

REPUBLIC OF KENYA



**KILIFI MARIAKANI WATER AND SEWERAGE COMPANY
LIMITED**

**REQUEST FOR PROPOSAL
DOCUMENT
FOR CONSULTANCY SERVICES FOR UNDERTAKING A
CUSTOMER IDENTIFICATION SURVEY FOR KIMAWASCO
LTD**

RFP NO. KMWSC/RFP/017/2020/2021

Submission Deadline: 29th September, 2020 by 11.00 a.m.

SECTION I - LETTER OF INVITATION

To: Interested eligible bidders

Date:

Dear Sir/Madam,

RE: RFP FOR CONSULTANCY SERVICES FOR UNDERTAKING A CUSTOMER IDENTIFICATION SURVEY FOR KIMAWASCO LTD.

1.1 The Kilifi Mariakani Water and Sewerage Company Ltd invites proposals for a consulting firm/ individual competent for undertaking a customer identification survey for Kimawasco Geographical identification and Integration of GIS to KIMAWASCO'S Mobile meter reading platform targeting existing and potential customers in its area of operations. The Customer Identification Survey is expected to lead to significant improvements in revenue collection as well as identifying illegal or unknown service connections and metering inaccuracies.

1.2 The request for proposals (RFP) includes the following documents:

Section I - Letter of invitation
Section II - Information to consultants
Section III- Technical Proposals Section
Section V - Financial proposal

1.3 The completed Technical and Financial Proposals must be submitted to: -

**Managing Director
Kilifi Mariakani Water and Sewerage Company Ltd
P.O. Box 275-80108
Kilifi**

So as to reach the office of the Managing Director or be deposited in the tender box at the Kimawasco offices on or before **29th September, 2020 by 11.00 a.m.**

Yours sincerely

Managing Director,

Kilifi Mariakani Water and Sewerage Company Ltd

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Kilifi Mariakani Water and Sewerage Company Ltd will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.

2.1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal,

2.1.3 Please note that;

- (i) The costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and
- (ii) The Client is not bound to accept any of the proposals submitted.

2.2 Preparation of Technical Proposal

2.2.1 The Consultants proposal shall be written in English language.

2.2.2 In preparing the Technical Proposal, Consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.2.3 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) An organization/company profile and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (v) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (vi) A detailed description of the proposed methodology and work plan for performing the assignment.
- (vii) The list of the proposed staff team by specialty and their curriculum vitae, the tasks that would be assigned to each staff team member and their timing.

(viii) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment showing the time proposed for each professional staff team member.

(viii) Any additional information

2.2.5 The Technical Proposal shall not include any financial information.

2.3 Preparation of Financial Proposal

2.3.1 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms. It lists all costs associated with the assignment including;

(a) Remuneration for staff and;

(b) Reimbursable expenses such as subsistence (per diem, housing), transportation services, and equipment (office equipment, and supplies), insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.3.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the Consultants, the sub-consultants and their personnel.

2.3.3 Consultants shall express the price of their services in Kenya Shillings.

2.3.4 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

2.3.5 The Proposal must remain valid for 120 days after the closing/opening date. During this period, the Consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Consultants shall agree to the extension.

2.4 Submission, Receipt, and Opening of Proposals

2.4.1 The original proposal (Technical Proposal and, if required, Financial Proposal shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.4.2 The original copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original copy of the Financial Proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and with a warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and RFP number.

2.4.3 The completed Technical and Financial Proposals must be submitted to:

-

Managing Director
Kilifi Mariakani Water and Sewerage Company Ltd
P.O. Box 332-80200
Kilifi.

So as to reach the office of the Kimawasco or deposited in the tender box at the Kimawasco offices by **29th September, 2020 by 11.00 a.m.**

Any proposal received after the closing time for submission of proposals shall be returned to the respective Consultant unopened.

2.4.4 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time of opening of financial proposals.

2.5. GENERAL CONDITIONS (CRITERIA FOR EVALUATION)

2.5.1 The Tender Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Mandatory Requirements of the RFP and Terms of Reference attached, applying the evaluation criteria as follows:

EVALUATION CRITERIA

RESPONSIVENESS CRITERIA		
1.	Certificate of Incorporation/Registration or ID for Individual Consultants – Certified by a commissioner of Oaths.	Mandatory
2.	Attach a certified CR12 Document (registered firms only) – Certified by a commissioner of Oaths.	Mandatory
3.	Valid Tax Compliance certificate	Mandatory
4.	Valid Business permit / License (registered firms only) – Certified by a commissioner of Oaths.	Mandatory
5.	Document presented in the required format (separate financial and technical bid) and all pages of the tender document serialized sequentially from the first to the last with no loose pages.	Mandatory
6.	letters of submission duly signed and stamped.	Mandatory
7.	Declaration that the person shall not be involved in corrupt dealing in regard to the tender and has not been debarred from participating in public Procurement	Mandatory
8.	Tender validity period (minimum of 60 days)	Mandatory
9.	Power of Attorney	Mandatory
10.	Debarment/Declaration form	Mandatory
11.	Integrity Declaration Form	Mandatory
No.	TECHNICAL EVALUATION REQUIREMENT	MAXIMUM SCORE
1.	Professional indemnity cover note (attach evidence)	10
2.	Capacity of the firm Experience and competence of the bidder. <ul style="list-style-type: none"> ✓ Submit evidence of major clients for similar or related assignments undertaken within the last five years indicating profiles of the staff proposed, duration of assignment and contract amount. 10 ✓ Specific experience of the proposed staff related to the assignment – Provide Curriculum Vitae for managerial and technical key personnel to be involved in the project and their certificates must be certified by a commissioner of Oaths (See terms of reference) as per the terms of reference and 10 ✓ Directors profile. 10 ✓ Commitment for availability of the stated staff. (Signed commitment) 10 	(40)
3.	Evidence of handling assignments of similar nature in the last three years. (Copies of contract agreements, Lsos or Award letters.)	10
4.	Audited financial statements for the last two years or Certified 6 Months Bank Statements	10

5.	A detailed description of the proposed methodology and work plan for performing the assignment.	10
6.	Experience in developing toolkits for conducting surveys (Attach evidence)	10
7.	Litigation History	5
8.	Experience and know-how on use of technology to data collection, storage, analysis and interpretation	5
TOTAL SCORE		100

Note: Bidders who score less than 80 marks out 100 in the technical evaluation will not proceed to the financial evaluation

The Procuring Entity will verify information submitted. Any form of forgery or misinformation from the bidder shall lead to cancellation of the bid/award, institution of legal proceedings and blacklisting for all future (Procuring Entity) contracts.

Financial Evaluation

NB: Bids proceeding to financial evaluation shall be scored out of 100 marks.

A bidder who scores 80 marks and above shall proceed to the financial evaluation.

The Lease Cost Selection method or the lowest priced Proposal shall be used to award after attaining the technical pass mark of 80 marks.

2.6. TERMS OF REFERENCE

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

TERMS OF REFERENCE.

The Consultant will work within the TOR and contract agreement to deliver quality output in accordance with the objectives of this assignment which will include the following;

1. Introduction and Background Information.

In compliance with the regulatory requirement of carrying out a Customer Identification Survey (CIS) as a basis for licensing, and with the main goal of cleaning up the customer database, Kilifi-Mariakani Water and Sewerage Company intends to undertake a Customer Identification Survey, a Customer Satisfaction Survey, Geographical identification and Integration of GIS to KIMAWASCO'S Mobile meter reading platform targeting existing and potential customers in its area of operations. The Customer Identification Survey is expected to lead to significant improvements in revenue collection as well as identifying illegal or unknown service connections and metering inaccuracies.

Objectives of the Customer Identification Survey Exercise

In order to update the customer database, the Customer Identification Survey aims at providing additional information on:

- Existing and potential customers
- Identification of billing database against collected CIS data anomalies on key unique customer identifiers such as account numbers, telephone contact details and meter serial number.
- Demand analysis
- Customer satisfaction levels
- Reduction of water losses (technical and commercial)
- Identification of O&M process optimization potentials
- Identification of breaches of integrity of water meter readers
- Identification of low-income areas and their water supply status and needs
- Identification of illegal connections and illegal water vendors
- Determination of status of sanitation situation

A sound customer database is a pre-requisite for informed planning and decision making, with effects on access to safe water, reduction of NRW and improved O&M cost coverage.

2. Expected Outcomes of the Customer Identification Survey

a. Updated Customer Data Base:

This focuses on the customer account details and includes activities such as the collecting of all field customer information, collating, cleansing and updating utility customer records in a systematic manner. Predefined structures and processes have to be put in place in order to ensure the implementation of all corrective measures which are identified during the analysis of data anomalies.

Expected outcomes:

- Clean and update customer database.
- Up-to-date categorization and status of each account
- Policy, clear structures and processes for updating future data into the customer database.
- Improved revenue generation.
- Improved commercial operations efficiency (meter reading, billing, customer complaints solving)
- Enhanced utility credibility and image among stakeholders.

b. Reduction of non-revenue water:

Unregistered and illegal connections, leaking and faulty meters and pipes will be identified under the technical part of a customer identification survey in order to come up with corrective measures. Meters that are located at the premises of the customers will also be known and the type of pipes used and both on the known and unknown areas will be determined in the technical part of the survey.

Expected outcomes:

- Improved metering and asset management
- Staff and consumer culture change – staff corruption reduction.
- Reduced NRW through water losses, illegal consumption, faulty meters and unbilled customers

c. Customer Satisfaction Survey:

Customer service surveys usually try to capture the public opinion about the water quality, supply hours and the customer care services of the utility. **Expected outcomes:**

- Improved customer care services.
- Improved water quality and hours of supply.

d. Identification of the Socio-Economic environment within the service area:

In this scenario a socio-economic analysis of the service area is taken into consideration for further planning of network extension and identification of new potential customer groups. Urban planning aspects like population per household in specific areas (low income areas included), income information

etc., or new development plans by the local authority are included in the data collection tools. The survey is independent from the customer status (active, inactive) and includes all premises in the area (also the non-customers of the surveyed area). The expected outcomes include:

- Determine demand for future planning of network size and extension to minimize water shortages.
- Easier planning and budgeting for network expansions into new, promising service areas.
- Service provision to un/underserved areas (including areas served by unregulated providers and Low-Income Areas).
- Development of awareness campaigns for targeting more consumers including advertising and promotions.

3. Scope of Envisaged Consultancy Services

KIMAWASCO requires the services of Customer Identification Survey (CIS) Service Provider established, registered and experienced in the Kenyan Water Sector to implement the Customer Identification Survey exercise. The corresponding activities involved in the assignment include but not limited to the following for KIMAWASCO:

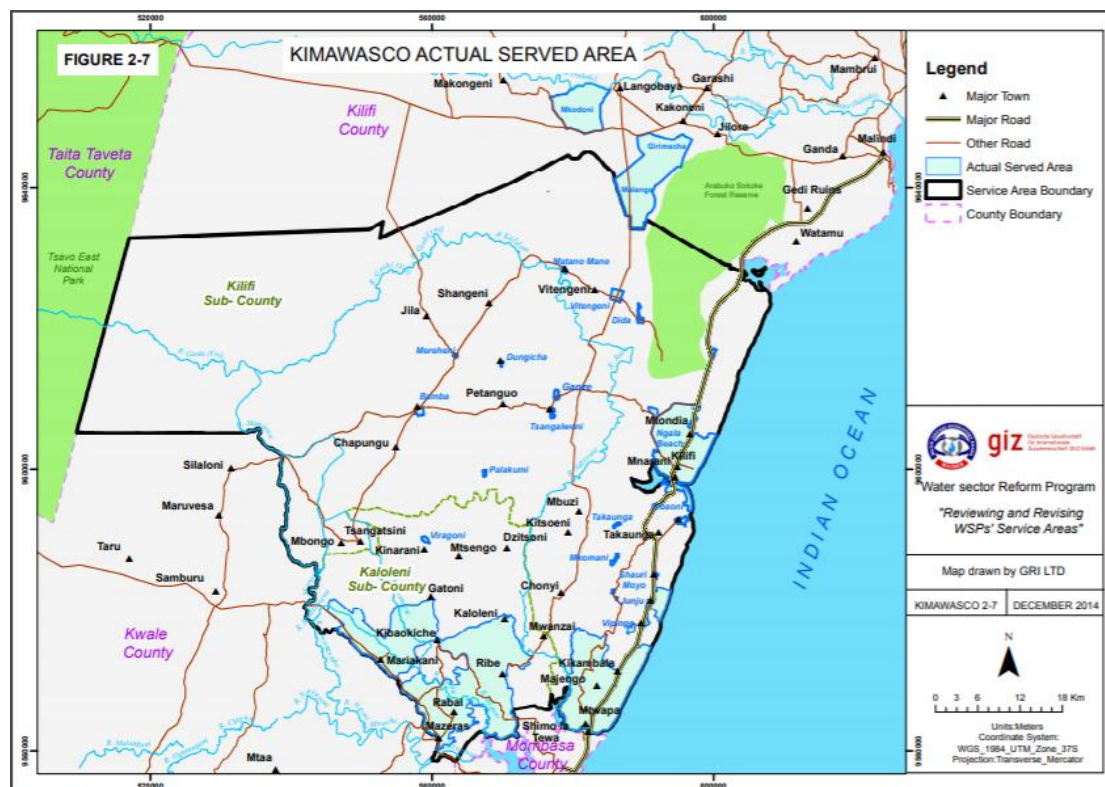
1. A clear description of the consultant's interpretation of the assignment including detailed outline of implications on WASREB'S Key Performance Indicators (KPIs) and the Utility's Future Revenue Assurance Practices;
2. Reviewing and adaptation, in close consultation with KIMAWASCO, of the CIS Questionnaire already prepared by consultant into tablet computer format while paying close attention to achieving the specific objectives of the project;
3. Preparation and use of databases to receive, process and report the field data on water and wastewater services on web based platforms for KIMAWASCO, most preferably in a format that can easily be compared and migrated into the utility's existing database once cleansed for updating the customer database;
4. Take full responsibility for the identification, procurement and use of all human and material resources required for the successful implementation of the CIS assignment;
5. Prepare a stakeholder communication plan, in close consultation with KIMAWASCO that includes responsibility, timelines, preferred media, and type of messages.
6. Responsible for all necessary field logistical needs of CIS Staff including their identification badges and t-shirts branded with KIMAWASCO logo's and all safety clothing required.
7. Carry out data collection, safe data uploading into the server, data analysis, isolation and flagging of all issues identified for remedial (short term) and corrective (long term) actions.;
8. Prepare and share weekly CIS progress reports with KIMAWASCO team before end of business on the following Monday;

9. Prepare and submit a draft CIS Completion Report covering the given scope of the assignment in both soft and hard copies for review and comments from KIMAWASCO.
10. Prepare and submit a Final CIS Completion Report incorporating comments from KIMAWASCO.
11. Prepare a power point presentation on the findings and recommendations of the customer identification survey
12. Prepare brief policy implication proposition on the findings of the CIS to KIMAWASACO.
13. Undertake any other related task as needed to successfully accomplish the Consultancy assignment.

4. Sample Design and Sample Size

Background

Kilifi Mariakani Water and Sewerage Company Limited was incorporated in November, 2005 and operates under the Coast Water Services Board (CWSB) now known as Coast Water Works Development Agency (CWWDA). KIMAWASCO, pursuant to Section 154 of the Water Act 2016 operates as a wholly owned subsidiary of County Government of Kilifi, mandated to provide water and sewerage services in Kilifi North, Kilifi South, Ganze, Kaloleni and Rabai sub-counties of Kilifi County. The vision of the KIMAWASCO is to be a world class water and sanitation services provider. Its mission is to provide safe and adequate water and sanitation services to every customer, efficiently and effectively to enhance economic growth in Kilifi County.



Project scope

The consultant is required to survey the following existing and potential connections:

Population in Service area (Impact 11, 2019)	Population Served (Impact11, 2019)	Water coverage (Impact11, 2019)	Existing Customers connections (Impact 11, 2019)	Potential Households within service area	Minimum Number of Household to be surveyed during CIS.
901,914	408,622	45%	35,350	10,000	45,350

The CIS in KIMAWASCO is proposed to cover all the 9 zones of the company's area of operation, that is Kilifi, Mtwapa, Mazeras, Mariakani, Kaloleni, Ganze/Bamba, Vitengeni, Chonyi and Baricho. These areas have approximately 35,350 water connections. The high NRW in the company makes these areas a priority because they significantly affect the overall performance of the company. The consultant is required to survey a minimum of 45,000 households (both connected and potential) in the proposed area of KIMAWASCO operation.

Deliverables

The consultant shall prepare and submit the following deliverables to KIMAWASCO. The format of submission (either hard copy or soft) will be agreed during the inception.

S/No.	Deliverable
1.	Preliminary and final CIS Implementation Inception Report including methodology, work plan, stakeholder communication strategy and resource mobilization.
2.	Draft CIS Questionnaire in tablet computer
3.	Summarized Questionnaire Pretesting Report
4.	Final CIS Questionnaire in tablet computer incorporating comments from Pretesting
5.	Weekly CIS progress Report including the status and data analysis results
6.	Draft CIS Completion Report incorporating approved work plan, methodology used, list of issues identified for corrective actions
7.	Final CIS Completion Report incorporating comments.
8.	Power point presentation on the findings and recommendations of the customer identification survey
9.	Brief policy implication proposition on the findings of the CIS to each water utility

Duration, commencement and execution of CIS Assignment

It is expected that the service provider will take 6 months to come up with complete and accurate final findings. The overall level of effort for this assignment is a maximum of 7 months, including 1 month for mobilizations.

1 Qualifications and Experience

Expertise required for this assignment includes but not limited to: clear understanding of the implications of the Human Right to Water, the institutional arrangements and management of Kenyan Water Services Provision, practical knowledge and experience in use of relevant open source surveying software, database design and development and water sector community mobilization techniques. Specifically, the following qualifications and experiences are required:

- Be a Consultant/company registered and operating in Kenya with a valid work permit for all employees to be directly involved in the assignment;
- Has at least 5 years of work experience on Rural and Urban Water utilities in Kenya
- Proficient in Database development and possess Open data/government/platform expertise;
- Have proven dashboard and mobile application development;
- Proven experience in mobile data collection frameworks and has in the last two years applied the same in Customer Identification Survey (CIS) for at least 3 Water Service Providers in Kenya;
- Proficient in SMS and USSD interface development;
- Able to develop and operationalize data visualization/analysis tools;
- Project Management, Monitoring and Evaluation;
- Strong interpersonal skills and integrity with experience of working in teams; and
- Excellent written and spoken English is required.

2 Contractual Arrangements

The consultant shall work under the overall supervision of the Project Team Leader on behalf of KIMAWASCO.

KIMAWASCO will be responsible for:

- Introducing the consultant to all the relevant stakeholders in the project; and
- Providing the requisite guidance to the consultant in the field on zonal boundaries
- Participating in the review of deliverables.

a. Obligations of the Consultant

- The consultant shall perform all necessary activities as described herein with due care and diligence to attain the CIS objectives;
- Organizing site visits, meetings and feedback meeting;
- In the conduct of the assignment, the consultant shall regularly communicate with the water utility representative/s as the assignment may require and as agreed.
- The consultant shall be responsible for collecting primary and secondary data in the field and documents needed to accomplish the CIS objectives.
- Production of the CIS guidelines based on methodology used.

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services and facilities to be provided by the Client:

1.

2.

3.

4.

5.

III- TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 **The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.**
- 3.2 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the Consultants or the Special Conditions of contract.

In preparing the technical proposal the Consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the Consultant's own risk and may result in rejection of the Consultant's proposal.

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

_____ [*Title of services*] in accordance with your Request for Proposal dated _____ [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]:

_____ [*Name of Firm*]:

_____ [*Address*]:

2. FIRM'S REFERENCES

Relevant Services carried out in the Last THREE Years That Best Illustrate Prior Experience in Tariff Review.

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country:
Name of Client and Address:		Clients contact person for the Assignment
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS 1.

Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the Consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be **IN KENYA SHILLINGS** allowed in the request for proposal and shall take into account the tax liability.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part.

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. Form of Tender	
2. Summary of costs	
3. Breakdown of price/per activity	

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]*, that of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]*in conformity with the said tender documents for the sum of *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. We agree to abide 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.

4. 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.

Dated this _____ day of _____ 20
 [signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of_____

2. SUMMARY OF COSTS (In the separate envelope containing the Financial Evaluation)

Costs		Currency(ies)	Amount(s)
Subtotal			
Taxes			
Total Amount of Financial Proposal			-----

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity no:-----	Description-----
Price component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous expenses	
Subtotal	-----

Integrity Declaration.

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.....