



**NATIONAL CONSTRUCTION  
AUTHORITY**

**TENDER FOR  
ANNUAL LICENSE RENEWAL FOR MICROSOFT  
DYNAMICS NAVISION AND SHAREPOINT**

**TENDER NO. NCA/T/15/2017-2018**

**CLOSING FRIDAY 15<sup>TH</sup> DECEMBER, 2017 AT 11.00AM**

**NOVEMBER 2017.**

**MANAGER, SUPPLY CHAIN  
NATIONAL CONSTRUCTION AUTHORITY  
P. O. BOX 21046- 00100  
NAIROBI.  
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**EXECUTIVE DIRECTOR  
NATIONAL CONSTRUCTION AUTHORITY  
P.O. BOX 21046 - 00100  
NAIROBI.**

## SECTION I – INVITATION TO TENDER

**Date: 29<sup>th</sup> November, 2017**

### **TENDER NO. NCA/T/15/2017-2018: ANNUAL LICENSE RENEWAL FOR MICROSOFT DYNAMICS NAVISION AND SHAREPOINT**

- 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.
- 1.2 The Authority invites sealed bids from interested candidates for annual license renewal for Microsoft Dynamics Navision and share point for a period of one year.
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Office, situated at the National Construction Authority Headquarters on 9<sup>th</sup> Floor KCB towers, Upper Hill during normal working hours.
- 1.4 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) in form of a bankers cheque payable to National Construction Authority or deposited in NCA's KCB account 1136368019 Milimani Branch.
- 1.5 The document may also be downloaded free of charge from the IFMIS suppliers' portal: [supplier.treasury.go.ke](http://supplier.treasury.go.ke) and/ or the National Construction Authority's website; [www.nca.go.ke](http://www.nca.go.ke).
- 1.6 Bidders who download the tender document must arrange to 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.
- 1.7 Prices quoted should be net inclusive of all taxes and delivery (where applicable) must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.8 All bids must be accompanied by a bid security of **Kshs.90,000.00 (Ninety Thousand shillings)** from a reputable bank or Eligible Insurance Companies valid for 150 days from the date of tender opening. Bidders registered under AGPO have the option of submitting a dully filled, signed and stamped Tender Securing Declaration form.
- 1.9 Bidders must sequentially number/paginate/serialize the tender document in all pages including all attachments.
- 1.10 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, 9th Floor, Kenya Road, Upper Hill,  
P O Box 21046 – 00100  
NAIROBI, KENYA

so as to be received on or before **Friday 15<sup>th</sup> December, 2017 at 11.00a.m.**

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 towers, Nairobi.

**Manager Supply Chain**  
**FOR: EXECUTIVE DIRECTOR**

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **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 relative (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.5,000/=
- 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 6 of these instructions to tenders
  - 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
- xii) Principal's or manufacturers authorization form
- xiii) Declaration 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 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the 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 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 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

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 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

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 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

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

## 2.13 Validity of Tenders



2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the 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 15<sup>th</sup> December, 2017 at 11.00a.m.**"

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 2.15.2, 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 2.15.2 no later than **Friday 15<sup>th</sup> December, 2017 at 11.00a.m.**

- 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 6, 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, at **Friday 15<sup>th</sup> December, 2017 at 11.00a.m** 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 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.
- 2.20.5 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 nonconformity.

## **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 2.2.3 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 2.29 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 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, 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 2.29 or paragraph 2.30.1 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.

2.28.2 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;

2.28.3 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 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

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1	The tender is open to all interested and eligible bidders.
2.10	Kenya Shillings
2.11	Particulars of eligibility and qualifications documents of evidence required.
2.12	Kshs.90,000/- in form of unconditional bank/insurance guarantee valid for 150 days from the date of tender opening.
2.18	Both Technical and financial proposals will be opened on the same day <b>15<sup>th</sup> December, 2017</b>
2.24	Particulars of post – qualification if applicable
2.27	Performance security (in form of bank guarantee) equivalent to 10% of the tender sum required Within fourteen 14 days of the receipt of notification of award

## **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.

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. 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.

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 it's 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.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Performance security equivalent to 10% of tender sum is required.
3.6.3	A bank guarantee or Such insurance guarantee as approved by the PPRA or Letter of credit.
3.8	Payment shall be made quarterly after successful completion of the assignment and within 30 days after submitting all required documentation to support payment. The documentation includes, Invoice, Signed quarterly reports with attached work tickets as per the TOR and number of successfully resolved issues.
3.9	No price adjustments allowed
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 provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.17	Laws of Kenya
3.18	Executive Director National Construction Authority P.O Box 21046-00100 Nairobi

## EVALUATION CRITERIA

### a) PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)

No.	Criteria	Yes/ No
1.	Copy of certificate of incorporation/Registration	
2.	Copy of current valid tax compliance certificate	
3.	Tender security: Submit an Original Bank/Insurance Guarantee of Kshs.90,000.00 valid for 150 days from the date of tender opening. <b>OR</b> Dully filled, signed & stamped Tender Securing Declaration form for AGPO registered firms (Must attach valid AGPO Certificate to support it)	
4.	A valid Single business permit from County Government for 2017	
5.	Duly filled, signed and stamped form of tender	
6.	Dully filled, signed and stamped Confidential Business Questionnaire	
7.	Duly filled, signed and stamped Self Declaration Form	
8.	Duly filled, signed and stamped Anti-Corruption Declaration form	
9.	Manufacturer's authorization certificate OR Recommendation letter in manufacturer's official letter head.	
10.	Audited accounts for the last three years (2014, 2015 & 2016)	
11.	Must provide one original and one copy of the Tender document which MUST be sequentially Paginated/serialized/Numbered on each page including all the attachments	

**NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation.**

**b) TECHNICAL EVALUATION**

<b>No.</b>	<b>Requirements</b>	<b>Criteria</b>	<b>Marks</b>	
<b>1.</b>	Academic & Professional qualifications and experience of Team Leader(Attach certificates)	<i>a) Academic qualification (Attach certificates)</i>	Degree (ICT related field) – 6 Points(Attach certificates)	<b>6</b>
			Diploma (ICT related field)– 3 Point(Attach certificates)	
		<i>b) Professional qualification (Attach certificates)</i>	Microsoft Dynamics Nav Certification-2points(Attach certificates) Microsoft SharePoint Certification-2points(Attach certificates)	<b>4</b>
		<i>c) Experience(Specific experience relevant to the assignment)</i>	1 mk for each year's experience to a max. of 6 (Attach CV in format provided)	<b>6</b>
<b>2.</b>	Professional qualifications and experience of two other technical personnel	<i>a) Academic qualification</i>	Degree (ICT related field) – 6 points	<b>12</b>
			If Diploma (ICT related field)– 2 points (Attach certificates)	
		<i>b) Professional qualification</i>	Microsoft Dynamics Nav Certification. (2 marks per staff) Microsoft SharePoint Certification. (2 marks per staff) (Attach certificates)	<b>8</b>
		<i>c) Experience(Specific experience relevant to the assignment)</i>	1 mk for each year's experience for each person to a max. of 6(Attach CV in format provided)	<b>12</b>

<b>3.</b>	List of 6 corporate clients (attach documentary evidence in form of signed contracts or LSO's or completion certificates) for comparable institutions	2 marks per client to a maximum of 12	<b>12</b>
<b>4.</b>	Submit 5 reference letters in client's official letter heads. The reference should be in regard to similar projects ongoing or completed and indicate contact person	3 marks for each reference letter to a maximum of 5	<b>15</b>
<b>5.</b>	Financial Capability	Liquidity ratio: For the three years <ul style="list-style-type: none"> <li>• 2:1 ratio Max – 5 points for each year</li> <li>• 1:1 ratio Max – 3 points for each year</li> <li>• Less – 0 point</li> </ul>	<b>15</b>
<b>6.</b>	Methodology & work plan	Detailed explanation of how support is carried out describing both on call, remote, onsite , support hours and support activities (5 marks);  Knowledge transfer proposal during support services (5 marks).	<b>10</b>
		<b>Total</b>	<b>100</b>

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

**c) FINANCIAL EVALUATION AND AWARD CRITERIA**

The Bidder who shall be determined as the **lowest evaluated bidder** after surpassing the minimum technical score shall be considered and recommended for award.



## **SECTION V: TERMS OF REFERENCE**

### **5.1 BACKGROUND**

NCA has automated its office operations at KCB Towers in Upper Hill which serves as the Headquarter. The Authority has an integrated information system in place (Microsoft Dynamics Nav, Sharepoint, DMS, SMS and mobile apps).

### **5.2 OVERVIEW OF THE PROJECT**

NCA wishes to enter into a contract with a recognized Microsoft Certified Partner who will provide the appropriate licenses and work with NCA IT team to optimize MS Dynamics NAV, SharePoint DMS, mobile applications and payment systems. The selected partner will supply and install the appropriate licenses and provide for integration between the existing sharepoint system and the government eCitizen for automated payment processing.

The contractor will be required to complete a gap analysis to assess the requirements for integrating with eCitizen and some other government agencies such as verification of registered youth contractors and to challenge NCA on best and simplifying practices. Experience using innovative approaches to meet the unique needs of NCA will be a prerequisite for consideration.

The principal objectives of this initiative are:

- License to support 100 concurrent user sessions - the quote should include BREP for 100 concurrent users for both SharePoint and Microsoft Dynamics NAV;
- Integration maximization between ERP financial system, Sharepoint and eCitizen;
- Drive efficiency through streamlined workflows which will involve develop a mobile app for due diligence and integrate with sharepoint;
- Reduce ongoing maintenance and upgrade costs and efforts through well training.

NCA's ERP system includes the following components:

- i. Human Resource Module & Payroll
- ii. Finance and Accounting Module,
- iii. Procurement/Supply Chain Module.

NCA'S RCIS Sharepoint system includes the following

- i. Contractor Registration Module
- ii. Skilled Worker Accreditation Module
- iii. Training Module
- iv. Business Development
- v. Mobile apps

### **5.3 PROJECT SCOPE**

The scope of the implementation includes:

**a) Licenses (annual subscription and updates)**

The tenderer shall cater for the annual manufacturer subscription licenses and updates that is payable annually to Microsoft Corporation. This will be for two (2) years payable annually. Purchase of additional Microsoft Navision and Sharepoint Functional licences when needed.

**b) Development of mobile apps and integrations with third party systems.**

- software development of the mobile apps and integrations – the bidder MUST give proof of experience in developing frameworks in cross platform environments and reusable software components;
- Experience working with RESTful APIs;
- automated tests for all testable components;
- full documentation of all public classes, methods and properties;
- documentation of how to embed the framework within an application;
- Small example projects, showing how to use the components of the framework.

**c) Support**

The bidder shall clearly document how they will ensure that the technical and functional needs are adequately supported, including how gaps will be addressed, to ensure proper support of the solution that meets or exceeds NCA's expectation as follows:

- Microsoft Navision partner maintenance support for the ERP system - for two years payable annually.

- Manufacturer (Microsoft SharePoint) annual subscription and updates support – for two years payable annually.

The support for Microsoft Dynamic Nav shall entail the following for:

- Assistance in periodic activities such as, Closing of fiscal periods (End of year transactions), Bank reconciliation activities,
- Consultation for guidance on complex posting procedures such as multi-currency postings.
- Adjustment and modification of finance documents such as goods Receipt Notes (GRN), LPOs/LSOs, invoices (Purchase/Sales), receipts, payment vouchers, fixed assets and cashbook management
- Adjustments such as modification of approval processes and workflows.
- Customization of reports.
- Budget Controls Implementation.
- Customization/Modification of forms within the scope of finance and procurement as per the Systems analysis.
- Relocation of database files due to space limitation.
- Database and user migration.
- SQL error resolution as far as the deployed Navision ERP is concerned.
- Support and assistance on matters concerning ERP upgrades and Service Pack installations.
- Bugs and Errors resolution as far as the ERP software is concerned.
- Receive, classify, log and track all reported issues and provide case updates until the issues is conclusively resolved.
- Correct Errors in the current version of the Navision Software in a timely manner by providing the repair or replacement of object or executable code versions of the Navision Software.
- Provide urgent security alerts on the version deployed by the client.
- Troubleshooting and provide workarounds assistance where existing system cannot perform some of the tasks.
- Installation and configuration advice to the IT technical staff.
- Answering questions and providing a reasonable level of guidance to the about the

use of the Navision system.

- (s) Provide latest Navision product service packs and maintenance releases and software patches on the version deployed.
- (t) Provide trained Technical Support personnel to handle inquiries and problems.
- (u) Provide documentation updates and major system releases information.
- (v) Provide pro-active maintenance release announcements sent to customer directly.
- (w) Assisting in resolving issues arising from procurement and inventory activities such Procurement Requisition, stores requisition, transfer requisition, order processing as well inventory and costing.
- (x) Assisting in resolving issues arising from common activities when raising claims & advances requisition, payment vouchers, petty cash transaction, procurement requisitions, stores requisitions and common activities tracking.
- (y) Assisting and resolving all issues in regards to HRM Portal activities such as leave, calendar setup, time and attendance, Training and development and HR module related entities.
- (z) Assisting and resolving all issues from the Payroll module including and not limited to payroll setups, employee management, periodic activities, reports, staff loans and other payroll related issues.

The support for Microsoft Sharepoint shall entail the following for:

- (a) Adjustment and modification of code to meet user requirements in the functionality of the Contractor registration, Accreditation and training modules.
- (b) Adjustments such as modification of approval processes and workflow
- (c) Relocation of database files due to space limitation.
- (d) Database and user migration.
- (e) Customization of reports.
- (f) Support and assistance on matters concerning SharePoint upgrades and license installations.
- (g) SQL error resolution as far as the deployed Navision ERP is concerned.
- (h) Provide trained Technical Support personnel to handle inquiries and problems.
- (i) Provide documentation updates and major system releases information
- (j) Bugs and Errors resolution as far as the SharePoint software is concerned.

- (k) Receive, classify, log and track all reported issues and provide case updates until the issues is conclusively resolved.
- (l) Correct Errors in the current version of the SharePoint Software in a timely manner by providing the repair or replacement of object or executable code versions of the Software.
- (m) Provide urgent security alerts on the version deployed by the client.
- (n) Troubleshooting and provide workarounds assistance where existing system cannot perform some of the tasks.
- (o) Installation and configuration advice to the IT technical staff.
- (p) Answering questions and providing a reasonable level of guidance about the use of the SharePoint system.
- (q) Provide latest SharePoint product service packs and maintenance releases and software patches on the version deployed.
- (r) Provide trained Technical Support personnel to handle inquiries and problems.
- (s) Provide documentation updates and major system releases information.
- (t) Provide pro-active maintenance release announcements sent to customer directly

**d) Training**

The bidder shall train 2 Technical officers in an offsite location, preferably accredited training center. The bidder will take care of tuition fees, all travel expenses and accommodation allowances for the period. The training will take place at the beginning of the contract period.

The training should entail;

- a) Certification Training and Exams for Microsoft Navision ERP (All modules). The bidder should indicate the training modules and certification exams to be offered.
- b) Certification Training and Exams for Microsoft SharePoint. The bidder should indicate the training modules and certification exams to be offered.
- c) Training shall be accompanied by certification exam. The training duration MUST be clearly indicated.
- d) Training modules MUST be clearly indicated.
- e) Bidder shall cater for all the training and travel costs. Bidders must provide itemized costings for the training.
- f) Training shall be done at the beginning of the contract.

**N/B: Bidders must comply fully to these terms of reference**

**DRAFT SERVICE LEVEL AGREEMENT**

Between

**NATIONAL CONSTRUCTION AUTHORITY**

And

**XXXXX**

For

**ANNUAL LICENSE RENEWAL FOR DYNAMICS NAVISION ERP,  
SHAREPOINT DMS AND RELATED APPLICATIONS, SUPPORT AND SLA.**

## **GLOSSARY OF TERMS**

- |    |          |                                 |
|----|----------|---------------------------------|
| 1. | Supplier | XX LTD                          |
| 2. | Customer | NATIONAL CONSTRUCTION AUTHORITY |
| 1. | SLA      | Service Level Agreement         |
| 2. | LSO      | Local Service Order             |
| 1. | Hrs      | Hours                           |

**1. INTRODUCTION OF THE PARTIES**

This Agreement (hereinafter referred to as “Agreement”) is made and entered into this.....day of.....2017 by and between:

**LIMITED**

Having its registered offices at

P.O Box XXXX - XXXX, Town, Kenya

Email:

Party on the one side, hereinafter referred to as “**VENDOR**”

**AND**

**AUTHORITY**

Having its registered offices at KCB Building, Upper hill.

P.O.BOX 21046-00100

Nairobi.

Telephone Number: +254 709 126 102

Email: info@nca.go.ke

Party on the other side, hereinafter referred to as “**Customer**”.



**2. OBJECT OF THE AGREEMENT**

- 2.1. The Agreement will be for the provision of annual license, support and maintenance of the Microsoft Nav ERP (Finance, Procurement, HR and Payroll) System, SharePoint (Contractor Registration, Accreditation, Training modules etc). The vendor shall provide the resources and personnel to carry out the assignment and ensure minimal interruptions of the production environment.
- 2.2. This SLA shall generally include the activities defined in the TOR

The vendor agrees and undertakes to provide, during the term of this Agreement, the Services specified in Clause 2.2 above in a diligent and professional manner.

**3. FEE - PAYMENT CONDITIONS**

- (a) For Services rendered pursuant to Clause 2 above, the Customer shall pay to the vendor an annual fee of the tender sum quoted by the tenderer (hereinafter referred to as “**the Contract Price**”). The Contract Price is inclusive of all the applicable taxes.
- (b) The Contract Price shall be paid quarterly, commencing on , upon submission of quarterly reports, invoices and approved SLAs.
- (c) The instalments set out above shall be paid, not later than thirty (30) days after submission by vendor of an invoice (in duplicate) to NCA Project Coordinator designated in Clause 4 here below and after the NCA Project Coordinator has certified that the Services have been discharged as per the set deliverables.
- (d) The Local Service Order number for purposes of this Agreement shall be.....

**4. PROJECT ADMINISTRATION**

NCA designates the Manager Information Communication and Technology as its Project Coordinator for purposes of this Agreement. The Project Coordinator will be responsible for the coordination of activities under this Agreement, acceptance and approval of any reports from vendor and of other deliverables by NCA and for receiving and approving invoices for payment. Vendor shall liaise with the Project Coordinator to ensure that the scope of the work is clearly defined, the set activities are properly implemented and that the desired deliverables are achieved.

**5. TERM OF AGREEMENT**

Vendor shall perform the maintenance and support Services for the period stated in the tender document ((hereinafter referred to as “**the Contract Period**”)

## **6. SERVICE SEVERITY LEVELS**

Tenderer identifies 3 service severity levels;

### **(a) Severity Level 1 (Critical)**

Non-operational Nav ERP/ Microsoft SharePoint system, critical problem or error that renders the software inoperable or causes the software to substantially fail, primary response system failure or a serious security breach.

A Nav ERP product / Microsoft SharePoint Product or Nav ERP product-dependant service/ Microsoft SharePoint Dependant Service is down or not working according to specifications and it is affecting other systems, services, department or entire organization. The Service Provider will remain on site until the problem or a workaround is provided

Examples of Critical Priority Errors may include blue screen, file corruption, or program hangs requiring reboots.

The Service Provider will use reasonable efforts to:

- (a) Have a Technical Support Engineer initially respond to an unresolved Error within two (2) hours of the time the incident is logged, in an attempt to resolve this problem quickly, a resolution, workaround or emergency bug fix may be provided. Same day escalation to the Technical Manager for an action plan.
- (b) Provide the NCA with daily reports on the status of the corrections,
- (c) Provide the NCA with a Workaround or Fix within (1) business day, and
- (d) Fix the Error in the system through customization of the Software.
- (e) Record how the error was solved for future reference.

### **(b) Severity Level 2: (Urgent)**

HIGH PRIORITY - A High Priority Error substantially degrades the performance and/or causes serious limitations in the use of the Nav ERP and/SharePoint Software.

Development system down, primary response system is operational, but a major function or feature in non-operational or is not working up to expectations; minor security breach that does not have an immediate impact to the Customer business operations.

Examples of High Priority Errors may include: Key Officers failing to access the system; key reports are not accessible/not working as intended, key functions cannot be executed in the system.

The Service Provider's will use reasonable efforts to:

- (a) Have a technical support engineer initially respond to an unresolved error within six (6) hours of the time the incident is logged, same day escalation to the technical manager for an action plan
- (b) Provide NCA with frequent reports on the status of the corrections,
- (c) Provide NCA with a work around or fix within (2) business days, and
- (d) Fix the error in the system through customization or configuration of the software.
- (e) Record how the error was solved for future reference

(c) **Severity Level 3:**

A Low Priority Error or incident has minor impact on overall Software use, examples of a low priority errors may include: data content formatting or representation inconsistencies, issues that are cosmetic in nature, or enhancement requests; software is operational but is experiencing problems or reporting errors. This could also be a configuration, software management issue or a feature request.

The service provider support engineers will provide an initial response within eight (8) business hours and work toward resolution which may be included in a follow-on release.

7. **SUPPORT AND ESCALATION PROCEDURES**

The CUSTOMER must designate one contact as the Primary Designated Contact (PDC).

Access to the service provider technical support either by telephone or electronically will be limited to the Customer designated contacts. CUSTOMER will be provided with three (3) designated service provider contacts.

Support Issues will further be escalated as follows;

- Have a technical support engineer initially respond to an unresolved error within specified hours of the time the incident is logged, same day escalation to the technical manager for an action plan and periodic reports issued to the client on progress.

8. **MONITORING AND REPORTING SERVICE LEVELS**

VENDOR will prepare and present for signing a work ticket to the Customer's staff whenever they provide support services. This will apply even when telephonic or email support services are provided. VENDOR will prepare a quarterly report and present it together with work tickets attached when presenting quarterly invoices for payment.

9. **DISPUTE RESOLUTION**

Should any dispute arise with respect to this Agreement, the parties shall make good faith efforts to resolve the dispute through negotiations between them. Any dispute arising out of the Agreement which cannot be amicably settled between the parties shall within seven

(7) days from the date the dispute is notified be referred by either party to arbitration for the final decision of an Arbitrator to be agreed between the parties in accordance and pursuant to the provisions of the Arbitration Act of 1995 or any statutory modifications or re-enactments thereof. Failing agreement on the appointment of an Arbitrator within seven (7) days from the date of notification of the dispute, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the party applying for arbitration.

**10. TERMINATION**

- (a) Either party may terminate this Agreement by giving the other party written notice of not less than thirty (30) days.
- (b) Either party may cancel this Agreement in the event the other party fails substantially to perform or breaches any or all of the terms, covenants, and agreements which are the responsibility of such other party provided however that such termination shall not be effective until seven (7) days after receipt of written notice from the complaining party specifying the nature of such failure or breach and the notified party shall have failed or refused to remedy or commence good faith efforts to remedy such failure or breach within the said seven (7) days.
- (c) Subject to the termination provisions in the case of force majeure, either party may cancel this Agreement immediately upon written notice of proceedings whether voluntary or not for the bankruptcy, winding up or dissolution of other party commenced against the other party or on appointment of a receiver of such party's assets.
- (d) The Termination of this Agreement, howsoever arising, shall be without prejudice to any rights that would have accrued to either party as to the effective date of termination.

**11. SIGNATORIES TO THE CONTRACT**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Service Level Agreement as of the date set forth at the beginning of this Agreement.

For and on behalf of Customer  
**AUTHORITY**

For and on behalf of Supplier  
**LIMITED**

Name:

Name:

Signature:

Signature:

\_\_\_\_\_  
Title: Executive Director

\_\_\_\_\_  
Title : Director

\_\_\_\_\_  
Name :

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Name :

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title: Director/Secretary:

By signing above, Customer warrants that the authorised signatory has the power to enter into a legally binding agreement.

\_\_\_\_\_  
Witness Name:

\_\_\_\_\_  
Address :

\_\_\_\_\_  
Signing Date:

\_\_\_\_\_

\_\_\_\_\_  
Witness Name :

\_\_\_\_\_  
Address :

\_\_\_\_\_  
Signing Date-

\_\_\_\_\_

### 5.3 FINANCIAL PROPOSAL

S. No.	Description	UNIT OF MEASURE	QTY	Total Price Kshs.
1	Annual license renewal for Microsoft dynamics Navision and sharepoint	LOT	1	
2	Development and Integration of the e-Citizen payment portal for; <ul style="list-style-type: none"> <li>• Registration of Contractor fees</li> <li>• Training Fees</li> <li>• Consultancy Fees</li> </ul>	LOT	1	
3	Mobile Apps development and integration with existing sharepoint application	LOT	1	
4	Training; <ul style="list-style-type: none"> <li>• Tuition</li> <li>• Accommodation</li> <li>• Transport</li> <li>• Exams</li> </ul>	LOT	1	

**NOTE:** Total price in column 5 above to be also indicated in the form of tender

**Bidders Signature:** .....

**Stamp:** .....

## **SECTION VII: TECHNICAL PROPOSAL – STANDARD FORMS**

1. Form of Tender
2. Firm's references
3. Comments and suggestions of service provider on the Terms of Reference.
4. Team composition and task assignments
5. Format of curriculum vitae (CV) for proposed professional staff
6. Time schedule for professional personnel
7. Activity (work schedule)

All firms must submit the above forms. Where necessary, firms may make additional copies of the forms and use additional sheets of paper to enable them give complete information.

**FORM OF TENDER**

Date \_\_\_\_\_

**Tender No. NCA/T/15/2017-2018**  
**To:**  
**The Executive Director**  
**National Construction Authority**  
**P.O. Box 21046-00100**  
**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 provide Annual license renewal for Microsoft Navision and SharePoint for a period of one year in conformity with the said tender documents for the sum ..... of .....  
.....  
.....  
..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services/ goods at NCA headquarters in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of ..... [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.
4. 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.
5. 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 \_\_\_\_\_



**BRIEF DESCRIPTION OF FIRM'S ABILITY TO CARRY OUT ASSIGNMENT;  
INCLUDING TECHNICAL CAPABILITIES AND RESOURCES AND EXPERIENCE**

**a) FIRM'S REFERENCES**

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

Assignment Name:	Country of assignment
Year of assignment:	
Location within country:	Professional staff provided by your firm/ entity (profiles):
Name of client:	Number of staff:
Address:	Duration of assignment
Start date: Completion date:	Approximate value of services (Kshs.) or other currency
Name of Associated Consultants if any:	
Name of Senior Staff involved in consultancy and functions performed	
Description of actual services provided	

Firm's Name (for which survey was carried out): \_\_\_\_\_

Name and title of signatory (of that firm) \_\_\_\_\_

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p><b>Part 1 General</b></p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No,..... Street/Road .....</p> <p>Postal address ..... Tel No. .... Fax Email.....</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 .....</p> <p>Branch.....</p>
---

	<b>Part 2 (a) – Sole Proprietor</b>																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																				
	<b>Part 2 (b) – Partnership</b>																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
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3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<b>Part 2 (c) – Registered Company</b>																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	Date.....Signature of Candidate.....																				

## **Service Provider's Organization and Experience**

### **A - Service Provider's Organization**

*[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]*

## B - Service Provider's Experience

### Relevant Assignments Carried Out in the Last Three Years That Best Illustrate Qualifications

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out system implementation services similar to the ones requested under this assignment (**Attach letters of awards and completion certificates as proof of evidence**)]*

Assignment name:	Approx. value of the contract (in KShs.):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N <sup>o</sup> of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_  
 Name and Title of Signatory: \_\_\_\_\_

# **Comments and Suggestions on the Terms of Reference and on data, services and Facilities to be provided by the Client**

## **A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## Team Composition and Task Assignments

<b>Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

<b>Support Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

# Format of Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_

3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_  
\_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_  
\_\_\_\_\_

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_  
\_\_\_\_\_

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_  
\_\_\_\_\_

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p>[<i>List all tasks to be performed under this assignment</i>]</p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p>[<i>Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</i>]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p>
--	--

	Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	--

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_



**TENDER SECURING DECLARATION FORM**

**r.22**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date:..... *[of Bid Submission]*

Tender No.....

To: National Construction Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **One year** starting **on the date of this tender Opening** if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

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

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**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 COMMITMENT/ 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.....

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the 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 services](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 figures],*

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 your 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

\_\_\_\_\_  
Signature and seal of the Guarantors

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

**SIGNED  
Board Secretary**