



COUNTY ASSEMBLY OF KILIFI

TENDER DOCUMENT

TENDER NO. CAK/060/2016-2017

PURCHASE OF LAND FOR THE COUNTY ASSEMBLY

MAY 2017

INVITATION TO TENDER

Re: Tender for Purchase of Land.

- 1.1.1 The County Assembly of Kilifi (C.A.K) invites sealed bids from eligible bidders for purchase of land within the following locality;
- (a) Malindi – Within a radius of five (5) kilometers from the CAK offices.
- 1.1.2 Interested eligible candidates may obtain bid documents from the official website of the County Assembly of Kilifi: www.kilifiassembly.go.ke.
- 1.1.3 Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **120 days** from the closing date.
- 1.1.4 Bidders shall ensure serialization of pages for each bid submitted.
- 1.1.5 Duly completed bid documents are to be enclosed in plain sealed envelopes, marked with the **Tender No.” and Tender Description”** be addressed to;

**The Clerk,
County Assembly of Kilifi,
P.O. Box 332-80200,
Malindi.**

and must be received in the tender box at CAK offices during normal working hours on or before **26th May 2017 at 1100 am**.

- 1.1.6 Bids shall be opened immediately thereafter in the presence of candidates representatives who choose to attend at CAK Conference Room. **Late bids shall be rejected.**

2.0 SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is nationally open to all tenderers.
- 2.1.2. CAK's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.3. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender documents will be obtained free of charge from the County Assembly of Kilifi officials website.

2.3 Contents of Tender Documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders
 - i. Instructions to tenderers
 - ii. Price schedules
 - iii. Form of tender
 - iv. Confidential business questionnaire form
 - v. Contract form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by CAK. Written copies of the CAK's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents/published on the official county assembly of Kilifi website.
- 2.4.2. CAK shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of Documents

- 2.5.1. At any time prior to the deadline for submission of tenders, CAK, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by email/published on the official website and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, CAK, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language.

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

2.8.1 The tenderers shall complete the provided Form of Tender and the Price Schedule accordingly.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the price schedule the cost per acre.

2.9.2 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10 Tender Currencies

Prices shall be quoted in Kenya Shillings only.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender.

2.12 Tender Security

2.12.1 All tenders are required to ensure the tender securing declaration form is duly filled, signed and stamped.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the CAK, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the CAK as nonresponsive.

2.13.2 In exceptional circumstances, before the expiry of the period during which tenders shall remain valid the accounting officer of the procuring entity may extend that period. The accounting officer of a procuring entity shall give in writing notice of an extension to each person who submitted a tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly/marketing each “**ORIGINAL TENDER**” and “**COPY OF TENDER,**” as appropriate. In the event of any discrepancy between the two, the original copy shall govern.

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original tender and the copy in an outer envelope, duly marking with the tender name and tender number and the words: “**DO NOT OPEN BEFORE**” **26th May 2017 at 1100 am**” and shall be addressed to the address given in the invitation to tender.

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, CAK will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by CAK at the address specified under paragraph 2.15.2 no later than **26th May 2017 at 1100 am**.

2.16.2 CAK may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of CAK and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by CAK prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 CAK may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18 Opening of Tenders

- 2.18.1 CAK will open all tenders in the presence of tenderers' representatives who choose to attend, on **26th May 2017 at 1100 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the CAK may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the CAK in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 CAK will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.20.3 CAK may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, CAK 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. CAK determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by CAK and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a Single Currency

Prices shall be quoted in Kenya Shillings only.

2.22 Evaluation and Comparison of Tenders

Tenderers who fail to meet mandatory requirements will have their bids considered non-responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.

- 2.22.1 CAK will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting CAK

- 2.23.1 No tenderer shall contact CAK on any matter relating to its tender, from the time of the tender opening to the time of award.
- 2.23.2 Any effort by a tenderer to influence CAK in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 An evaluation committee may, after tender evaluation, but prior to the award of the tender, conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender

b) Award Criteria

- 2.24.3 Subject to paragraph 2.12 CAK will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender.
- 2.24.4 CAK 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 CAK action. If CAK determines that none of the tenderers is responsive; CAK shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, CAK will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and CAK pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security

2.27 Bidders will not be required to provide a performance security but instead the successful bidder will be required to provide a written declaration that he/she will not withdraw nor introduce new conditions after contract award.

2.28 Corrupt or Fraudulent Practices

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

2.28.2.1 CAK 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;

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

2.29 EVALUATION CRITERIA

I. Mandatory /Preliminary Evaluation Criteria

- a) Copy of Title Deed (Certified by an advocate)
- b) Copy of KRA Pin Certificate
- c) Copy of National Identification Card for the registered land owner(s) or a copy of Certificate of registration
- d) Copy of Current official Search Certificate (Certified by an Advocate).
- e) A report by a licensed land surveyor certifying all survey records submitted. (Report should include; a signed beacon certificate and a certified true copy of the survey plan indicating the exact location of the offered land.)
- f) The tender should be submitted by of the land owner. (A tender submitted by an agent or lawyer must be accompanied by an original authorization letter from the owner of the land)
- g) The land tenure should either be freehold or Leasehold land. (For leasehold the unexpired duration should not be less than 45 years).
- h) The land should be a minimum of two (2) acres and maximum of five (5) acres
- i) The land must be within a radius of five (5) Kilometers and along the Beach front. i.e. first row on the Beach
- j) The land must be within the indicated locality (Malindi)
- k) The land must have access to basic necessities i.e. water and electricity supply and access road.
- l) A declaration that the land is free from encroachment, squatters, litigation or any encumbrances. In case the land is charged, there should be an undertaking for a discharge at the seller's cost before commencement of sale.
- m) Must fill the Integrity Declaration Form.

II. Technical Evaluation Criteria

A. Malindi – Within a radius of five (5) kilometers from the C.A.K Offices..

S/No.	DESCRIPTION	SCORE (100 Marks)
1.	Distance from CBD 0-5km = 20 marks 5-10km= 16 marks 10- 20km = 12 marks 20-30km = 8 marks 30-40km = 4 marks	(20 Marks)
2.	Connected or readily available Utilities (Water, Sewer, Power) Plot With 3 utilities = 20 marks Plot with 2 utilities = 15 marks Plot with 1 utilities = 10 marks Plot with zero utility= 5 marks	(20 Marks)
3.	Road Accessibility Tarmac road = 20 marks Graveled Road = 15 marks Earth Road = 10 marks No access = 5 marks	(20 Marks)
4.	Zoning - (Residential, Non-Residential) Plot for residential = 10 marks Non residential plot = 5 marks	(10 Marks)
5.	Boundaries Fixed Boundary Survey = 10 marks General Boundary Survey = 5 marks	(10 Marks)
6.	Shape Regular = 10 marks Irregular = 5 marks	(10 Marks)
7.	Terrain Fairly Flat & Even = 10 marks Sloppy & Uneven = 5 marks	(10 Marks)

NB:

Bidders shall be required to obtain a minimum of Eighty (80) Marks at the Technical Evaluation to proceed to next Financial Evaluation stage

III. Financial Evaluation

The successful tender shall be the tender with the lowest evaluated price.

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2.30 SPECIFICATIONS FOR LAND

The County Assembly of Kilifi(C.A.K.) invites sealed bids from eligible bidders for purchase of land within the following locality;

- (a) Malindi – Within a radius of five (5) kilometers from the C.A.K Offices.
 - a) The land should be a minimum of two (2) acres and maximum of five (5) acres.
 - b) First row from the sandy beach
 - c) The land topography should be free from the following;
 - (i) Creek Beach
 - (ii) Any way leave or encumbrances
 - (iii) Quarrying activities
 - d) Sale price of the plot shall be in Kenya shillings where a valuation report is available; a copy of the same should be submitted.
 - e) Where a proposal for development has been done, a copy of the same should be submitted together the feasibility report.
 - f) Government agencies, cooperative societies and pension funds with land for sale are encouraged to apply.
 - g) The Assembly reserves the right to select the bid most appropriate to its statutory mandate whether the bid is the lowest or not.

2.31 STANDARD FORMS

Notes on the standard Forms

NO.	FORM	DESCRIPTION
1.	Price Schedule Form	The price schedule form must similarly be completed and submitted with the tender
2.	Form of Tender	The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer
3.	Tender Securing Declaration Form	The tenderer shall ensure the tender securing declaration form is duly filled, signed, and stamped.
4.	Confidential Business Questionnaire Form	This form must be completed by the tenderer and submitted with the tender documents
5.	Contract Form	The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price

PRICE SCHEDULE

The following price schedule shall constitute the financial bid.

A. Malindi

S/No.	LOCATION	LAND PARCEL No./ L.R. No.	NO. OF ACRES ON OFFER	UNIT PRICE (Per Acre)	TOTAL PRICE
1.					

NB:

1. Bidders should transfer the amount (per acre) quoted to the respective form of tender.
2. The tender amount per acre as submitted shall be absolute and final and shall not be the subject of correction, adjustment or amendment.

FORM OF TENDER - Malindi

Date _____

To:

Sir/Madam:

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

.....
in conformity with the said tender documents for the amount per acre of Kshs..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements. We agree to abide by this tender for the tender validity period specified in Clause 2.13 of the Appendix to Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We are not participating, as tenderers, in more than one tender in this tendering process. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Signature and Rubber Stamp of tenderer

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name.....

Location of Business Premises

Plot No,..... Street/Road

Postal address Tel No.

Fax Email

Nature of Business

Registration Certificate No.

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

Kshs.

Name of your bankers.....

Branch

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <p>Name Nationality Citizenship details Shares</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <p>Name Nationality Citizenship details Shares</p> <p>1.</p> <p>2.</p> <p>3.</p>
	<p>Date.....Signature of Candidate.....</p>

TENDER SECURING DECLARATION

Date: Tender No.:.....

To:
[insert complete name of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender- Securing Declaration. We accept that our future ability to tender shall be jeopardized if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of our Tender by the Purchaser during the period of Tender validity, (i) fail or refuse to execute the Contract, if required.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name:
[insert complete name of person signing the Tender Securing Declaration]

Signed:
[insert signature of person whose name and capacity are shown]

In the capacity of.....
[insert legal capacity of person signing the Tender Securing Declaration]

Dated: Stamped:

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 a certain item.

Viz..... [brief description of the item] and has accepted a tender by the tenderer for in the sum of [contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Tender Form and the Price Schedule submitted by the tenderer;
- (b) The Schedule of Requirements;
- (c) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Procuring entity’s Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to 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 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 _____.

Integrity Declaration

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

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

2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.

3.

a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

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

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

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

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

4. Tenders which do not conform to these requirements shall not be considered.

5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

a) Cancellation of the contract;

b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).

6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We.....

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

Tender/Tender No

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

Authorized Signature.....

Name and Title of Signatory.....

