



**NATIONAL CONSTRUCTION  
AUTHORITY**

**TENDER DOCUMENT**

**FOR**

**PROVISION OF CAR TRACKING SERVICES**

**TENDER NO. NCA/T/013/2017-2018**

**NATIONAL CONSTRUCTION AUTHORITY  
P.O BOX 21046-00100  
NAIROBI KENYA**

**Email: [info@nca.go.ke](mailto:info@nca.go.ke)  
Web: [www.nca.go.ke](http://www.nca.go.ke)**

**NOVEMBER 2017**

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## SECTION I – INVITATION TO TENDER

Date: 7<sup>th</sup> November, 2017

### **TENDER No. NCA/T/013/2017-2018 FOR PROVISION OF CAR TRACKING SERVICES FOR THE AUTHORITY'S 38 VEHICLES**

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- 1.1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, Cap 499A, with the responsibility to oversee the construction industry and coordinate its development.
- 2.1 The Authority invites sealed bids from interested candidates for Provision of Car Tracking Services for the Authority's 38 Vehicles.
- 3.1 Eligible and interested Bidders may obtain further information and inspect the bidding documents at Supply Chain Office situated at the National Construction Authority Headquarters on 9th floor KCB Plaza, Kenya Road, Upper Hill between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunchtime between 1.00pm to 2.00pm and on public holidays.
- 4.1 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000/=** (One thousand shillings only) deposited in NCA's KCB account 1136368019 Milimani Branch.
- 5.1 The document may also be downloaded free of charge from the IFMIS suppliers' portal: **supplier.treasury.go.ke** and/or the National Construction Authority's website: **www.nca.go.ke**. Bidders who download the tender document must register with NCA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be through [procurement@nca.go.ke](mailto:procurement@nca.go.ke).
- 6.1 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 7.1 All bids must be accompanied by a bid security of Kshs 50,000 (Fifty Thousand Shillings) from a reputable bank or Eligible Insurance Companies valid for 150 days from the date of tender opening.
- 8.1 Bidders are required to ensure that their original & copy tender document are properly bound & paginated/numbered or serialized on all pages in a sequential manner.
- 9.1 Prices quoted should be inclusive of all taxes and must be expressed in Kenya shillings and will remain fixed throughout the contract period. (**thirteen months**)
- 10.1 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **9<sup>th</sup> floor, KCB Plaza Building** or be addressed to:

**Executive Director  
National Construction Authority  
KCB Plaza Kenya Road  
P O Box 21046 – 00100  
NAIROBI, KENYA**

- 11.1 so as to be received on or before **Wednesday 22<sup>nd</sup> November, 2017 at 11:00 am**  
Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **NCA Boardroom on 9<sup>th</sup> Floor, KCB Plaza, Nairobi.**  
Manager Supply Chain  
**For: Executive Director**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 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/=
- 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) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of requirements
  - (v) Technical Specifications
  - (vi) Tender Form
  - (vii) Price Schedules
  - (viii) Tender Security Form

- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire
- (xiii) Declaration Form.

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

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by 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, the Procuring entity, 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 Contract price variations shall not be allowed for contracts not exceeding one year (12 Months)
- 2.10.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.10.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **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 and that the tenderer has the financial, technical, and production capability necessary to perform the contract;

## **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 Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's 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 the Procurement entity 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 Procurement entity's 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 and form specified in the Advertisement and Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount stated.

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

2.14.4 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

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

2.14.6 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

2.14.7 The tender security may be forfeited:

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

ii) to furnish performance security in accordance with paragraph 2.28

- c) If the tenderer rejects correction of an arithmetic error in the tender.  
(i) under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

*(b) Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

*(c) Service Level Agreement*

The successful Tenderers shall enter into an agreeable Service Level Agreement with the Authority.

2.24.5 The tender evaluation committee shall evaluate the tender within 15 days of the Validity period from the date of opening the tender.

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

2.14.8 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to Tender.

2.14.9 The tender security shall be in the amount 2 per cent of the tender price.

2.14.10 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

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

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

2.14.12 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

2.14.13 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.

2.14.14 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

2.14.15 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
- (c) If the tenderer rejects, corrections of an error in the tender.

## 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 Procuring entity, 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 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 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 Procuring entity 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," **Wednesday 22nd November, 2017 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 appendix to instruction to tenderers not later than **Wednesday 22<sup>nd</sup> November, 2017 at 11:00 am**
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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
- 2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.19 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 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the time and date 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 The Procuring entity 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 quantify, 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 The Procuring entity 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 date 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 comparison shall be for the price including all costs as well as duties and taxes payable on all the materials to be used.
- 2.24.3 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.4 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 Procuring entity 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 the Procuring entity 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, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

## **2.28 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 subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.28.3 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 the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.29.3 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.

## **2.30 Performance Security**

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 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 the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 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 Tenderers
2.1.1	Eligible Tenderers registered car tracking service providers
2.18.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Manager Supply Chain office on 9 <sup>th</sup> Floor KCB building and entered in a register for receipt of bulk documents and signed for by the delivering person.
2.10	Price quoted shall be net inclusive of VAT and all applicable taxes
2.10.6	The validity period of the Tender shall be 120 days from the closing date of Tenders.
2.11.1	Prices shall be quoted in Kenya Shillings
2.12	Proof of eligibility and qualifications documents of evidence required. Refer section VI
2.14.1	No tender security
2.15.1	The validity period of the Tender shall be <b>120 days</b> from the closing date of Tenders.
2.16.1	Bidder to submit one original tender documents dully filled and signed and stamped.
2.17.2(b)	Closing date of the Tender shall be <b>Wednesday 22nd November, 2017 at 11:00 am</b>
2.18.1	<b>The Executive Director The National Construction Authority, P. O. Box 21046 – 00100, NAIROBI</b>
2.20.1	Tender shall be opened on <b>Wednesday 22nd November, 2017 at 11:00 am at KCB Plaza, 9<sup>th</sup> Floor Board Room</b>
2.22	In addition, the evaluation criteria provided in the special conditions of contract shall be taken into account.
2.30	Performance Security 10% of tender sum

## **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.
- (f) “GCC” means general conditions of contract contained in this section.
- (g) “SCC” means the special conditions of the contract.
- (h) “Day” means calendar day.
- (i) “NCA” means National Construction Authority.

### **3.2 Application**

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

### **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.
- 3.7 **Performance Security**
- 3.7.1 Within thirty (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity 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 the Procuring entity 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 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 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 procuring entity 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 Procuring entity 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 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to 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 Procuring entity 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 the Procuring entity 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 procuring entity 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 The procuring entity 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.19 Governing Language**

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

### **3.20 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.21 Applicable Law**

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

### **3.21 Notices**

3.21.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC).

Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

### Tendering Notes

- i) The Tenderer is required to check the number of pages and if any is found to be missing or in duplicate or the figure or writing indistinct, they must inform NCA at once and have the same rectified.
- ii) Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform NCA in order that the correct meaning may be decided upon before the date for submission of the Tender.
- iii) No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.
- iv) It is the sole responsibility of the tenderer to ensure that all the documents submitted are well bounded and the Authority shall not take any responsibility or liability for any loss or misplacement of loose documents.
- v) The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.
- vi) Any requirement stated as mandatory shall be complied in full and failure to do so shall render the tender non responsive.

### Terms and conditions of the tender

1. The tender is for Provision of Car Tracking System for 38 No. Authority vehicles located at the Head Office and County Offices Country wide.
2. Tender prices quoted should show separately the unit price and all applicable taxes and total costs of supply, delivery, installation and maintenance of the car tracking devices, software licenses, any incidentals and annual maintenance as detailed in Section V. **Should the Authority acquire more vehicles the unit rate shall be used to prorate any additional costs. Similarly, should the Authority dispose off any vehicles during the contract period the unit rate shall be used to reduce the tracking costs.**
3. The successful bidder will be expected to install car tracking devices in all the vehicles in Nairobi.
4. Printed terms and conditions submitted by tenderer will not be binding on NCA. All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. will be as those mentioned in this tender document. All tenderers by virtue of submission shall be deemed to have accepted the terms and conditions stated herein with no exceptions.

5. Alterations, if any, in the Tender bids should be attested properly by the tenderer, failing which, the Tender may be rejected.
6. All tenderers must provide proof of experience from their previous customers involving work of similar nature in terms of award letters / contracts and certificates of completion / delivery notes.
7. All forms requiring immediate completion must be duly filled. The other forms shall be treated as sample forms.
8. All tenders must be accompanied by manufacturers' authorization.

## SECTION V- SCHEDULE OF REQUIREMENTS

### GENERAL

#### Scope of Contract.

The contract is for **Provision of Car Tracking Services** as per specifications for 38 No. Authority vehicles at the head office and regions for a period of one year. The proposed system should enable visibility (tracking) of **all** Authority vehicles by the Head Office and each County Manager should be able to track the vehicle allocated to that County.

<b>No.</b>	<b>Station</b>	<b>Quantity(38)</b>
1.	Nairobi Head Office	<b>18</b>
2.	Nairobi Regional Office	<b>3</b>
3.	Nyeri Regional Office	<b>1</b>
4.	Kisii Regional Office	<b>1</b>
5.	Migori Liaison Office	<b>1</b>
6.	Kisumu Regional Office	<b>1</b>
7.	Mombasa Regional Office	<b>2</b>
8.	Eldoret Regional Office	<b>1</b>
9.	Kitale Liaison Office	<b>1</b>
10.	Isiolo Regional Office	<b>1</b>
11.	Nakuru Regional Office	<b>1</b>
12.	Kericho Liaison Office	<b>1</b>
13.	Kitui Regional Office	<b>1</b>
14.	Garissa Regional Office	<b>1</b>
15.	Kakamega Regional Office	<b>1</b>
16.	Embu Regional Office	<b>1</b>
17.	Kajiado Region	<b>1</b>
18.	Kiambu Region	<b>1</b>
	Total	<b>38</b>

## SECTION VI - TECHNICAL SPECIFICATIONS

18.0 The successful bidder shall be required to provide car tracking services for all Authority vehicles (**38 No.**) at the head office and various county offices country wide as detailed in page 24. The proposed system should enable visibility (tracking) of all authority vehicles by the Head Office and each County Manager should be able to track the vehicle allocated to that county.

18.1 Minimum specifications are as below:-

1. Get actual vehicle location
2. Set maximum speed for the vehicle
3. Start and stop vehicle (engine immobilizer)
4. Set the vehicles area of operation
5. Get daily mileage report
6. Give fuel usage reports including fuel siphoning.
7. Get the vehicle speed
8. Get low battery alerts
9. Get over speeding alerts
10. SOS emergency button
11. Generate reports of vehicle trips, stops, mileage etc
12. Get user name and password to log into the website
13. Access real time reports on mobile phone, lap tops, tablets etc
14. Create different user accounts with different rights and access
15. Get alerts of fatigue driving, parking alarm etc.
16. View different vehicle tracking maps
17. Latest GPS/GPRS/GSM technology
18. 24 hour support service

18.2 The Bid must include supply, delivery and installation costs for all devices including any special feature computers & related software, Annual Maintenance and Support Services.

6.3 The successful vendor shall be required to train all relevant staff tabulated below on usage of the system immediately after it is installed before it is deployed.

<b>Cadre of Staff</b>	<b>No</b>	
Administration Officers	<b>3</b>	
Supply Chain Officers	<b>3</b>	
Assistant Managers (Regions)	<b>20</b>	
<b>Total</b>	<b>26</b>	

## SECTION VII – EVALUATION CRITERIA (REQUIREMENTS)

### 1. Qualification and Award

The evaluation shall be carried out in three stages as provided below.

- Preliminary Examination (**Mandatory**)
- Technical evaluation – conformance to technical requirements
- Financial Evaluation – lowest evaluated bidder

#### (I). STAGE 1 - PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Requirements
1.	Duly filled, signed and stamped Form of Tender
2.	Copy of Valid Tax compliance Certificate
3.	Duly filled, signed and stamped Confidential Business Questionnaire
4.	Copy of Certificate of Incorporation/Registration
5.	Copy of valid Single Business Permit from County Government.
6.	Manufacturer's Authorization
7.	Provide Reliable communication services e.g. fixed line telephone number, cellphone numbers and postal address
8.	Certification with Communication Authority of Kenya for provision of car tracking services
9.	Audited account for 3 years (2014, 2015 and 2016)
10.	Duly filled, signed and stamped self-Declaration form
11.	Duly filled, signed and stamped Anti-Corruption Declaration form.
12.	Must provide one original and one copy of Tender document which MUST be Paginated/ serialized/ Numbered sequentially in all pages.

- ***Bidder must meet all the mandatory requirements to qualify for Technical evaluation***

## **STAGE II - Technical Evaluation**

*(Documentary evidence must be provided for each requirement – noncompliance shall lead to disqualification or nil points).*

	<b>Requirements (Submit evidence)</b>	<b>Score (%)</b>	
	<b>Past Experience:-</b>		
1.	Provide clients' references letters for similar assignments successfully undertaken. (Up to a maximum of 5 letters, each 4 marks). <i>Attach recommendation /reference letters in clients' letter heads.</i>	20	
2.	Provide evidence of experience in provision of Car tracking services for a period of not less than three (3) years. <i>(Less than 3 years –0 marks, 3 years -3 marks, 4 years - 4marks, 5 marks for 5 year and 6 marks for 6 years and above)</i>	6	
	No of contracts handled with public entities in the last five years (attach copy of contract/ LSO or completion certificate) Four (4) points each, max Twenty (20) points). <i>Bidders to provide evidence of serviced LSOs or signed contracts.</i>	20	
	Academic qualifications of Team leader. <ul style="list-style-type: none"><li>• Degree in IT or Business related course – 8 points</li><li>• Diploma in IT or Business related course - 4 points</li><li>• Certificate in IT or Business related course – 2 points (Attach copies of certificates)</li></ul>	8	
3.	Academic qualifications of two technical personnel <ul style="list-style-type: none"><li>• Degree in IT or Electronics – 6 points per person</li><li>• Diploma in IT or Electronics - 4 points per person</li><li>• Certificate in IT or Electronics – 2 points per person</li></ul> <i>(Attach copies of certificates)</i>	12	
4.	Proof of technical competence (CV's of 3 technical staff to be involved in this project) <ul style="list-style-type: none"><li>• Provision of CVs of three (3) technical staff who have done similar assignments (4 marks each)</li></ul>	12	
5.	<b>Financial capability:</b> Liquidity ratio for the three financial years: <ul style="list-style-type: none"><li>• Equal to or Greater than 2:1 (4 marks each year up to a max of 12 marks)</li><li>• Equal to 1:1 (2 marks each)</li><li>• Less than 1:1 (0 mark)</li></ul>	12	
6.	Average turnover for the last one year - 2 points for every Kshs. 500,000 handled (Max - 10)	10	
	<b>TOTAL MARKS</b>	<b>100</b>	

## **STAGE THREE**

**Financial evaluation:** - Checking for arithmetical errors and price comparison.



## SECTION VIII - STANDARD FORMS

### *Notes on the Standard Forms:*

#### 71. **Form of Tender**

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

#### 7.2 **Confidential Business Questionnaire Form**

This form must be completed by the tenderer and submitted with tender documents

#### 7.3 **Tender Security Form**

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

#### 7.4 **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.

#### 7.5 **Performance Security form**

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

#### 7.6 **Bank Guarantee for Advance Payment.**

When there is an agreement to have advance payment, this form must be duly completed.

#### 7.7 **Manufacturer's Authorization Form**

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

8.1 **FORM OF TENDER**

Date \_\_\_\_\_

Tender No. **NCA/T/013/2017-2018**

To:  
**The Executive Director**  
**National Construction Authority**  
**P.O. Box 21046-00100**  
**NAIROBI**

Gentlemen and/or Ladies:-

2. Having examined the Tender documents the receipt of which is hereby duly acknowledged, we the undersigned, offer to **Provision of Car Tracking Services** under this tender in conformity with the said Tender document for the sum of Kshs .....  
.....*words*.....*figures* [Total Tender amount in words and figures] Inclusive of VAT or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
13. We undertake, if our Tender is accepted, to Install, Maintain and Support all the necessary Gadgets and Software for Provision of Car Tracking Services in accordance with the conditions of the tender.
14. We agree to abide by this Tender for a period of **120** [number] days from the date fixed for Tender opening in the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
15. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
16. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

## PRICE SCHEDULE

Tenderers are required to indicate Unit Price and total price in **Kenya Shillings inclusive of all applicable taxes.**

### A) INITIAL COSTS

No	Item Description	Quantity	Unit Cost (Kshs)	Total Price ( Kshs)
1	Supply and Installation of Car Tracking Devices including annual support charges	38 Vehicles		
2	Total Training Costs	26 Officers		
3	Other Incidental Costs (if any)			
(A)	<b>Total cost</b>			

TOTAL COST TRANSFERRED TO FORM OF TENDER

KSHS.....

.....

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

Official Rubber Stamp \_\_\_\_\_

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

Part 2 (a) – Sole Proprietor	
Your name in full .....	Age .....
Nationality .....	Country of origin .....
i. Citizenship details .....	
ii. ....	

Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

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			
Name	Nationality	Citizenship Details	
Shares			
1.....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5 .....	.....	.....	.....

Date .....	Signature of Candidate .....
------------	------------------------------

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

**SELF-DECLARATION FORM**

Date \_\_\_\_\_

To:

**The Executive Director  
National Construction Authority  
P.O. Box 21046-00100  
Nairobi**

The tenderer i.e. (name and address)

\_\_\_\_\_ declare the following:

- a) Has not been debarred from participating in public procurement.
  
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

**ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE**

*(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)*

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 of Signatory.....

Title of Signatory  
.....

Official  
Stamp.....

**CONTRACT AGREEMENT 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)*

**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]



**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.

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[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.

## DECLARATION FORM

### STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.

I, .....of P. O. Box ..... being a resident of..... in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (Name of the Company) who is a Bidder in respect of **Tender No.....** To supply goods, render services and/or carry out works for National Construction Authority and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Construction Authority, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Construction Authority.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

**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