



**NATIONAL CONSTRUCTION
AUTHORITY**

**TENDER FOR SERVICING AND MAINTAINANCE OF VARIOUS ICT
EQUIPMENT.**

TENDER NO. NCA/T/012/2017-2018

CLOSING DAY: FRIDAY 24TH NOVEMBER, 2017 AT 11.00AM

NOVEMBER, 2017

**MANAGER, SUPPLY CHAIN
NATIONAL CONSTRUCTION AUTHORITY
P. O. BOX 21046- 00100
NAIROBI
procurement@nca.go.ke**

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

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SECTION I - INVITATION TO TENDER

Date: 9th November, 2017

Tender Ref No. NCA /T/012/2017-2018

TENDER NAME: TENDER FOR SERVICING AND MAINTAINANCE OF VARIOUS ICT EQUIPMENT

- 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 Servicing and maintenance of various ICT Equipment for a period of thirteen (13) months.
- 3.1 **The tender will be awarded per lot and bidders have an option of bidding any lot or all the lots.**
- 4.1 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.
- 5.1 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.
- 6.1 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.
- 7.1 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.
- 8.1 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.
- 9.1 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.
- 10.1 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**)
- 11.1 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **9th floor, KCB Plaza Building** or be addressed to:

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

- 12.1 so as to be received on or before **Friday 24th 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 9th Floor, KCB Plaza, Nairobi.**

Manager Supply Chain
For: Executive Director

SECTION II – INSTRUCTIONS TO TENDERERS

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2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially 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 services 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 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form

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

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender documents”
- 2.4.2. 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.

2.5 Amendment of documents

- 2.5.1. 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 issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5.

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 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 2.12.7

2.12.3 The tender security shall be denominated in a 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
- e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 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 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27.

(iii) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after 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 nonresponsive.

2.13.2 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 2.12 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.

2.14 Format and Signing of Tender

- 2.14.1 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.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original 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.
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 to tender and the words: “DO NOT OPEN BEFORE **Friday 24th November, 2017 at 11:00 am**”
- 2.15.3 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”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1(a) no later than **Friday 24th November, 2017 at 11:00 am**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 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.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 24th November, 2017 at 11:00 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 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 shall be sought, offered, or permitted.
- 2.19.2 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. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, 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.
- 2.20.5 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.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

- 2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform 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 on a 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.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 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 tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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

- 2.24.3 Subject to paragraph 2.25 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 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.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 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.
- 2.28.1 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;
- 2.28.2 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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	Particulars of appendix to instructions to tenderers
2.1	<i>Particulars of eligible tenderers</i> Open to all eligible firms.
2.2.2	<i>Fee for tender document shall be Kshs.1,000/=or free when downloaded</i>
2.8	The form of tender must be duly filled and signed.
2.10	Quotation should be in Kenya shillings only.
2.11	<i>Particulars of eligibility and qualifications documents of evidence required</i> MANDATORY REQUIREMENTS <ul style="list-style-type: none"> • As indicated on the next page.
2.12	Required Tender security of Kshs. 50,000 valid for 150 days from date of tender opening.
2.13.1	Tender shall remain valid for a period of 120 days from the date of opening
2.14.1	Bidders shall provide 1 “ORIGINAL” copy of the tender document clearly marked original and 1 other copy marked “COPY” all placed in one envelope and tender title and number and closing date clearly written on top of the envelope.
2.16	Deadline for Submission of Tenders Closing date shall be Friday 24th November, 2017 at 11:00 am
2.27.1	10% of the contract price performance security will be required from the winning bidder after the award of the tender.
2.24.3	The contract will be awarded to the lowest evaluated bidder.

EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Documents to be submitted	Yes/No
1.	Duly filled, signed and stamped form of tender	
2.	Copy of Valid tax compliance certificate.	
3.	Copy of Certificate of registration/ Incorporation.	
4.	Dully filled, signed and stamped confidential business questionnaire	
5.	Copy of valid Single Business Permit from County Government for 2017.	
6.	Original tender security of Kshs. 50,000 in form of unconditional bank guarantee from a reputable bank or Eligible Insurance Companies valid for 150 days from the date of tender opening.	
7.	Bidders are required to attach letters of accreditation from the respective manufacturer for each equipment you intend to maintain/ service: <ul style="list-style-type: none"> • HP Computers • Dell Computers • HP Printers • Konika minolta printers • Sony Projectors • Samsung Tablets • Apple iPads/iMac/Macbooks 	
8.	Audited account for 3 years (2014, 2015 and 2016)	
9.	Attach atleast one (1) Order or Contract from a public institution as proof of having carried out similar maintenance services. (<i>Proof of maintenance for the specific machine is required to qualify for each lot. i.e. order/contract for maintenance of photocopying machine and/or printers and/or Scanners</i>)	
10.	Duly filled, signed and stamped self-Declaration form	
11.	Duly filled, signed and stamped Anti-Corruption Declaration form.	
12.	Original and copy of tender document MUST be paginated/serialized/ numbered sequentially on all pages including attachments.	

1. TECHNICAL EVALUATION

	Requirements (Submit evidence)	Score (%)
	Past Experience:-	
1.	Appropriateness of the methodology and work schedule and the completeness of the description of the same in relation to the TORs a) Technical approach & methodology (2 marks) b) Bidders additional suggestions & proposals on the TORs (2 marks) c) Organization & staffing (1marks) d) Understanding & conformity to the TORs (2 marks)	7
2.	Similar experience in carrying out maintenance and repairs of the specific ICT equipment indicated in each lot - (4 marks each maximum 20 marks) <ul style="list-style-type: none"> • Lot 1- Attach copies of orders or contracts for servicing of Photocopiers • Lot 2 - Attach copies of orders or contracts for servicing of Hp LaserJet color • Lot 3 - Attach copies of orders or contracts for servicing of Scanners • Lot 4 - Attach copies of orders or contracts for servicing of Hp LaserJet printer • Lot 5- Attach copies of orders or contracts for servicing of desktop computers • Lot 6- Attach copies of orders or contracts for servicing of Laptop computers • Lot 7- Attach copies of orders or contracts for servicing of Ipads/Tablets • Lot 8- Attach copies of orders or contracts for servicing of Sony data projectors • Lot 9- Attach copies of orders or contracts for servicing of surveillance cameras (Each lot will be scored individually for the specific equipment as indicated above)	20
3.	Provide 5 clients' references letters for similar assignments successfully undertaken. (3 marks each). <i>Attach recommendation /reference letters in clients' letterhead.</i>	15
4.	Five (5) duly filled and stamped Client reference forms in the format provided (2 points for each upto a maximum of 5 Client Reference forms) Client Reference Form Rating <ul style="list-style-type: none"> • Excellent (3 points each) • Good (2 point each) • Average (1 points) • Poor (0 points) 	15
5.	Financial Capability: Liquidity ratio for the latest 3 years (<i>attach documentary evidence</i>) <ul style="list-style-type: none"> • Over 2:1 ratio – 3 points each • 2:1 ratio Max-2 points each • 1: 1 ratio Max – 1 points each • Less – 0 point 	9

6.	Education Qualification Team Leader				
	<ul style="list-style-type: none"> Degree in electronics or IT or Business course from a recognized institution. (6 marks) Diploma in electronics or IT or Business course from a recognized institution. (5 marks) Certificate in electronics or IT or Business course from a recognized institution.(3 marks) (Attach copies of certificates) 	6		6	
	<ul style="list-style-type: none"> Experience in maintenance and repairs of ICT equipment's. (Attach Cv in format provided) (1 Mark for each year upt a max of 8 marks) 	8		8	
	Two Other Technical Staff				
	<ul style="list-style-type: none"> Diploma in in electronics from a recognized institution. (5 marks) Certificate in electronics from a recognized institution. (4 marks) (Attach copies of certificates) 	10		10	
<ul style="list-style-type: none"> Experience in maintenance and repairs of ICT equipment's (Attach CV in format provided) (1 mark each year upto a maximum of 5 year each staff) 	10	10			
Total points			100		
The minimum technical score required to pass is:70 %					

Note: Cut off points for the technical evaluation shall be 70 percent and bidders who shall not have attained this mark shall not proceed to the next stage of the evaluation process.

3. FINANCIAL EVALUATION

The firm achieving the lowest evaluated price after qualifying in technical evaluation shall be recommended for award.

a) SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

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 services under the contract or any part thereof .

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 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.

- 3.6.3 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
 - e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.
- 3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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.

3.10 Termination for Default

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 provide any or all of the services 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.
- d) 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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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.

3.15 Governing Language

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

3.16 Force Majeure

The contractor 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.

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	A performance security of 10% of the contract price in the form of unconditional bank guarantee will be required from the winning bidder.
3.8	Payment shall be made quarterly after successful conclusion of the quarterly service. Payment process shall commence upon submission of a duly signed job card and an invoice.
3.9	Prices shall be maintained for the period of the contract.
3.14	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per the provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by parties and in failure of such an agreement by the chairperson for the time being of the Chartered Institute of Arbitrators Kenya Branch and award given shall be final.
3.17	The applicable law shall be Kenyan Law
3.18	National Construction Authority, P.O Box 21046-00100, NAIROBI, GPO. Suppliers contact to be furnished.
3.19	The contractor shall (except in respect to losses, injuries or damage resulting from any act or neglect of NCA) indemnify and keep indemnified NCA against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect of or in relation thereto.
	i) Maintenance and Servicing of the IT equipment shall be at the location indicated ii) Invoice must be received from supplier immediately on delivery of goods/service

SECTION V: SCHEDULE OF REQUIREMENTS

LOT 1

MONOCHROME PRINTERS KONICA MINOLTA BIZ HUB 223

NO	LOCATION	SERIAL NUMBER
1.	Nairobi Regional Office	A143WY1412550
2.	Nairobi Regional Office	A0ED943600 KYOCERA 4500i
3.	Nakuru Regional Office	A143WY1412616
4.	Kisumu Regional Office	A143WY1412098
5.	Eldoret Regional Office	A143WY1412613
6.	Kakamega Regional Office	A143WY1412495
7.	Kisii Regional Office	A143WY1412580
8.	Isiolo Regional Office	A143WY1422141
9.	Nyeri Regional Office	A143WY1412550
10.	Mombasa Regional Office	A143WY1412600
11.	Embu Regional Office	A143WY1411891
12.	Head Office Training Dept	A143WY1422148
13.	Head Office Registration & Compliance Dept	A143WY1411998
14.	Head Office HR/Admin Dept	A143WY1412025
15.	Head Office Legal Dept	A143WY1425577
16.	Head Office Supply Chain Dept	A143WY1412565

Expected services

- Replace waste toner box
- Check drum unit
- Check staple cartridge
- Punch scrap processing
- Check and reset counters
- Clean machine for dust, exterior and internal peripherals
- Check developer unit
- Check and clean document feeders
- Check fuser unit

LOT 2

HP LASER JET COLOR 476DW

NO	LOCATION	SERIAL NUMBER
1.	Nairobi Regional Office	A0ED943600 C662215744
2.	Nakuru Regional Office	CNB7GC87H8
3.	Kisumu Regional Office	CNB7GC87RH
4.	Eldoret Regional Office	CNB7H2G2CR
5.	Kakamega Regional Office	CNB7GC87GH
6.	Kisii Regional Office	CNBGC87J0
7.	Isiolo Regional Office	CN518CB0Y4
8.	Nyeri Regional Office	CN554291TQ CNB7H2G29J
9.	Mombasa Regional Office	CNB7GC87HH
10.	Embu Regional Office	CN55K1H3Y0
11	Garissa Regional Office	CNBC87J8

Expected services

- Check drum unit
- Punch scrap processing
- Check and reset counters
- Clean printer for dust, exterior and internal peripherals
- Check paper cassettes
- Check fuser unit
- Check rollers and gears
- Check leakages on toners

LOT 3

HP SCANNER G4050

NO.	LOCATION	SERIAL NUMBER
1.	Nairobi Regional Office	C143WY1412550
2.	Nakuru Regional Office	CST4L4CQ60B8
3.	Kisumu Regional Office	CN526CB02C05T
4.	Eldoret Regional Office	CN5188CB0YD053
5.	Kakamega Regional Office	N518CB0VV05T7
6.	Kisii Regional Office	CN518CD0Z3
7.	Isiolo Regional Office	CNB7H2G2DF
8.	Nyeri Regional Office	CN46HCB0FV
9.	Mombasa Regional Office	518CBOWVO5T7
10.	Embu Regional Office	CN518CB0ZB
11.	Garissa Regional Office	CST4L48760

Expected services

- Check scanner for errors
- Clean scanner and scanning jet
- Check power and output image after scanning

LOT 4

HP LASERJET PRINTER P3015

NO.	LOCATION	SERIAL NUMBER
1.	Head Office Nairobi	VNFVHQ0K5
2.	Head Office Nairobi	VNFVH6Y0N
3.	Head Office Nairobi	VNFVH3T014
4.	Head Office Nairobi	VNC4F29733 (400 PRO)
5	Head Office Nairobi	VNFVH6YONS
6	Head Office Nairobi	CNCJW30166

Expected services

- Check and reset counters
- Clean machine for dust, exterior and internal peripherals
- Check paper cassettes
- Check rollers and gears
- Check leakages on toners

LOT 5

DESKTOP COMPUTERS

NO	BRAND/ MODEL	LOCATION	QUANTITY
1.	HP PRO 280 G2 MT	Head Office & regional Offices	20
2.	HP COMPAQ PRO 6300	Head Office & regional Offices	10
3.	HP PRO MICROTOWER	Head Office & regional Offices	52
4.	DELL OPTIPLEX 9010	Head Office & regional Offices	40
5.	DELL OPTIPLEX 9020	Head Office & regional Offices	30
6.	DELL OPTIPLEX 7010	Head Office & regional Offices	10
7.	APPLE IMAC	Head Office & regional Offices	5

NB; Distribution of equipment in the different regional is on page 35 & 36.

Expected services

- Boot system from a cold start. Monitor for errors and speed of entire boot process.
- BIOS up-to-date
- Hard Disk operating Read write tasks
- DVD or CD/RW-drive firmware up-to-date
- Memory is O.K
- Unused software removed
- Temporary files removed
- Recycle Bin and caches emptied
- Periphery devices clean
- Dust removed
- No loose parts
- Airflow is O.K.
- Cables unplugged and re-plugged
- Fans are operating
- Mouse
- Clean Keyboard
- Clean Monitor

- UPS power ok.
- Check for faulty RAM/HDD/Motherboard

LOT 6

LAPTOP COMPUTERS

NO	BRAND/ MODEL	LOCATION	QUANTITY
1.	HP PAVILION 15	Head Office & Regional offices	15
2.	HP ENVY DV6	Head Office	10
3.	HP 15	Head Office & Regional offices	30
4.	APPLE MACBOOK PRO A1286	Head Office & Regional offices	2
5.	APPLE MACBOOK PRO 12”	Head Office & Regional offices	2

NB; Distribution of equipment in the different regional is on page 35 & 36.

Expected services

- Boot system from a cold start. Monitor for errors and speed of entire boot process.
- BIOS up-to-date
- Hard Disk operating Read write tasks
- DVD or CD/RW-drive firmware up-to-date
- Memory is O.K
- Unused software removed
- Temporary files removed
- Recycle Bin and caches emptied
- Periphery devices clean
- Dust removed
- No loose parts
- Airflow is O.K.
- Cables unplugged and re-plugged
- Fans are operating
- Mouse
- Clean Keyboard
- Clean Monitor
- UPS power ok.
- Check for faulty RAM/HDD/Motherboard

LOT 7

IPADS/ TABLETS

NO	BRAND/ MODEL	LOCATION	QUANTITY
1.	IPAD AIR II	Head Office Nairobi	20
2.	IPAD AIR	Head Office Nairobi	33
3.	SAMSUNG TAB S2	Head Office Nairobi	10

Expected services

- Check for faulty screen and parts

- Check for faulty home button
- Check for faulty volume/power keys
- Firmware/iOS/android update

LOT 8

SONY DATA PROJECTOR

NO	BRAND/ MODEL	LOCATION	QUANTITY
	SONY DATA PROJECTOR	Head Office Nairobi	2

Expected services

- Boot projector from start. Monitor for errors and speed of entire boot process.
- Fans are operating
- Check for faulty Lens and parts

LOT 9

SURVEILANCE CAMERAS

NO	BRAND/ MODEL	LOCATION	QUANTITY
1.	CCTV CAMERAS	Head Office Nairobi	18

Expected services

- Check normal operation
- Clean dusts on CCTV cameras

SECTION VII-PRICE SCHEDULE FOR SERVICES

Tender for Servicing and Maintenance of Various ICT Equipment eg. Photocopying Machines, Printers, Scanners, computers, laptops, tablets, Projector and Surveillance cameras

Tender Number NCA/T/012/2017-2018

The vendor will perform its services at the locations specified in the Schedule of Requirements.

LOT 1:

MONOCHROME PRINTERS KONICA MINOLTA BIZ HUB 223

No.	LOCATION	SERIAL NUMBER	QUARTERLY MAINTAINANCE COST	ANNUAL MAINTAINANCE COST
1.	Nairobi Regional Office	A143WY1412550		
2.	Nairobi Regional Office	A0ED943600 KYOCERA 4500i		
3.	Nakuru Regional Office	A143WY1412616		
4.	Kisumu Regional Office	A143WY1412098		
5.	Eldoret Regional Office	A143WY1412613		
6.	Kakamega Regional Office	A143WY1412495		
7.	Kisii Regional Office	A143WY1412580		
8.	Isiolo Regional Office	A143WY1422141		
9.	Nyeri Regional Office	A143WY1412550		
10.	Mombasa Regional Office	A143WY1412600		
11.	Embu Regional Office	A143WY1411891		
12.	Head Office Training Dept	A143WY1422148		
13.	Head Office Registration & Compliance Dept	A143WY1411998		
14.	Head Office HR/Admin Dept	A143WY1412025		
15.	Head Office Legal Dept	A143WY1425577		
16.	Head Office Supply Chain Dept	A143WY1412565		
A1) SUB-TOTAL inclusive of transport cost (Transfer to Form of Tender)				

LOT 2:
HP LASERJET COLOR 476DW

NO	LOCATION	SERIAL NUMBER	QUARTERLY MAINTAINANCE COST	ANNUAL MAINTAINANCE COST
1.	Nairobi Regional Office	A0ED943600 C662215744		
2.	Nakuru Regional Office	CNB7GC87H8		
3.	Kisumu Regional Office	CNB7GC87RH		
4.	Eldoret Regional Office	CNB7H2G2CR		
5.	Kakamega Regional Office	CNB7GC87GH		
6.	Kisii Regional Office	CNBGC87J0		
7.	Isiolo Regional Office	CN518CB0Y4		
8.	Nyeri Regional Office	CN554291TQ CNB7H2G29J		
9.	Mombasa Regional Office	CNB7GC87HH		
10.	Embu Regional Office	CN55K1H3Y0		
11.	Garissa Regional Office	CNBC87J8		
A2) SUB-TOTAL inclusive of transport cost (Transfer to Form of Tender)				

LOT 3:
HP SCANNER G4050

NO.	LOCATION	SERIAL NUMBER	QUARTERLY MAINTAINANCE COST	ANNUAL MAINTAINANCE COST
1.	Nairobi Regional Office	C143WY1412550		
2.	Nakuru Regional Office	CST4L4CQ60B8		
3.	Kisumu Regional Office	CN526CB02C05T		
4.	Eldoret Regional Office	CN5188CB0YD053		
5.	Kakamega Regional Office	N518CB0VV05T7		
6.	Kisii Regional Office	CN518CD0Z3		
7.	Isiolo Regional Office	CNB7H2G2DF		
8.	Nyeri Regional Office	CN46HCB0FV		
9.	Mombasa Regional Office	518CBOWVO5T7		
10.	Embu Regional Office	CN518CB0ZB		
11.	Garissa Regional Office	CST4L48760		
A3) SUB-TOTAL inclusive of transport cost (Transfer to Form of Tender)				

LOT 4:**HP LASERJET PRINTER P3015**

NO.	LOCATION	SERIAL NUMBER	QUARTERLY MAINTAINANCE COST	ANNUAL MAINTAINANCE COST
1.	Head office	VNFVHQ0K5		
2.	Head office	VNFVH6Y0N		
3.	Head office	VNFVH3T014		
4.	Head office	VNC4F29733(400PRO)		
5.	Head office	VNFVH6YONS		
6.	Head office	CNCJW30166		
A4) SUB-TOTAL inclusive of transport cost (Transfer to Form of Tender)				

LOT 5:**DESKTOP COMPUTERS**

NO	BRAND/ MODEL	LOCATION	QUANTITY	QUARTERLY MAINTAINANCE COST	ANNUAL MAINTAINANCE COST
1.	HP PRO 280 G2 MT	Head Office & regional Offices	20		
2.	HP COMPAQ PRO 6300	Head Office & regional Offices	10		
3.	HP PRO MICROTOWER	Head Office & regional Offices	52		
4.	DELL OPTIPLEX 9010	Head Office & regional Offices	40		
5.	DELL OPTIPLEX 9020	Head Office & regional Offices	30		
6.	DELL OPTIPLEX 7010	Head Office & regional Offices	10		
7.	APPLE IMAC	Head Office Nairobi	5		
A5) SUB-TOTAL inclusive of transport cost (Transfer to Form of Tender)					

NB; Distribution of equipment in the different regional is on page 35

LOT 6

LAPTOP COMPUTERS

No	BRAND/ MODEL	LOCATION	QUANTITY	QUARTERLY MAINTAINANCE COST	ANNUAL MAINTAINANCE COST
1.	HP PAVILION 15	Head Office & regional Offices	15		
2.	HP ENVY DV6	Head Office Nairobi	10		
3.	HP 15	Head Office & regional Offices	30		
4.	APPLE MACBOOK PRO A1286	Head Office Nairobi	2		
5.	APPLE MACBOOK PRO 12"	Head Office Nairobi	2		
A6) SUB-TOTAL inclusive of transport cost (Transfer to Form of Tender)					

NB; Distribution of equipment in the different regional is on page 35 & 36.

LOT 7

IPADS/ TABLETS

No	BRAND/ MODEL	LOCATION	QUANTITY	QUARTERLY MAINTAINANCE COST	ANNUAL MAINTAINANCE COST
1.	IPAD AIR II	Head Office Nairobi	20		
2.	IPAD AIR	Head Office Nairobi	33		
3.	SAMSUNG TAB S2	Head Office Nairobi	10		
A7) SUB-TOTAL inclusive of transport cost (Transfer to Form of Tender)					

LOT 8

SONY DATA PROJECTOR

NO	BRAND/ MODEL	LOCATION	QUANTITY	QUARTERLY MAINTAINANCE COST	ANNUAL MAINTAINANCE COST
1.	SONY DATA PROJECTOR	Head Office Nairobi	2		
A8) SUB-TOTAL inclusive of transport cost (Transfer to Form of Tender)					

LOT 9

SURVEILANCE CAMERAS

No	BRAND/ MODEL	LOCATION	QUANTITY	QUARTERLY MAINTAINANCE COST	ANNUAL MAINTAINANCE COST
1.	CCTV CAMERAS	Head Office Nairobi	18		
A9) SUB-TOTAL inclusive of transport cost (Transfer to Form of Tender)					

Note:

- i) The contract will be awarded to the bidder with the lowest total cost overall per lot.
- ii) Bidders must quote for servicing/maintenance of all the equipment's in a lot, failure to quote for any of the indicated equipment will lead to disqualification.
- iii) Bidders have an option of quoting for all the lots or any one of the lots.
- iv) **Preventive Maintenance:** This will be carried out every **3 months** (i.e.4 services during the year)
- v) The Authority will design **a job card** for each equipment that would be signed by the user department, ICT staff and one Supply Chain personnel after ever service.
- vi) **Service calls:** The service provider will attend to calls by the customer on faults on the equipment during the contract period.
- vii) Service shall be provided on site during normal office hours 8:30am-5:00pm Monday to Friday, (except public holidays) unless other special arrangements are made and agreed upon between the service provider and NCA. Any change in the above time schedule must be brought to the notice of NCA a week in advance.
- viii) The resulting contract will be expected to run for a period of One year one month (13 months).

DISTRIBUTION OF EQUIPMENT IN THE DIFFERENT REGIONS

LOT 5

HP & DELL

No.	REGIONS	HP	DELL
1.	Head Quarters	46	46
2.	Nairobi Region	3	5
3.	Kisumu Region	1	4
4.	Nakuru Region	5	4
5.	Nyeri Region	3	0
6.	Kericho Region	2	1
7.	Kakamega Region	2	0
8.	Eldoret Region	4	2
9.	Isiolo Region	3	1
10.	Kitale Region	2	3
11.	Bungoma Region	2	0
12.	Machakos Region	1	0
13.	Kitui region	1	4
14.	Garissa Region	3	3
15.	Makuyu Liaison Office	1	3
16.	Rongai Liaison Office	2	1
17.	Kiambu Region	1	0
18.	Kisii Region	3	1
19.	Migori Region	1	1
20.	Homabay Liaison Office	1	1
21.	Kajiado Liaison Office	2	0

LOT 6

HP PAVILION 15

No.	REGIONS	No.
1.	Head quarters	11
2.	Kiambu Regional Office	1
3	Migori Liaison Office	1
4.	Kericho Regional Office	1
5.	Kitale Regional Office	1

HP 15

No.	REGIONS	No.
1.	Head quarters	15
2.	Nakuru Regional Office	1
3	Kakamega Regional Office	1
4.	Eldoret Regional Office	1
5.	Kisumu Regional Office	1
6	Isiolo Reginal Office	1
7.	Nyeri Regional Office	1
8.	Kisii Regional Office	1
9.	Mombasa Regional Office	1
10.	Machakos Regional Office	1
11.	Kitui Regional Office	1
12.	Kajiado Regional Office	1
13.	Nairobi Regional Office	1
14.	Garissa Regional office	1
15.	Makuyu Liaison Office	1
16.	Bungoma Regional Office	1

SECTION VIII-STANDARD FORMS

Notes on the sample Forms

1. Form of TENDER-The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form-When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to NCA.
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 and should incorporate the accepted contract price.
5. Performance Security Form- The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to NCA.
6. Bank Guarantee for Advance Payment Form-When Advance payment is requested for by the successful bidder and agreed by NCA, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form-When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

FORM OF TENDER

Date _____

Tender No. NCA/T/012/2017-2018

**To: The Executive Director,
National Construction Authority,
Nairobi**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.
[insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to service and maintain;

Lot 1 - Monochromeprinters Konica Minolta Biz Hub 223 (in conformity with the said tender documents for the sum of.....
..... *(total tender amount in words and figures)*)

Lot 2 - HP Laserjet Color 476DW (in conformity with the said tender documents for the sum of.....
..... *(total tender amount in words and figures)*)

Lot 3 - HP Scanner G4050 (in conformity with the said tender documents for the sum of.....
..... *(total tender amount in words and figures)*)

Lot 4 - HP Laserjet Printer P3015 (in conformity with the said tender documents for the sum of.....
..... *(total tender amount in words and figures)*)

Lot 5 - Desktop Computers (in conformity with the said tender documents for the sum of.....
..... *(total tender amount in words and figures)*)

Lot 6 - Laptop Computers (in conformity with the said tender documents for the sum of.....
..... *(total tender amount in words and figures)*)

Lot 7 - Ipads/Tablets (in conformity with the said tender documents for the sum of.....
..... *(total tender amount in words and figures)*)

Lot 8 - Sony Data Projector (in conformity with the said tender documents for the sum of.....
..... *(total tender amount in words and figures)*)

Lot 9 - Surveillance Cameras (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.

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

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.....Street/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>
--

<p>Part 2 (a) – Sole Proprietor</p>
<p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details •

<p>Part 2 (b) Partnership</p>																		
<p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.			2.			3.			4.		
Name	Nationality	Citizenship Details																
Shares																		
1.																		
2.																		
3.																		
4.																		

<p>Part 2 (c) – Registered Company</p>																					
<p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> </tr> <tr> <td>5.....</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.....			2.			3.			4.....			5.....		
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Shares																					
1.....																					
2.																					
3.																					
4.....																					
5.....																					

<p>Date Signature of Candidate.....</p>

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

FORM 2 - CLIENT REFERENCE FORM

(To be filled by the Client)

Name of firm (Tenderer).....

Name and address of Client.....

.....

Value of Contracts handled

Value	Period of Contract

Performance Evaluation

(The client to indicate tenderer rating by ticking the appropriate box)

How do you rate the performance of the tenderer as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1. General Service Handling				
2. Timeliness in service delivery				
3. General customer care				

Please note:

- Client Reference Form Rating will be as follows; excellent -3 points, Good -2 point, Average -1 points and Poor -0 points.
- The rating per form will be averaged.

Name of authorized signatory (Client).....

Title.....

Signature.....

Date.....

Official stamp of the Client

Telephone contacts:-.....

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 62 of the PPDA, 2015)

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.....

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)

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:** _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____
[Signature of staff member]

_____ **Date;**

_____ *[Signature of authorised representative of the firm]*

Full name of staff member: _____

Full name of authorized representative: _____

8.3 MANUFACTURER'S AUTHORIZATION FORM

To [name of NCA]

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

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

[signature for and on behalf of manufacturer]

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

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

**FORM RB 1
REPUBLIC OF KENYA**

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the NATIONAL CONSTRUCTION AUTHORITY of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for order/orders that: -

- 1.
 - 2.
- etc

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED
Board Secretary