_\_\_\_

Title or Designation\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_)\_\_\_\_\_  
(Date)

#### iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to Malindi Water and Sewerage Company Ltd  
For: Supply and delivery of assorted fittings and appurtenances in response to the request for tenders made by:  
\_\_\_\_\_ [Name of Tenderer] do hereby  
make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;
4. For the purposes of this Certificate and the quotation, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a quotation in response to this request for quotations;
  - b) could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a quotation; or
  - d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

[Name, title and signature of authorized agent of Tenderer and Date]

**v) SELF-DECLARATION FORM**

We, the Tenderer \_\_\_\_\_ (*insert name*) submitting our Quotation in respect of Quotation No \_\_\_\_\_ for \_\_\_\_\_ (*insert quotation Title Description*) for \_\_\_\_\_ (*insert Name of Procuring Entity*)

**DECLARE AS FOLLOWS:**

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
  - i) The RFQ for the above Quotation;
  - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
  - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
  - iv) any such other Acts or Regulations of Government of Kenya;
- b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of ..... (*name of the procuring entity*);
- c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deboned to herein above is true to the best of our knowledge, information and belief.

**Name of the Tenderer:** .....

*[Insert complete name of tenderer signing the quotation]*

**Name of the person duly authorized to sign the quotation on behalf of the Tenderer:**

.....

*[Insert complete name of person duly authorized to sign the quotation]*

**Title of the person signing the Quotation:** .....

*[Insert complete title of the person signing the quotation]*

**Signature of the person named above:** .....

*[Insert signature of person whose name and capacity are shown above]*

**vi) FOREIGN TENDERER 40% RULE**

**(NOT APPLICABLE FOR THIS QUOTATION)**

*(not to be included in the RFQ for supply of goods, supply and installation of plant and equipment, insurance, purchase of property, and other RFQ where this rule may not be practical).*

Pursuant to the provisions in the Public Procurement and Disposal Act, 2015, a Foreign Tenderer must complete this form to demonstrate that the quotation fulfils this condition

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4	N/A			
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

## Form of Bid Security

### (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

**Beneficiary:**

**The Ag. Managing Director,**

**Malindi Water & Sewerage Company Ltd,**

**P.O Box 410-80200,**

**Malindi.**

**QUOTATION No: KE-MAWASCO-374471-GO-RFQ**

**Alternative No.: N/A Date:** [Insert date of issue]

**QUOTATION GUARANTEE No.:** [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its quotation (hereinafter called "the Quotation") for the execution of under Invitation for Quotation No. ("the IFB").

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Furthermore, we understand that, according to the Beneficiary's conditions, quotation must be supported by a quotation guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of quotation validity set forth in the Applicant's Form of Quotation ("the Quotation Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Quotation Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) after the end of the Quotation Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010

Revision, ICC Publication No. 758.

*[Signature(s)]*

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***Note: All italicized text is for use in preparing this form and shall be deleted from the final product***

# Manufacturer's Authorization

*[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so, indicated in the **ITT**]*

Date: *[insert date (as day, month and year) of Bid Submission]*

QUOTATION No.: *[insert number of bidding process]*

Alternative No.: *NA*

To: *[insert complete name of Purchaser]*

## WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 10 of the General Conditions of Contract, with respect to the Goods offered by the above firm. Signed:

*[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_

## PART 2: SCHEDULE OF REQUIREMENTS

### TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

*The technical specification for Supply, Delivery, Installation and Testing of Water Meters, Water Meter Equipment and tools (Non- revenue water goods) are provided in the table below*

A Item No.	B Description of Goods	C Quantity	D Technical Specifications	E Conformity with Technical Specifications
<b>Supply, Delivery and Installation of Geographic Information System (GIS) Server and Other Assorted ICT Equipment and Accessories (Lot 1: Geographic Information System (GIS) server and other related equipment)</b>				
1	geographic information system( GIS) Server	1No.	As Indicated below this table	
2	Network Attached Storage (NAS) with 4TB Storage for Server	1No.	As Indicated below this table	
3	Laptop computer complete with software and Antivirus	1No.	As Indicated below this table	
4	Antivirus for Server	1No.	As Indicated below this table	
5	Desktop Computer (For GIS)	1No.	As Indicated below this table	
6	Uninterruptible Power Supply (UPS) for server	1No.	As Indicated below this table	
7	A3 Color printer	2No.	As Indicated below this table	
8	Handheld GPS	1No.	As Indicated below this table	
<b>Supply, Delivery and Installation of Geographic Information System (GIS) Server and Other Assorted ICT Equipment and Accessories (Lot 2: ICT Equipment and Accessories)</b>				
1	Desktop Computers	33No.	As Indicated below this table	
2	Uninterruptible Power Supply (UPS)	33No.	As Indicated below this table	
3	Antivirus	33No.	As Indicated below this table	
4	A3 printer	1No.	As Indicated below this table	
5	LAN Patch Cables 3 metre long	30No.	As Indicated below this table	

### **TECHNICAL SPECIFICATIONS FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVER AND OTHER ASSORTED ICT EQUIPMENT AND ACCESSORIES**

<b>LOT 1: GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVER AND OTHER RELATED EQUIPMENT</b>		
<b>NAME OF GOODS OR RELATED SERVICE</b>	<b>TECHNICAL SPECIFICATIONS AND STANDARDS</b>	<b>EVALUATION (REQUIREMENT FULFILLED-YES/NO)</b>
<b>Server</b>	Intel® Xeon (6-Core) Processor, 32GB RAM, 1.2TB x 3 HDD Storage, Dual (2) Power Supply Units, Embedded 4x1Gb,iLO (standard), , DVD/RW Optical Drive or External DVD/RW Optical Drive, Mouse, Keyboard, Warranty 3/3/3, Rack 2U) + Windows Server 2019 Standard Operating System	
<b>Network Attached Storage (NAS) with</b>	QNAP TS-231+ 2 Bay Desktop NAS Enclosure 4TB storage	



<b>4TB Storage for Server Backup. To be in an off-site station</b>	<p>2 x WD2001FFSX – 2Tb Red Pro Hard Drives (SATA3, 7.2krpm)</p> <p>Chassis includes 3 years Parts &amp; Labour. Drives include 5 Years Parts &amp; Labour</p> <p>2x CAT.5e RJ45 Fly Leads - Red 2M</p> <p>Freescall™ ARM®v7 Cortex®-A9 dual-core 1.2GHz processor</p> <p>Hardware Encryption Engine</p> <p>DRAM 512MB</p> <p>Flash Memory 512MB</p> <p>2 x Hot swappable tray</p> <p>2 x Gigabit RJ-45 Ethernet port</p> <p>3 x USB 3.0 port (Front: 1, Rear: 2)</p> <p>1 x eSATA port (Rear)</p> <p>Support USB &amp; eSATA storage devices, USB printer, pen drive, and UPS etc</p>	
<b>Microsoft SQL Server Standard Edition 2017, 2019 or Latest + 5 User CALs (Database Software)</b>	<p>Up to 24 cores of CPU</p> <ul style="list-style-type: none"> <li>•Up to 128 GBs of memory</li> <li>•Data virtualization through PolyBase</li> <li>•Enhanced in-memory performance</li> <li>•Automatic intelligent database tuning</li> <li>•Azure Data Studio with notebook support</li> </ul> <p>Data virtualization to integrate external data sources</p> <ul style="list-style-type: none"> <li>•Azure Machine Learning</li> <li>•Support for Kubernetes deployment</li> <li>•Free supported Java</li> <li>•Native UTF-8 support</li> <li>•In-Memory Database: Persistent Memory support</li> <li>•Accelerated database recovery</li> <li>•Free DR to Azure</li> <li>•Always Encrypted with secure enclaves</li> <li>•Data classification &amp; auditing</li> <li>•Vulnerability assessment</li> <li>•Notebook support for T-SQL, Python in Azure Data Studio</li> <li>•SQL Server Analysis Services Direct Query</li> </ul> <p>+Express/web features</p>	
<b>Laptop Computer complete with software and antivirus</b>	<p>Processor core i7</p> <p>Ram 16GB, 512 SSD</p> <p>Windows 10 pro</p> <p>GEM Cut 14" FHD</p> <p>HDD 1TB</p> <p>Windows 10 Pro</p>	
<b>Antivirus for Server</b>	<p><b>Protection against malware</b></p> <p>Security for Windows Server's multi-layered threat protection system detects all types of malware, including advanced, sophisticated and emerging threats.</p> <p><b>Cloud assisted server protection</b></p> <p>Improving the performance of protection components and minimizing the risk of false positives.</p> <p><b>Exploit Prevention</b></p> <p>Prevention mechanism that protects process memory from exploits.</p>	

	<p><b>System integrity</b> Making sure critical system components and processes remain intact is as important for the server's smooth functioning as for the security of the sensitive data processed on it</p> <p><b>Protection for terminal server</b> Protects a wide range of remote access environments including Microsoft Terminal Services and Citrix XenApp/Xen Desktop</p> <p><b>Support for virtualized environment</b> Reliable security for any kind of virtualized or hybrid infrastructure - private, hosted or in a public cloud.</p> <p><b>Storage protection</b> Always on multi layered protection</p> <p><b>Flexibility, management</b> Control over administrator privileges Notification system Windows firewall management</p>	
<b>Desktop Computer(For GIS)</b>	Desktop Computer - Intel Core i7 , 16GB, 512SSD Storage, Windows 10 Pro, Two (2) 24-inch TFT Monitors for GIS Desktop + Microsoft Office Professional 2019 or Latest	
<b>Uninterruptible Power Supply (UPS) for GIS Desktop</b>	<p>Rated Power 2.5KVA/1500W</p> <p><b>INPUT</b> Voltage Range 100V/110V/120V/127AC or 220V/230V/240VAC(+25%,-36%) Frequency Range 50/60 Hz±2.5Hz Auto</p> <p><b>OUTPUT</b> AC VoltageRegulation100V/110V/120V/127AC±0.5% or 220V/230V/240VAC±0.5% (AC Mode±10%) Frequency 50HZ/60HZ±0.5HZ Auto (AC Mode±2.5HZ) Surge Power 4500W Battery Efficiency 83% AC Efficiency 93% Transfer Time 8ms default, 4ms optional Waveform Pure Sinewave</p> <p><b>BATTERY</b> Battery Voltage 24VDC Floating Charge Voltage 27.2VDC Overcharge Protection 30.0VDC AC Charge Current 4-20A Adjustable (20A default)</p> <p><b>PROTECTION</b> Battery Reversal Optional Output Short Circuit AC mode:Jump fuse, UPS mode: Shut down Overload Full load 100%, UPS alarm. Overload 120%, UPS shut down output in 10s. Once the load back to normal, UPS recover output. High AC Voltage Turn off AC, turn to UPS mode automatically Low DC Voltage UPS shut down automatically,Once the AC recover, UPS turn on and</p>	

	charge automatically Over Temperature      Power Off <b>ENVIRONMENT</b> Humidity      15~93% (No condensation) Temperature   -10°C ~ 50°C Altitude      ≤3000m Communication USB, RS232, 485, SNMP (Optional)	
<b>A3 printer –Inkjet or equivalent</b>	<ul style="list-style-type: none"> <li>• A3 all-in-one: Automatic 2-sided A3 print, scan, copy and fax</li> <li>• Wireless, USB 2.0, Wi-Fi Direct connectivity, NFC mobile printing</li> <li>• 8.8cm colour touchscreen LCD</li> <li>• Up to 28ipm mono / 28ipm colour print speeds</li> <li>• 2 x 250 sheet paper capacity   50 sheet 2-sided A3 ADF</li> <li>• Optional high-yield inks: BK up to 3000 pages and C/M/Y up to 1500 pages</li> </ul>	
<b>ArcPad Licenses</b>	ArcPad Licenses for Juno 3B GPS or equivalent	
<b>ArcGIS Desktop Software</b>	ArcGIS Desktop: Standard with Network Analyst Extension or equivalent	
<b>ArcGIS Server Software</b>	ArcGIS Server: ArcGIS Server Standard	
<b>Certificate</b>	SSL Certificate for the GIS Web Portal for one (1) Year	
<b>System Integration</b>	Geographic Information System (GIS) integration with Billing System	
<b>LOT 2: ICT EQUIPMENT AND ACCESSORIES</b>		
<b>Desktop Computers</b>	Desktop Computer for office users - Intel Core i7 , 8GB, 500GB, Windows 10 Pro, 19-inch TFT Monitors	
<b>Uninterruptible Power Supply (UPS) for Desktop computers</b>	<ul style="list-style-type: none"> <li>• Max Configurable Power (Watts) 375 Watts / 650VA.</li> <li>• Output Frequency (sync to mains) 50/60 Hz +/- 1 Hz Unsynchronised.</li> <li>• Topology. Line interactive.</li> <li>• Waveform type. Stepped approximation to a sinewave.</li> <li>• Transfer Time. 6 ms typical : 10 ms maximum.</li> </ul>	
<b>Antivirus for Desktop computers</b>	<ul style="list-style-type: none"> <li>• <b>Essential virus protection</b></li> <li>• <b>Blocks</b> viruses &amp; malware in real-time</li> <li>• <b>Stops hackers</b> taking over your PC remotely</li> <li>• Help keep your machine running <b>fast &amp; smooth</b></li> <li>• <b>Comprehensive threat protection</b></li> <li>• <b>Proactive detection</b></li> <li>• Searches out Windows vulnerabilities &amp; threats</li> <li>• <b>Real-time protection</b></li> <li>• Blocks cyber threats before they take hold</li> <li>• <b>Instant neutralization</b></li> <li>• Isolates &amp; removes immediate dangers</li> <li>• <b>Anti-Hacking</b></li> </ul>	

	<ul style="list-style-type: none"> <li>• Network attack blockers &amp; anti-ransomware prevent hackers from breaking into your home network &amp; intercepting your data.</li> <li>• <b>Anti-Virus</b></li> <li>• Real-time antivirus safeguards you from common threats like worms &amp; phishing plus complex ones like botnets, rootkits &amp; rogues.</li> <li>• <b>Anti-Malware</b></li> <li>• Sophisticated anti-malware removes threats including spyware, adware, keyloggers, XSS attacks &amp; hard-to-detect fileless trojans.</li> </ul>	
<b>A3 printer –Inkjet or equivalent</b>	<ul style="list-style-type: none"> <li>• A3 all-in-one: Automatic 2-sided A3 print, scan, copy and fax</li> <li>• Wireless, USB 2.0, Wi-Fi Direct connectivity, NFC mobile printing</li> <li>• 8.8cm colour touchscreen LCD</li> <li>• Up to 28ipm mono / 28ipm colour print speeds</li> <li>• 2 x 250 sheet paper capacity   50 sheet 2-sided A3 ADF</li> <li>• Optional high-yield inks: BK up to 3000 pages and C/M/Y up to 1500 pages</li> </ul>	
<b>Handheld GPS with Real-time SBAS: &lt; 1.5 m accuracy</b>	<p>Operating system Windows 10  Screen size 15.2/ cm6”  Screen type color mutlti-touch  Used with TerraFlex, Penmap for android, Field maps access  Sateleelittes GPS&lt; GLONASS&lt; BeiDou, Galileo, QZSS&lt; SBAS&lt; L_band  Processor 2.2GHz  Memory 4GB  Integrated data and voice capable 3.75G cellular with sms capability  5 megapixel digital camera with geotagging, juno 3D handheld has added LED flash  Bluetooth v2.0 wireless technology  802.11b/g +wireless LAN  3.5 inch QVGA sunlight readable and removable Li-ion Battery  800MHz processor  256MB Ram  2GB flash memory  1 microSD memory slot  Integrated speaker and microphone  Windows embedded handled 6.5 professional; in English  High sensitivity GPSBAS receiver and antenna  Adobe reader  Microsoft office mobile  USB cable  Wrist lanyard  International AC power supply Stylus with lanyard  Rechargeable Li-ion Battery</p>	
<b>LAN Patch cables (3) metre long</b>	<ul style="list-style-type: none"> <li>• RJ45 Interface connector</li> <li>• UTP 24AWG+100% Copper Wire</li> <li>• 4 twisted pairs color coded</li> </ul>	

	<ul style="list-style-type: none"> <li>• Snagless design for easy lock/unlock and unplug</li> <li>• gold-plated connectors enhances signal transmission</li> <li>• Supports 1000BASE-T Ethernet (1 Gigabit)</li> <li>• 150Mhz max rated bandwidth</li> <li>• Comply with TIA/EIA 568B.2 standard</li> <li>• Backwards compatible with Cat5 applications</li> <li>• CM rated PVC jacket</li> <li>• OD 5.1± 0.005mm</li> <li>• thicker than ordinary network cables, more durable</li> <li>• Fluke Tested</li> <li>• 15 Feet</li> </ul>	
<b>Local area network (LAN) installation</b>	Installation of Local area network (LAN) of seven (7) offices within the MAWASCO office.	

**NOTE.**

Total Cost to be inclusive of the following;

- i) Installation and training of purchaser's 10 no. personnel.
- ii) Server technical support and maintenance for a period of Six (6) months.

## **TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES**

(a) A preliminary description of the proposed works/services and work method and schedule, including drawings and charts, as necessary, containing all required information by which the proposed works may be evaluated (e.g. technical characteristics, operational capacities, maintenance, environmental effect, etc.) together with manuals or instructions for use or any other relevant information and documentation, delivery/installation schedules, etc.;

(b) A detailed statement of how the tenderer will carry out the works/services that will form an integral part of the Contract.

(c) **DRAWINGS**

**(Procuring Entity to attach Drawings (if any))**

N/A

**TABLE B. SCHEDULE OF REQUIREMENTS TABLE**

(Procuring Entity will complete the list of items to be same as those on Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns d-e)

<b>A</b> <b>Item No.</b>	<b>B</b> <b>Description of Goods and related Services</b>	<b>C</b> <b>Quantity</b>	<b>D</b> <b>Unit price Inclusive of All Taxes</b>	<b>E</b> <b>Total Price in Kshs</b>
<b>Supply,Delivery and Installation of Geographic Information System (GIS) Server and Other Assorted ICT Equipment and Accessories (Lot 1: Geographic Information System (GIS) server and other related equipment)</b>				
1	geographic information system( GIS) Server	1No.		
2	Network Attached Storage (NAS) with 4TB Storage for Server	1No.		
3	Laptop computer complete with software and Antivirus	1No.		
4	Antivirus for Server	1No.		
5	Desktop Computer (For GIS)	1No.		
6	Uninterruptible Power Supply (UPS) for server	1No.		
7	A3 Color printer	2No.		
8	Handheld GPS	1No.		
<b>SUB TOTAL A</b>				
<b>List of Related Services (Lot 1: Geographic Information System (GIS) Server and Other Assorted)</b>				
1	Installation of Microsoft SQL Server Standard Edition 2017, 2019 or Latest + 5 User CALs (Database Software)	1No.		
2	Installation of ArcPad Licenses for Juno 3B GPS or equivalent	4No.		
3	Installation of ArcGIS Desktop software	1No.		
4	Installation of ArcGIS Server Software	1No.		
5	Installation of SSL Certificate for the GIS Web Portal	1No.		
6	Integration of Geographic Information System (GIS) with Billing System	1No.		
7	Installation of Microsoft SQL Server Standard Edition 2017, 2019 or Latest + 5 User CALs (Database Software)	1No.		
<b>SUB TOTAL B</b>				
<b>TOTAL PRICE IN KSHS. (SUB TOTALS A+B)</b>				

Signature:.....

And seal/Stamp

Name:.....

Position:.....

Authorised for and on behalf of (*specify name of tenderer*)\_\_\_\_\_

Date \_\_\_\_\_

<b>A Item No.</b>	<b>B Description of Goods and related Services</b>	<b>C Quantity</b>	<b>D Unit price Inclusive of All Taxes</b>	<b>E Total Price in Kshs</b>
<b>Supply, Delivery and Installation of Geographic Information System (GIS) Server and Other Assorted ICT Equipment and Accessories (Lot 2: ICT Equipment and Accessories)</b>				
1	Desktop Computers	33No.		
2	Uninterruptible Power Supply (UPS)	33No.		
3	Antivirus	33No.		
4	A3 printer	1No.		
5	LAN Patch Cables 3 metre long	30No.		
<b>SUB TOTAL A</b>				
<b>List of Related Services (Lot 2: ICT Equipment and Accessories)</b>				
1	Installation of Local area network (LAN) within the MAWASCO office.	7 Offices		
<b>SUB TOTAL B</b>				
<b>TOTAL PRICE IN KSHS. (SUB TOTALS A+B)</b>				

Signature:.....

And seal/Stamp

Name:.....

Position:.....

Authorised for and on behalf of (*specify name of tenderer*)\_\_\_\_\_

Date \_\_\_\_\_



## **PART 3: CONTRACT**

### **CONTRACT AGREEMENT**

(1) THIS CONTRACT AGREEMENT is made \_\_\_\_\_ (*specify date*).

Between \_\_\_\_\_  
[*Insert complete name of Procuring Entity*], and having its principal place of  
Business at \_\_\_\_\_  
[*Insert address of Procuring Entity*] and \_\_\_\_\_  
[*Insert name of Supplier, or contractor or service provider*], and having its principal place of business at  
\_\_\_\_\_  
[*Insert address of Supplier, contractor or service provider*].

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (*select one*) described in Table B, i.e. \_\_\_\_\_ [*insert brief description of Goods, works and Services*] and has accepted a Quotation by the Tenderer in the sum of \_\_\_\_\_ [*insert Contract Price in words and figures*] (hereinafter called “the Contract Price”).

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:

- (a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
- (b) Table B. QUOTATIONSUBMISSION TABLE
- (c) FORM OF QUOTATION
- (d) Conditions of Contract

2. In consideration of the payments to be made by the Procuring Entity to the *Supplier* as hereinafter mentioned, the *Supplier* hereby covenants with the Procuring Entity to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

#### **For and on behalf of the Procuring Entity**

Signed: [*insert signature*]  
in the capacity of [*insert title or other appropriate designation*]

in the presence of [*insert identification of official witness*]

#### **For and on behalf of the Supplier**

Signed: \_\_\_\_\_ [*insert signature of authorized representative(s) of the Supplier*]  
in the capacity of: \_\_\_\_\_ [*insert title or other appropriate designation*]  
in the presence of: \_\_\_\_\_ [*insert identification of official witness*]

## Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]***

***[Send this Notification to the Tenderer's Authorized Representative named in the Bidder Information Form]***

For the attention of Tenderer's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

### Notification of Intention to Award

**Purchaser:** *[insert the name of the Purchaser]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFQ No:** *[insert RFQ reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>

### 2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

### 3. Reason/s why your Bid was unsuccessful

**[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]**

### 4. How to request a debriefing

**DEADLINE:** The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

### 5. How to make a complaint

**Period:** Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder<sup>1</sup>. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares*
- directly or indirectly holding 25% or more of the voting rights*
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

**RFQ No.:** [insert number of RFB process]

**Request for Quotation No.:** [insert identification]

**To:** [insert complete name of Purchaser]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

### Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25% or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

**OR**

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

*(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]”

**Name of the Tenderer:** *\*[insert complete name of the Bidder]*\_\_\_\_\_

**Name of the person duly authorized to sign the Bid on behalf of the Tenderer:** *\*\*[insert complete name of person duly authorized to sign the Bid]*\_\_\_\_\_

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*\_\_\_\_\_

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*\_\_\_\_\_

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*\_\_\_\_\_

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.** . . . . .

This is to notify you that your Bid dated . . . . *[insert date]* . . . . for execution of the . . . .  
. . . . *[insert name of the contract and identification number, as given in the quotation]* . . . .  
. . . . for the Accepted Contract Amount of . . . . . *[insert amount in numbers and words and  
name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is  
hereby accepted by our Agency.

You are requested to furnish the Performance Security within 14 days in accordance with the  
Conditions of Contract, using for that purpose the of the Performance Security Form included in  
Part 3 of the Quotation Document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

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## Performance Security

### (Bank Guarantee)

*The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]* **Beneficiary:**

*[insert name and Address of Purchaser]* **Date:** *\_[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *\_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

*[signature(s)]*

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**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*



## **CONDITIONS OF CONTRACT**

### **1. Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor Provider and the Procuring Entity, shall be written in the English Language.

### **2. Eligibility**

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

### **3. Notices**

Any notice given by one party to the other pursuant to the Contract shall be in writing.

### **4. Governing Law**

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

### **5. Settlement of Disputes**

The Procuring Entity and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

### **6. Supplier/Contractor/Service Provider Responsibilities**

The Contractor shall supply all the Goods included in the Schedule of Requirements.

### **7. Contract Price**

Prices charged by the Contractor under the Contract shall not vary from the prices quoted by the Contractor in its quotation.

### **8. Terms of Payment**

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows:

- (i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.

### **9. Inspections and Tests**

The Contractor shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

### **10. Warranty**

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

### **11. Performance Security**

A Performance Security shall be required within 14 days from the date of the acceptance (award) letter. The amount of the Performance security shall be 10% of the Contract Sum per Lot. The Performance Security shall be in the form of banker's cheque or Bank Guarantee denominated in a freely convertible currency acceptable to the purchaser.