



**WATER RESOURCES AUTHORITY**  
*Accounting for Every Drop!*

**TENDER NAME: PROCUREMENT FOR CONSTRUCTION, SUPPLY, INSTALLATION,  
TRAINING, BRANDING AND COMMISSIONING OF TEN (10) MULTI-PARAMETER  
TELEMETRIC STATIONS.**

**TENDER NO: WRA/T/4/2018–2019**

**CLOSING DATE: 19<sup>th</sup> February 2019**

**ISSUE DATE: 6<sup>th</sup> February 2019**

## TABLE OF CONTENTS

	PAGE
SECTION I	INVITATION TO TENDER..... 3
SECTION II	INSTRUCTIONS TO TENDERERS.....4 Appendix to Instructions to Tenderers .....
SECTION III	GENERAL CONDITIONS OF CONTRACT..... 18
SECTION IV	SPECIAL CONDITIONS OF CONTRACT..... 23
SECTION V	TECHNICAL SPECIFICATIONS..... 24
SECTION VI	SCHEDULE OF REQUIREMENTS..... 31
SECTION VII	PRICE SCHEDULE FOR GOODS.....41
SECTION VIII	STANDARD FORMS.....46
8.1	FORM OF TENDER.....47
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....48
8.3	TENDER SECURITY FORM.....49
8.4	CONTRACT FORM..... 50
8.5	PERFORMANCE SECURITY FORM.....51
8.6	BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....52
8.7	QUALIFICATION INFORMATION .....53
8.8	DETAILS OF SUB-CONTRACTORS .....57
8.9	MANUFACTURER'S AUTHORIZATION FORM.....58

## SECTION I INVITATION TO TENDER

DATE: 6<sup>th</sup> February 2019

TENDER REF No. : WRA/T/4/18-19

TENDER NAME : PROCUREMENT FOR CONSTRUCTION, SUPPLY, INSTALLATION, TRAINING, BRANDING, AND COMMISSIONING OF 10 MULTI-PARAMETER TELEMETRIC STATIONS

- 1.1 The Water Resources Authority (WRA) invites sealed bids from eligible candidates for **Construction, supply, Installation, Training, Branding, and Commissioning of 10 Multi-Parameter Telemetric Stations**. The goal of this procurement is to construct, supply, install, train, branding and commissioning of multi-parameter telemetric equipment and associated accessories to acquire and transmit good quality real time data to WRA server at HQ from 10 (ten) stations being currently tendered.
- 1.2 This invitation for tender is reserved and preserved for **AGPO Registered firms as (Youth, Woman or Person with Disability -PWD) only**
- 1.3 Interested eligible candidates may obtain and/or inspect the tender documents at WRA - Supply Chain Management Office at NHIF Building, Wing B, 10<sup>th</sup> floor during normal working hours.
- 1.4 A complete set of tender documents may be obtained by interested eligible candidates upon payment of non-refundable fees of **Ksh 1,000 (One thousand)** in Bankers cheque payable to Chief Executive Officer Water Resources Management Authority. Alternatively tender document can be obtained by invited candidates **free of charge** from our website [www.wra.go.ke](http://www.wra.go.ke) or the IFMIS tenders portal [www.tenders.go.ke](http://www.tenders.go.ke) can be requested to be sent **free of charge** via email address [procurement.wrma@gmail.com](mailto:procurement.wrma@gmail.com)
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at NHIF Building, Wing B, 10<sup>th</sup> floor or to be addressed to **Chief Executive Officer, Water Resources Authority (WRA) P.O.BOX 45250 00100** so as to be received on or before **19<sup>th</sup> February, 2019 at 11.00 AM**
- 1.6 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at SCM Boardroom 10<sup>th</sup> floor wing B, NHIF, building

**Jane Kiyai**  
For. Chief Executive Officer, Water Resources Authority

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers.....	5
2.2 Eligible goods.....	5
2.3 Cost of tendering.....	5
2.4 Contents of Tender document.....	5
2.5 Clarification of documents.....	6
2.6 Amendment of documents.....	6
2.7 Language of tender.....	7
2.8 Documents comprising the tender.....	7
2.9 Tender forms.....	7
2.10 Tender prices.....	7
2.11 Tender currencies.....	7
2.12 Tenderers eligibility and qualifications.....	8
2.13 Goods' eligibility and conformity to Tender documents.....	8
2.14 Tender security.....	9
2.15 Validity of tenders.....	10
2.16 Format and signing of tenders.....	10
2.17 Sealing and marking of tenders.....	10
2.18 Deadline for submission of tender .....	11
2.19 Modification and withdrawal of tenders.....	11
2.20 Opening of tenders.....	11
2.21 Clarification of tenders.....	12
2.22 Preliminary examination.....	12
2.23 Conversion to single currency.....	13
2.24 Evaluation and comparison of tenders.....	13
2.25 Contacting the procuring entity.....	13
2.26 Award of contract.....	13
(a) Post qualification.....	13
(b) Award criteria.....	13
(c) Procuring entity's right to vary quantities....	13
(d) Procuring entity's right to accept or Reject any or all tenders .....	13
2.27 Notification of award.....	14
2.28 Signing of contract.....	14
2.29 Performance security.....	14
2.30 Corrupt or fraudulent practices.....	15

## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

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

### 2.2 Eligible Goods

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

### 2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/= Kenya shillings one thousand
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## 2.4. The Tender Document

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

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

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

## 2.5 Clarification of Documents

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

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

## 2.6 Amendment of Documents

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

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

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

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

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

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

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

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

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

2.10.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

## 2.11 Tender Currencies

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

## 2.12 Tenderers Eligibility and Qualifications

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

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

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

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

## 2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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



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

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

## **2.14 Tender Security**

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

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

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

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

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

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

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

2.14.8 The tender security may be forfeited:

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

## 2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the WRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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

## 2.16 Format and Signing of Tender

2.16.1 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.

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

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

## 2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to the WRA at the address given in the Invitation to Tender:

(b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” 19<sup>th</sup> February 2019 at 11.00 AM

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

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

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

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **19<sup>th</sup> February 2019 at 11.00 AM.**

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

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

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

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

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

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

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

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

## **2.20 Opening of Tenders**

2.20.1 WRA will open all tenders in the presence of tenderers' representatives who choose to attend, **at 11.00 AM, on 19<sup>th</sup> February 2019** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination**

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

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations.

The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

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

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

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

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

## **2.25 Preference**

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

## **2.26 Contacting the Procuring entity**

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

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

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, WRA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary

evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

**(b) Award Criteria**

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

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

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

**(d) Procuring entity's Right to accept or Reject any or All Tenders**

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

**2.28 Notification of Award**

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as WRA notifies the successful tenderer that its tender has been accepted, WRA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to WRA

### **2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from WRA the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event WRA may make the award to the next lowest evaluated Candidate or call for new tenders.

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

2.31.1 WRA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Eligible tenderers will be invited to participate in Restricted tender
2.14.1	The tender security shall be <b>NONE</b>
2.18.1	Deadline for tender submission: <b>19<sup>th</sup> February 2019 at 11.00 AM.</b>
2.30.1	<b>10%</b> Performance security shall provide before signing of the contract in accordance with the Conditions of Contract



## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

	Page
3.1 Definitions.....	18
3.2 Application.....	18
3.3 Country of Origin.....	18
3.4 Standards.....	18
3.5 Use of Contract documents and information.....	19
3.6 Patent Rights.....	19
3.7 Performance security.....	19
3.8 Inspection and Tests.....	19
3.9 Packing.....	20
3.10 Delivery and documents.....	20
3.11 Insurance .....	20
3.12 Payment.....	20
3.13 Price.....	20
3.14 Assignments.....	21
3.15 Sub contracts.....	21
3.16 Termination for default.....	21
3.17 Liquidated damages.....	21
3.18 Resolution of Disputes.....	21
3.19 Language and law.....	22
3.20 Force Majeure.....	22

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to WRA the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to WRA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

### **3.8 Inspection and Tests**

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

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

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

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

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

### **3.9 Packing**

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

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

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

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

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performances bond equivalent to 10% of the contract amount within 30 days upon receipt of the letter of award and before signing of the contract
3.10.1	All delivered Equipment shall be inspected before installation
3.12.1	(i) Advance payment (shall be guided by PPADA 2015 Sec 146, 147 & 148) (ii) First Stage (20% of the Contract Price Upon completion of Topographic Survey, Construction and fencing works) (iii) Second Stage (40% of the Contract Price Upon Delivery and Installation of all Multi-Parameter Telemetric equipment) (iv) Final stage (30% of the contract price upon, Testing, data transmission and reception at WRA server at HQ, Training and Commissioning of all Ten (10) Multi-Parameter Telemetric stations) (v) The remaining 10% after 3months defects liability period
3.18.1	The parties shall make all efforts to solves the disputes amicably, failure to which it will be settled through the courts of Kenyan law

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit their offers with the detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.



## 5.2 TERMS OF REFERENCE (TOR)

### CONSTRUCTION, SUPPLY, INSTALLATION, TRAINING, BRANDING AND COMMISSIONING OF 10 MULTI-PARAMETER TELEMETRIC STATIONS

#### 5.2.1 Introduction

In regulating the use and management of water resources, Water Resources Authority (WRA) has the mandate to collect, analyze and disseminate information on water resources. There is therefore need to upgrade and modernize the monitoring network for continuous and prompt data acquisition. **The goal of this procurement is to construct, supply, install, train, Brand and commissioning of** multi-parameter telemetric equipment and associated accessories necessary to acquire and transmit good quality continuous data (real time data transmission to WRA server at HQ) from ten (10) stations being currently tendered. The choice of sites is guided by the WRA Catchment Management Strategies.

#### 5.2.2 Scope of Work

The works consist of four (4) components namely:

1. Supply of telemetric equipment, tools and computers for downloading and data processing
2. Topographic survey
3. Rehabilitation/repairs of existing RGS
4. Construction of logger houses and minor works, installation of supplied data loggers, water level telemetric equipment
5. Branding of the stations

The data logger will be housed in a logger house constructed by the bidder and will connect to the water level sensor sub-merged in the water. The Automatic Water Level will utilize pressure water level sensors (pressure transducer) that will be sub-merged in water.

Installation will be done at the following sites:-

S/NO	REGION	NAME OF WATER BODY	STATION ID	LOCATION
1	LVSC	Doinet River	NEW	Upstream of Itare dam
2	ATHI	Athi River	NEW	Downstream of Thwake dam
3	TANA	Karimenu River	NEW	Upstream of proposed Karimenu II Dam
4	TANA	Thiba	4DA 11	Rukenya DS of Thiba dam
5	LVSC	Kipsonoi	1JG03	Bosto area
6	ENNCA	Nanyuki	NEW	Upstream of Proposed

				'Kahurura' Dam (inside Mt. Kenya Forest)
7	RVCA	Turkwel River Mouth	NEW	Nangitony area
8	RVCA	Kerio River Mouth	NEW	Ngimuriae area
9	RVCA	Lake Turkana	NEW	Kalokol
10	RVCA	Lake Turkana	2B13	Gulf Site

### 5.2.3 Objectives

The objectives as laid out include the following:

1. Supply, installation and calibration of Automatic Water Level (AWL) sensors at ten (10) RGS stations to transmit real time data to WRA server at HQ
2. Supply and installation of a data collection, transmission, and storage system (data logger) and other ICT infrastructure at WRA-HQ
3. Topographic Survey and Rehabilitation of existing manual water level Stations
4. Training in configuration, installation, Operation & Maintenance of the telemetric equipment;
5. Minor Civil works which will include:
  - Construction of automatic water level data logger houses at 10 sites
  - Construction of perimeter fence for automatic water level data logger housing at 10 sites
  - Onsite construction of reinforced concrete posts and struts for erecting staff gauges
6. Branding of 10 RGS using WRA colors and erecting concrete signposts.
7. Commissioning of telemetric stations

### 5.2.4 Qualifications and Installation clause

1. The bidder must provide a Hydrologist registered as a Water Resources Professional and an ICT expert with a minimum BSC degree (Hydrology, Engineering, or Natural Science) to lead or install the equipment and training of the surface water staff. He/she should have a minimum experience of 5 years and should have done similar works in the tropics.
2. The bidder shall propose a methodology for installation with sketches and steps of installing each component.
3. The bidder shall include a work plan and schedule
4. The bidder shall include tools required for repair & maintenance (excluding spare parts) of the supplied Goods and a detailed operations and maintenance manual for each of the 10units of the supplied Goods.

### 5.2.5 Topographic survey and inception Report Preparation

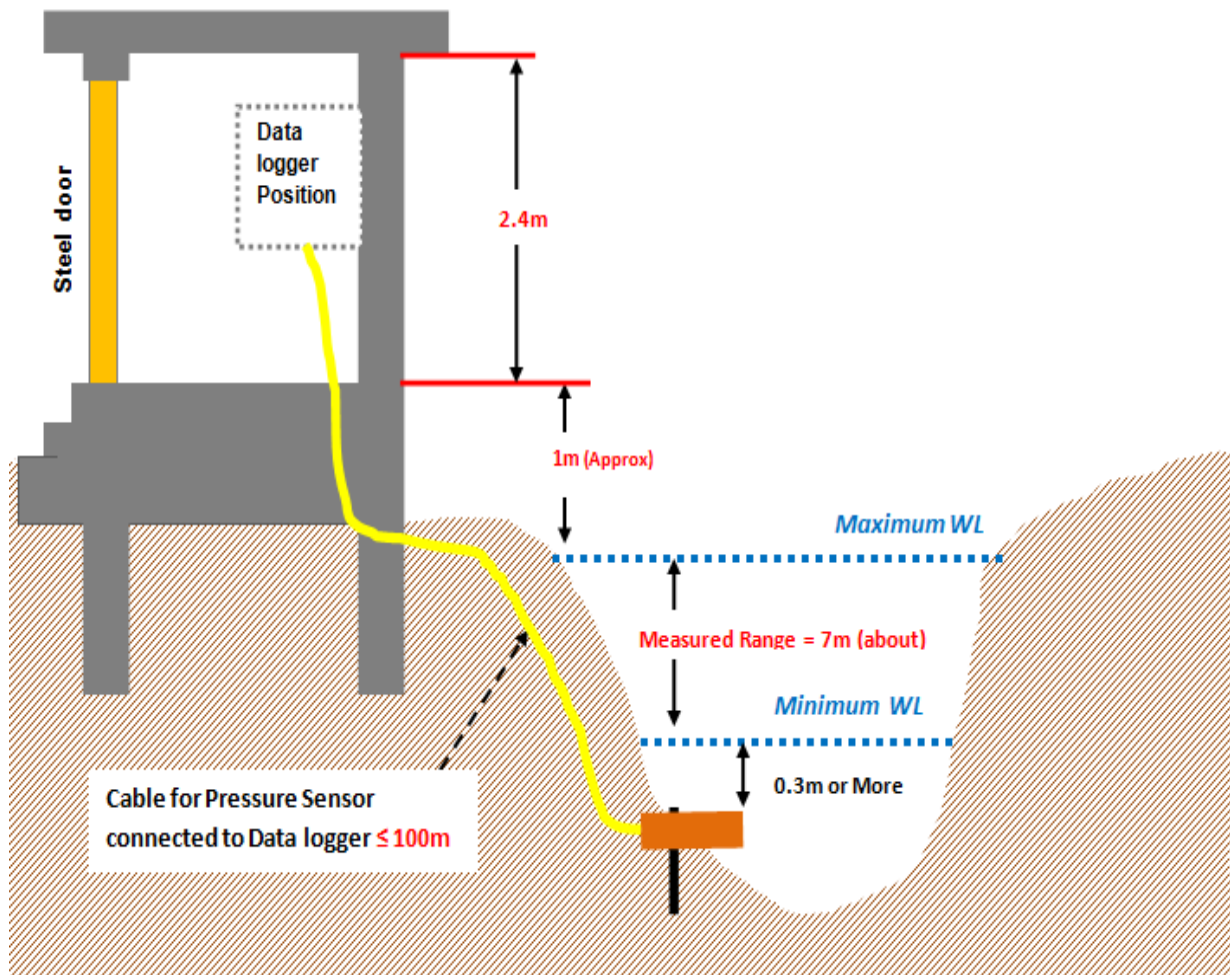
The contractor shall submit a work plan and schedule for approval within 14 days after signing the contract. The work shall commence immediately after the approval of the work-plan and schedule. After the approval, topographic survey will commence immediately as follows:

- Checking conditions of control points
- Conducting horizontal control survey by traversing method and vertical control survey by leveling method
- Topographic mapping and preparation of survey report
- Preparation of an implementation plan for the construction and installation.

### 5.2.6 Construction of Data logger House Station Civil Works, Fencing and Branding

1. The Data Logger House station civil works will consist of the construction of a logger house as per attached design and BoQs. The Pressure transducer water level sensor will be connected to the logger house through a cable and the Pressure transducer will be installed inside a 1-2inch conduit buried on the ground from the logger house to the first Stage Post or Concrete Post. The end points of the conduits from the river to the bank and into the logger house will be made of GI pipe.
2. The Bidder is required to provide fencing for the Logger House station, which will be a minimum of 4 x 4M. The fencing materials will include good quality concrete posts, 3mm chain link and barbed wire (2.5 x 2.2 mm wire gauge) as per the specifications. The fence shall be secured with a gate and keyed lock to prevent entry by unauthorized individuals. All fittings are expected to be proper for the application.
3. The Logger houses will be in less secure areas, so measures to prevent or discourage tampering with or theft will be considered during the civil works. The AWL stations (consisting of gauge house location and precise location of water level sensors must receive formal approval from the **Client** prior to installation. The logger house shall be secured with a keyed lock to prevent entry by unauthorized individuals.
4. Preparation of 3 No. Bound completion reports

### Logger house structure



### 5.2.7 Rehabilitation of Existing River Gauging Station (Manual)

This will be site specific and the extent will be determined during site inspection.

- Installation of any missing staff gauge posts and struts based on attached drawings
- Construct and erect 10 No. concrete signboards
- Preparation of 3 No. Bound completion reports

### 5.2.8 Supply and Installation of water level Sensor

The Pressure transducer will be installed inside a 1-2inch conduit buried on the ground from the logger house to the river

- A perforated steel pipe is connected to the conduit to house the pressure transducer
- The pipe will be welded on the first gauge (post/strut) or fixed inside the river using concrete base

- A sensor cable (100m) should be provided by the bidder for connecting the pressure transducer to the data logger.
- Each of the 10No. installed equipment shall have its own tool kit and manual for assembly, installation and maintenance as per the technical specifications.

### 5.2.9 Supply and Installation of data Logger

- The data logger is fixed on the logger house wall using expansible wall bolts
  - Each data logger to be supplied with an **extra 12V rechargeable battery** for replacing a discharged one
  - A support to be provided for the battery (see picture below for desired setting)
- The sensor cables are then fixed to the Data logger according to the wiring plan
- The parameters are configured and the modem set and activated using the appropriate software
- Each data logger should be supplied with the necessary accessories including software and downloading cables



*Example of a data logger housing fixed on the wall*

### 5.2.10 Supply of two Hybrid Laptop computer

The client requires the bidder to supply two hybrid laptop for data management as specified in the equipment specifications

### 5.2.11 Incidental Services

The details of the incidental services as required in terms of the contract are listed below

- Unless otherwise specified in the **contract**, responsibility for arranging transportation of the Goods to final destinations.

The Supplier may be required to provide any or all of the following services, including additional services, if any,

1. Furnishing of appropriate hardware and software of the supplied **Goods**;
2. Furnishing of tools required for assembly and/or maintenance of the supplied **Goods**;
3. Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied **Goods**;
4. On-site equipment repair and Operating System support for supplied **Goods** for warranty period. The form of a certified manufacturer warranty to be produced in writing at the time of **Goods** and services commissioning;
5. Training of the Client's personnel, the use of the automated system which involves Instrument assembling, calibration, start up, operation and maintenance.
6. Maintenance, and/or repair of the supplied **Goods**.

#### **5.2.12 Bidder/Contractor Responsibilities**

- Bidder/Contractor will be responsible for the construction, supply, installation, delivery, training, branding, commissioning of the 10 telemetric stations for a period as specified in the Warranty Period.
- The Bidder/Contractor will be responsible for his/their travel arrangements and accommodation for field installation and maintenance for the period specified in the Warranty Period. Mobilization of equipment will be done by the bidder.

#### **5.2.13 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**.
- The Supplier further warrants that the **Goods** shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- Unless otherwise specified in the **Contract**, the warranty shall remain valid for twelve (12) months after the **Goods**, or any portion thereof as the case may be, have been delivered to and accepted at the final destination or eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier

## SECTION VI - SCHEDULE OF REQUIREMENTS

### 6.1 PARTICULARS

#### 6.1.1 Equipments and Accessories Specifications

S/No.	Item Description	Unit	Quantity	Rate (KES)	Amount (KES)	Remarks
1.	<p><b>Automatic Data Loggers and accessories:</b> Specifications for a battery-powered data logger which stores values in memory and transmits data at intervals or on alarm activation <b>via GPRS to a telemetry server.</b></p> <ul style="list-style-type: none"> <li>• Ultra-low powered data logger with on-board GSM/GPRS modem ideal for remote site data capture</li> <li>• Digital inputs plus SDI-12 multi-parameter sensors supported</li> <li>• Single-input connection for at least 16 channel logging</li> <li>• 8 channel firmware option</li> <li>• Rapid deployment for fitting inside 50mm piezometer tubes or inside many tipping-bucket rain-gauges</li> </ul> <p><b>Battery</b></p> <ul style="list-style-type: none"> <li>• Field replaceable battery packs with choice of alkaline packs with an extra external 12V maintenance-free battery</li> </ul> <p><b>Extra Spare Batteries</b></p> <ul style="list-style-type: none"> <li>• Field replaceable battery packs with choice of alkaline packs with an extra external 12V maintenance-free battery</li> </ul> <ul style="list-style-type: none"> <li>• End-to-end dial-out button to</li> </ul>	Set	10			

<p>test communications during installation; GSM signal survey kit</p> <ul style="list-style-type: none"> <li>• All software licenses should be perpetual (<b>Non-renewable</b>)</li> <li>• SIM card accessible via removable cap</li> <li>• Alarm functions with up to 4 set-points per channel including storm intensity; hysteresis function</li> </ul> <p><b>Logging Strategies;</b>  <b>Strategies</b> - Frequency pulse count per interval  <b>Event times</b></p> <ul style="list-style-type: none"> <li>• Cardinal Point Interval - 10s, 30s, 1m, 2m, 5m, 15m, 30m, 1h, 2h, 3h, 4h, 6h, 8h, 12h.</li> </ul> <p><b>Communications</b></p> <ul style="list-style-type: none"> <li>• Local RS232 to PC serial or USB</li> <li>• Choice of Internal 3G or 4G modem</li> <li>• SIM card accessible via removable cap</li> <li>• External socket with choice of antenna</li> <li>• GPRS fixed address option</li> <li>• Modbus ASCII protocols OR DNP3 protocols for SCADA integration</li> </ul> <p><b>Digital Input</b></p> <ul style="list-style-type: none"> <li>• 2s event timing resolution</li> <li>• 65000 event count</li> <li>• 650Hz max frequency</li> </ul> <p><b>On/off status</b></p> <ul style="list-style-type: none"> <li>• 10K internal pull-up resistor</li> </ul> <p><b>GPRS Modems</b>  For 8 AWL gauges</p> <ul style="list-style-type: none"> <li>• R2 - quad-band 850/900/1800/1900MHz GSM modem</li> <li>• R3 - multi-band HSPA + LGA modem with GSM/EGPRS</li> </ul>						
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	<p>fall-back</p> <p><b>Dimensions</b></p> <ul style="list-style-type: none"> <li>• Diameter - 48mm</li> <li>• Length Model D - 160mm excluding fitted antenna</li> </ul> <p><b>Enclosure Options</b></p> <ul style="list-style-type: none"> <li>• Encapsulated board with molded plastic end caps all sealed against water ingress</li> </ul> <p><b>Operating limits</b>  40 to +70 deg. C, 0-100% relative humidity  Model R2— 6 x 4.8x0.8mm spade connectors (2 for battery, 4 for sensor connections)  Model R3 — 6 x 4.8x0.8mm spade connectors (2 for battery, 4 for sensor connections)  Fits inside ground-level meter-box</p> <p><b>Data Logger Operation</b></p> <ul style="list-style-type: none"> <li>• There shall be no loss of previously recorded data upon sudden power loss.</li> <li>• If the Data Logger power is interrupted, the Data Logger will automatically resume data recording and data transmissions once power is restored</li> <li>• Capability to call and configure the station remotely</li> </ul> <p><b>Security</b>  Keyed Lock</p>								
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	<p><b>Placement</b> Data Collection Enclosure will be placed inside logger house at AWL stations</p> <p><b>Tool kit</b></p> <ul style="list-style-type: none"> <li>• Each station shall have a tool kit for assembly, installation and maintenance of AWL stations.</li> <li>• Each logger to come with its own downloading cable.</li> </ul>					
2.	<p><b>Automatic water level pressure transducer:</b> Specifications; -</p> <ul style="list-style-type: none"> <li>• Measuring Water Level and Water Temperature</li> <li>• Submersible pressure transducer</li> <li>• Durable- stainless steel</li> <li>• Variable cable length- at least 100 metre</li> <li>• Gives direct water levels and water temperature</li> <li>• Should have SDI-12 output</li> <li>• Dry air moisture barrier to provide atmospheric compensation</li> <li>• Accuracy over temperature range of less or= 0.02%</li> <li>• 0°C to 40°C</li> <li>• Dry air assembly</li> </ul>	No.	10			
3.	<p><b>Hybrid Laptop computer</b> The laptop computers will have the following requirements;</p> <p><b>Screen size</b></p> <ul style="list-style-type: none"> <li>• 10-14 inch</li> <li>• Integrated web cam</li> </ul> <p><b>Power Input</b></p>	No.	2			

	<ul style="list-style-type: none"> <li>• 220-240 V AC</li> </ul> <p><b>Processor</b></p> <ul style="list-style-type: none"> <li>• Medium-range Intel i7 processor or an equivalent AMD processor</li> <li>• 4GHz with Turbo boost</li> </ul> <p><b>Memory</b></p> <ul style="list-style-type: none"> <li>• 8 GB RDIMM, 2100 MT/s or Higher</li> </ul> <p><b>Hard Disk Drive</b></p> <ul style="list-style-type: none"> <li>• 1 TB HDD</li> <li>• 7 Network Cards</li> <li>• 1 - 1 GB Network Interface Card</li> <li>• 8 Ports</li> <li>• 2 USB 3.0 ports</li> <li>• HDMI</li> <li>• VGA</li> <li>• Ethernet</li> <li>• Micro SD</li> </ul> <p><b>Operating System</b></p> <ul style="list-style-type: none"> <li>• Windows 10 or latest</li> <li>• Microsoft Office 2013 Professional edition</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li>• Cable and power cords as necessary for complete operation</li> <li>• Bluetooth enabled</li> <li>• Wi-Fi enabled</li> </ul>					
4.	<p><b>Branding of 10 stations</b></p> <ol style="list-style-type: none"> <li>1. Construction of concrete signposts at agreed locations</li> <li>2. Painting with WRA colors</li> <li>3. Drawing WRA LOGO and station details</li> </ol>	No.	10			
	<b>Totals</b>					

### 6.1.2 Bill of Quantities (BoQ) for Data Logger Houses

Item	Description	Unit	Qty	Rate (KES)	Amount (KES)	Remarks
A	Preliminary Site works / Site surveys	Item	1			
B	Allow for temporary works: <i>May include erection of timberings to excavation works</i>	RM	20			
C	Excavation of the foundation base for the house (2.5m x 2.5m x 1.2 m deep)	M <sup>3</sup>	7.5			
D	Excavation of trench of approximately (0.3m x 0.5m deep and over 50m long) to accommodate Pressure sensor cable from the river to the logger house	M <sup>3</sup>	7.5			
E	Allow for dewatering during the works: <i>tem includes removal of water from work area as while constructing of the support for the pressure sensor</i>	Item	1			
F	Allow for backfilling and compaction of the excavated materials	M <sup>3</sup>	7.5			
G	Plain concrete in floor slab of the house, and base of rainfall recorder (1:2:4) Mix laid to firm base.	M <sup>3</sup>	1			
H	Reinforced concrete (1:2:4 mix) in the 150mm thick roof slab of the house	M <sup>3</sup>	1			
I	T12 reinforcement bars at spacing of 250mm (top & bottom bars) in roof slab	Kgs	30			
J	Formwork for the roof slab	Rm	40			
K	Cyprus round poles	No	10			
L	230mm brick / block wall	M <sup>2</sup>	28			

	built with cement/sand mortar (1:3 mix)					
<b>M</b>	Plastering to walls both internal & external with (1:4mix) of cement / sand mortar	M <sup>2</sup>	48			
<b>N</b>	Heavy duty Steel door; 0.9m wide and 2.1m high and with permanent ventilation on top and appropriate lock system	No	1			
<b>O</b>	Build / fix Air Bricks in (900 x 900mm) openings (windows) of the house walls for ventilation purposes	M <sup>2</sup>	1			<b>Optional</b>
<b>P</b>	Prepare and apply two coats of first class premier paint (super gloss) to door and window	M <sup>2</sup>	4			
<b>Q</b>	Provision for transportation costs	Item	1	L/S		
	<b>Sub Total</b>					
	Supervision (8%)					
	Labour (10%)					
	VAT (Inclusive)					
	<b>Total Amount</b>					

### 6.1.3 Bill of Quantities (BoQ) for Fencing Works (10No. Stations)

	Item	Unit	Qty	Rate (KES)	Amount (KES)	Remarks
1.	<b>Fencing Works</b>					
	Excavation ≤ 600mm	M <sup>3</sup>	24.0			
	2.0 m high x 14 gauge chain-link complete with 12.5 gauge x 3 strand galvanized barbed wire fencing with 150 x 150 precast concrete posts mortised in mass	M	24.0			

concrete						
Precast concrete fencing post 150 x 150	M	26.0				
Galvanized mild steel grill with 40 x 25 x 3 mm thick RHS sections including assembly and fixing to opening.	M <sup>2</sup>	1.62				
Metal spikes fixed on top of concrete fencing posts all-round the perimeter fence	M <sup>2</sup>	24.0				
Mass concrete 1:3:6 in precast concrete post foundation	M <sup>3</sup>	3.0				
<b>Sub- total</b>						

#### 6.1.4 Concrete Staff Gauge Post Costs; (10No. Posts (0-150 cm))

1.	Item Description	Unit	Qty	Rate (KES)	Amount (KES)	Remarks
	<b>1.1 Earthworks</b>					
	Excavate to reduce levels ≤ 1.5m	M <sup>3</sup>	1.0			
	Approved hardcore bed in making levels well compacted	M <sup>3</sup>	0.5			
	<b>1.2 Concrete works</b>					
	Reinforced concrete class 1:2:4;	M <sup>3</sup>	0.6			
	<b>1.3 Reinforcement bars</b>					
	Reinforcement bars size Y16;	Kg	33.0			
	Reinforcement bars size R8	Kg	12.0			
	<b>1.4 Formwork</b>					
	Sawn timber	M <sup>2</sup>	4.0			
	<b>1.5 Anchor bolts</b>					
	Anchor bolts embedded	No.	3			
	<b>Sub- total</b>					

#### 6.1.5 Construction of Signposts and Branding of 10 No. stations

S/No.	Item Description	Unit	Qty	Rate (KES)	Amount (KES)	Remarks
1.	Branding of 10 stations;- Construction of concrete signposts at agreed locations	No.	10			

2.	Painting with WRA colors and Drawing WRA LOGO and station details					
	<b>Totals</b>					

### 6.1.6 Training

S/No	Description of Training	Unit	Quantity	Cost	Remarks
1.	Onsite training of 3No. WRA staff during installation at 10 sites (3sites per staff). <b>All costs catered by the contractor</b>	No	3		
2.	<p><b>Training of at least 25 No, WRA staff:</b></p> <p>The Training to be provided by the Bidder Shall include the following modules:</p> <ol style="list-style-type: none"> <li>1. Installation of both the AWL stations including the setup of the data communication devices</li> <li>2. Configuring the Data Collection Platform and connection to sensors</li> <li>3. Description of the telemetric System and protocol.</li> <li>4. Care and handling of the sensors, DCP and other accessories.</li> <li>5. On-site field visits, adjusting and downloading data from the field.</li> <li>6. Preventive maintenance, including field checks and calibration.</li> <li>7. Common problems and troubleshooting techniques.</li> <li>8. Calibration methods.</li> </ol> <p>The training will be provided <b>in-house</b> and <b>on-site</b> after the installation. The training material will be <b>supplied in three formats.</b></p>	All	Lump-sum		

	<ol style="list-style-type: none"> <li>1. The bidder shall provide written training materials in paper form. This will be in English.</li> <li>2. The bidder shall provide soft copy of training materials on <b>5No.</b> USB drives with an unlimited right to copy for the <b>Client.</b></li> <li>3. The bidder shall provide the training modules in video format so that the training can be re-examined later.</li> </ol> <p><b>Note;</b></p> <ul style="list-style-type: none"> <li>✓ <i>The training locations/ Venue will be set by the client and communicated.</i></li> <li>✓ <i>The costs of facilitation, the Venue and transportation of WRA staff to the on-site field training will be met by the contractor.</i></li> <li>✓ <i>WRA staff per-diems will be provided by the Client.</i></li> <li>✓ <i>The training period is 2 (two) Days</i></li> </ul>				
	<b>TOTALs</b>				



**SECTION VII - PRICE SCHEDULE FOR GOODS, SERVICES AND WORKS**

Name tenderer.....

Tender Number..... Page \_\_\_\_\_ of \_\_\_\_\_

a	b	c	d	e	f	g
Item	Description	Country of origin	Quantity	Unit price	Total Price per item (cols. dXe)	Unit price of other incidental services payable
1.	Construction of Data logger House Station Civil Works, Topographic Survey, Fencing and Branding		10			
2.	Supply and Installation of data Logger		10			
3.	Supply and Installation of water level Sensor		10			
4.	Supply and delivery of Hybrid Laptop computer		2			
5.	Provision for WRA Staff Training (In-house and On-site)		Lump-sum			
6.	Commissioning of the 10-Parameter Telemetric Stations		Lump-sum			
	<b>TOTAL PRICE (1+2+3+4+5+6)</b>					

Signature of Tenderer \_\_\_\_\_

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

## 7.1 TENDER EVALUATION

After tender opening, the tenders shall be evaluated in 2 stages, namely:

1. Determination of Responsiveness
2. Financial Evaluation.

## 7.2 Determination of Responsiveness

### 7.2.1 Preliminary Responsiveness/ Requirements

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document. These conditions/ requirements/ mandatory are as follows:-

- 1) Tender form (on Bidder's letter head,) Correctly duly filled, signed by authorized person and in the prescribed format
- 2) Certified Valid Certificate of registration from the National/ County Treasury AGPO as (Youth, Woman or Person with Disability -PWD)
- 3) Certified Copy of Certificate of Incorporation/Business Registration
- 4) Certified copy of Current CR12 form
- 5) Valid tax Compliance Certificate
- 6) Certified Copy of Valid Trade License Business Permit
- 7) Valid Certificates of Registration with National Construction Authority (NCA) and any other statutory bodies
- 8) Copy of the National Identity Card /passport for directors ,In case of PWD ID from NCPWD
- 9) Manufacturer's Authorization letter/agreement
- 10) Submission of Two bid documents (clearly marked '**original**' and '**copy**') Well bound, serialized and paginated tender document including the attachments

The Employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender.

The tenderers who do not satisfy any of the above requirements shall be considered Non- Responsive and their tenders will not be evaluated further.

### 7.2.2 Technical Responsiveness/ Evaluations

The tender document shall be examined based on the Instruction to tenderers

The tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and adequacy of resources to effectively carry out the subject contract.

The tenderer shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

No.	Requirements
1)	Tenderer shall provide a detailed installation methodology installation with sketches and steps of installing each component. (including work schedule and ability to complete the installations within <b>4 months</b> after award, staff and timelines)
2)	Tenderer shall provide details (Cvs & certificates) of technical staff; Hydrologist (with a minimum BSC degree (Hydrology, Engineering, or Natural Science) registered as a Water Resources Professional with the Ministry of Water and Sanitation and an ICT expert. The Hydrologist to lead or install the equipment and training of the surface water staff. He/she should have a minimum experience of 5 years and should have done similar works in the tropics.  Tenderer should present evidence to prove that the lead technical staff shall be available during contract period.
3)	Tenderer shall demonstrate the financial capability to perform the contract
4)	Tenderer shall furnish documentary evidence to demonstrate that the Goods it offers meet the usage requirement (Brochures with offered equipment specifications to be provided); and shall have after sales service provision in the Purchaser's country to ensure support services including warranty.

The detailed scoring plan for the technical responsiveness is shown in the table below:-

Item	Description	Point Scored	Max. Point
i	<b>Statement of Compliance/ completeness</b> Signed, stamped and serial number ----- 2 Not Signed, stamped and serial number ----- 0		<b>2</b>
ii	<b>Tender Questionnaire Form</b> Completely filled ----- 2 Partially or Not filled ----- 0		<b>2</b>
iii	<b>Confidential Business Questionnaire Form.</b> Completely filled ----- 2 Partially or Not filled ----- 0		<b>2</b>

iv	<p><b>Key Personnel to be engaged on the project (Attach CV &amp; copies of certificates)</b></p> <p>a) Team Leader - Hydrologist /Engineer registered as a Water Resources Professional with the Ministry of Water and Sanitation with a minimum BSc. degree (Hydrology, Engineering or Natural Science) ..... 10</p> <p>b) Other Staff :</p> <p>    i) ICT expert with minimum Diploma in ICT           .....2</p> <p>    ii) Technical staff with minimum Diploma in a water resources related field ..... 2</p> <p>c) Attach Evidence of their engagement with lead technical staff during contract period e.g. signed service contract etc. ..... 2</p> <p>d) No relevant prove in (a), (b) and (c) ..... 0</p>		16
v	<p><b>Schedules of contractors relevant equipment/ tools (Shall attach proof or evidence of ownership by the company, if owned or and indicate the ability to lease (attach letter from the lessor if leased)</b></p> <p>Equipment Owned----- 10 Leased ----- 6 Not provided----- 0</p>		10
vi	<p><b>Contractor Projects Experience. Shall attach Completion Certificates, Notification of award or Contract Agreement.</b></p> <p>Demonstrated Experience of the Firm as a prime contractor in an civil works and supply of specialized equipment installation and commissioning demonstration to have completed least two project;</p> <ul style="list-style-type: none"> <li>• Project of similar nature ..... 10</li> <li>• Project not similar but relevant as above .... 6</li> <li>• No completed project of similar and relevant as above ..... 0</li> </ul>		10
vii	<p><b>Financial Capability (Evidences)</b></p> <ul style="list-style-type: none"> <li>• At least the annual turnover greater or equal to the cost of the project ..... 10</li> <li>• Annual turn-over below the cost of the project---..... 5</li> </ul>		10

viii	<p><b>Detailed installation methodology</b> (including work schedule and ability to complete the installations within 4 months after award, staff and timelines)</p> <ul style="list-style-type: none"> <li>• With Detailed installation methodology with correct work plan within given time lines ..... 20</li> <li>• With Detailed installation methodology with correct work Schedule but with different time lines ..... 10</li> <li>• Without Detailed installation methodology with correct work plan within given time lines ..... 0</li> </ul>		20
ix	<p><b>Documentary Evidence to demonstrate that the Goods it offers meet the usage requirement as outlined in specifications.</b></p> <p>a) Documentary evidence:- Including Equipment Brochures with correct requisite specifications highlighted .....20</p> <p>b) Documentary evidence, have after sales service provision in the Purchaser's country to ensure support services including warrant ..... 6</p> <p>c) Without any documentary evidence in (a&amp;b) – 0</p>		26
x	<p><b>Name, address and telephone of banks/ financial facility (Contractor to provide)</b></p> <ul style="list-style-type: none"> <li>• Provided ----- 2</li> <li>• Not provided ----- 0</li> </ul>		2
<b>Total Score</b>			<b>100</b>

**NOTE: The minimum pass mark of Technical Evaluation is 70 points.**

Any tenderer below the pass mark will be considered non-responsive and will be rejected at that point. All responsive tenderers will be subjected for the Financial Evaluation

### 7.3: Financial Evaluations

7.3.1 During evaluation information requested to be provided along with offers shall be considered;-

- (i) Shortest possible delivery period of each product

(ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

7.3.2 Successful tenderer shall be the one considered responsive and with the lowest evaluated price

## SECTION VIII- STANDARD FORMS

- 1) Form of Tender
- 2) Confidential Business Questionnaire Form
- 3) Tender Security Form
- 4) Contract Form
- 5) Performance Security Form
- 6) Bank Guarantee for Advance Payment Form
- 7) Qualification Information
- 8) Details of Sub-Contractors
- 9) Manufacturers Authorization Form

**8.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

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

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ..... *( Procuring entity)*.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_



## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

<p><i>Part 1 – General:</i>          Business Name .....          Location of business premises. ....          Plot No..... Street/Road .....          Postal Address ..... Tel No. .... Fax .....          E mail .....          Nature of Business .....          Registration Certificate No.....          Maximum value of business which you can handle at any one time – Kshs. ....          Name of your bankers ..... Branch .....</p>
--

<p>Part 2 (a) – Sole Proprietor          Your name in full ..... Age .....          Nationality ..... Country of origin .....          • Citizenship details .....</p>																									
<p>Part 2 (b) Partnership          Given details of partners as follows:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Shares</th> <th>Nationality</th> <th>Citizenship</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. ....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Shares	Nationality	Citizenship	1. ....				2. ....				3. ....				4. ....								
Name	Shares	Nationality	Citizenship																						
1. ....																									
2. ....																									
3. ....																									
4. ....																									
<p>Part 2 (c) – Registered Company          Private or Public .....          State the nominal and issued capital of company-          Nominal Kshs. ....          Issued Kshs. ....          Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship</th> <th>Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. ....</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship	Details	Shares	1.....					2. ....					3. ....					4. ....				
Name	Nationality	Citizenship	Details	Shares																					
1.....																									
2. ....																									
3. ....																									
4. ....																									
<p>Date ..... Signature of Candidate .....</p>																									

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

### 8.3 TENDER SECURITY FORM

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”), are bound  
unto ..... [name of Procuring entity] (hereinafter called “the  
Procuring entity”) in the sum of ..... for which  
payment well and truly to be made to the said Procuring entity, the  
Bank binds itself, its successors, and assigns by these presents. Sealed with  
the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

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

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

This 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 bank] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## 8.4 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 goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

8.5 PERFORMANCE SECURITY FORM

To .....  
[name of 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 of goods]  
(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 figure] 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 you 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 \_\_\_\_\_

Signed and seal of the Guarantors

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

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

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

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

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

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

## 8.7 QUALIFICATION INFORMATION

### 1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: \_\_\_\_\_

Principal place of business \_\_\_\_\_

Power of attorney of signatory of tender \_\_\_\_\_

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of Completion	Value of Contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____ (etc.)	_____	_____	

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
(etc.)			

- 1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

\_\_\_\_\_

\_\_\_\_\_

- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

\_\_\_\_\_

\_\_\_\_\_

- 1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.10 Proposed program (work method and schedule) for the whole of the Works.

## 2 Joint Ventures

2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

2.1 The information required in 1.11 above shall be provided for the joint venture.

2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

2.3 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.



## 8.8 DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: .....

(ii) Full name of Sub-contractor and address of head office:

.....  
.....

(iii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value:

.....  
.....

(2) Portion of Works to sublet: .....

(i) Full name of sub-contractor and address of head office:

.....  
.....  
.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value:-

.....  
.....

\_\_\_\_\_  
[Signature of Tenderer]

\_\_\_\_\_  
Date

## 8.9 MANUFACTURER'S AUTHORIZATION FORM

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

WHEREAS .....*[ name of the manufacturer]* who are established and reputable manufacturers of ..... *[name and/or description of the goods]* having factories at ..... *[address of factory]* do hereby authorize ..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[reference of the Tender]* for the above goods manufactured by us.

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

---

*[signature for and on behalf of manufacturer]*

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

8.10 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

8.11 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