



NATIONAL CONSTRUCTION
AUTHORITY

**REQUEST FOR PROPOSAL
FOR
DUE DILIGENCE OF NCA 1, 2 & 3 CONTRACTORS**

Tender No. NCA/T/024/2017-2018

**National Construction Authority
KCB Plaza, 9th Floor, Kenya Road, Upper Hill
P. O. Box 21046 – 00100, NAIROBI
Email: procurement@nca.go.ke**

FEBRUARY, 2018

Tender Closing Date and Time: 14th March, 2018 at 11.00am

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SECTION I – INVITATION TO TENDER

Tender REF No. NCA/T/024/2017-2018

Tender name: REQUEST FOR PROPOSAL FOR CARRYING OUT DUE DILIGENCE ON REGISTERED CONTRACTORS UNDER CATEGORY NCA 1, 2 & 3

- 1.1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, 2011, with the responsibility to oversee the construction industry and coordinate its development.
- 1.3 The Authority invites sealed tenders from eligible Architectural or Engineering Consulting firms to carrying out due diligence for all NCA 1, 2 & 3 contractors.
- 1.4 Eligible bidders may obtain further information and inspect the bidding documents from Supply Chain Office situated at National Construction Authority Headquarters on 9th floor KCB Plaza, Kenya Road, Upper Hill during working hours
- 1.5 A complete set of bidding documents may be purchased by interested bidders upon payment of a non-refundable fee of Kenya Shillings 1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to the National Construction Authority or deposited in NCA's KCB account No. 1136368019 Milimani Branch.
- 1.6 The document may also be downloaded from the IFMIS suppliers' portal: supplier.treasury.go.ke and/ or the National Construction Authority's website: www.nca.go.ke free of charge. 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 costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.8 The amount of Professional Indemnity cover shall be 10% of the Contract Price from an Insurance Company duly recognized by the Public Procurement Regulatory Authority (formerly PPOA).
- 1.9 Bidders are required to serialize/paginate their tender document in a sequential manner before submitting.
- 1.10 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at National Construction Authority Headquarters on 9th Floor, KCB Plaza, Kenya Road, Upper Hill Nairobi or be addressed to
The Executive Director,
National Construction Authority,
KCB Plaza, 9th Floor, Kenya Road,
P O Box 21046– 00100, NAIROBI.
so as to be received on or before **Wednesday 14th March, 2018 (11.00 am East Africa Time).**

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the 9th floor Boardroom, National Construction Authority Headquarters, KCB Plaza, Kenya Road, Upper Hill Nairobi

Manager, Supply Chain
FOR: EXECUTIVE DIRECTOR

SECTION II – INSTRUCTIONS TO TENDERERS

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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 **Appendix to Instructions to the 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/= . Alternatively, the tender documents may be downloaded free of charge from the procuring entity's website.
- 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) Invitation to Tender
 - ii) Instructions to Tenderers
 - iii) Terms of Reference for Undertaking Due Diligence of NCA 1, 2 & 3 Contractors
 - iv) Technical Proposal (TP)
 - v) Financial Proposal
 - vi) Standard Contract Form
 - vii) Standard Forms

- viii) Form of Tender
- ix) Price schedule of Services
- x) Team Composition and Task Assignments
- xi) Confidential Business Questionnaire Form
- xii) Professional Indemnity Cover Form
- xiii) Bank Guarantee for Advance Payment
- xiv) Bidders Declaration of Integrity Pact
- xv) Letter of Notification of Award
- xvi) General Conditions of Contract
- xvii) Special Conditions of Contract
- xviii) General Description of Services

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 tenderer's 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 Tender 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, email or through the procuring entity's tender portal 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
- (d) Confidential Business Questionnaire

2.8 Form of Tender

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 they propose to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services, works, goods, and equipment 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 tenderer's 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 expressed as an absolute value and not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 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

2.12.5 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

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

2.12.7 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 2.27.

2.12.8 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.

(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 60 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 non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent for 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 amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original 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 **Wednesday 14th March, 2018 at 11.00 am.**"

2.15.2 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”. —

2.15.3 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 **Wednesday 14th March, 2018 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 2.5.3, 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 before the deadline for 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 or withdrawn 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, in the location and time 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 any tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 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 2.24, 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 (General)

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 Evaluation of Technical Proposals

2.24.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria.

2.24.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee.

2.24.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderer shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual tenderer unopened.

2.25 Opening and Evaluation of Financial Proposals

2.25.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual tenderer whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify all the tenderers who have secured the minimum technical score that they have passed the technical qualifications and

inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.25.2 The financial proposals shall be opened by the procuring entity in the presence of the individual tenderers who choose to attend the opening. The name of the individual tenderer, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.25.3 The individual tenderer proposals will be ranked according to their combined technical score (ST) and financial score (SF) using the weights indicated in the appendix to the instructions to tenderer. Unless otherwise stated in the appendix to the instructions to tenderers, the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

ST is the technical score

SF is the financial score

T is the weight given to the technical proposal and

F is the weight given to the financial proposal

Note T + F will be equal to 100%

The individual tenderer achieving the highest combined technical and financial score will be invited for negotiations.

2.26 Negotiations

2.26.1 Negotiations will be held at the same address indicated in the appendix to the information to tenderer. The purpose of the negotiations is for the procuring entity and the individual tenderer to reach agreements on all points regarding the assignment and sign a contract.

2.26.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual tenderer to improve the Terms of reference. The agreed work plan and Terms of Reference will be incorporated in the description of the service or assignment and form part of the contract.

2.26.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual tenderer whose proposal achieved the second highest score to negotiate a contract.

2.27 Award of Contract

2.27.1 The Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Award Criteria

- a. The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- b. The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual tenderer that they were unsuccessful and return the financial proposals of the individual tenderers who did not pass technical evaluation.
- c. The selected individual tenderer is expected to commence the assignment on the date indicated in the appendix to the information to tenderer or any other date agreed with the procuring entity.

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will 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.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29 Signing of Contract

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

2.30 Performance Security

- 2.30.1** Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2** Failure of the successful tenderer to comply with the requirement of 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.

2.31 Corrupt or Fraudulent Practices

- 2.31.1** The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.31.2** The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

2.32 Capacity Building

The successful bidder will be required to undertake intensive capacity building for staff nominated by the Authority to prepare them for registration by their respective professional bodies.

2.33 Contract Period

The contract period, for implementing the project, shall be as stated the Appendix To Instructions To Tenderers

2.34 Confidentiality

2.34.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual tenderer who submitted the proposal or to other persons not officially concerned with the process, until the winning individual tenderer has been notified that he/she has been awarded the contract.

APPENDIX TO INSTRUCTIONS TO TENDERERS

Instructions to tenderers Clause:	Particulars of appendix to instructions to tenderers
2.1.1	This tender is restricted to Architectural or Engineering Consulting firms
2.2.2	The price to be charged for obtaining a bid document shall be non-refundable fee of Kenya Shillings 1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to the National Construction Authority or deposited in NCA's KCB account No. 1136368019 Milimani Branch. Alternatively the tender documents may be downloaded free of charge from the procuring entity's website.
2.12.1	Original tender security of Kenya shillings Three Hundred Thousand only (Kshs. 500,000) in the form of a bankers guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority, Cash, Letter of Credit or Guarantee by deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 150 days from the date of tender opening in the format provided in the tender document.
2.14.1	Format of signing of the tender: bidders shall prepare two copies for both technical and financial proposals separately i.e. one original and one copy for each.
2.15.1	Sealing and Marking of Tenders: Bidders shall seal technical and financial proposals in two separate envelopes marked "TECHNICAL PROPOSAL" & "FINANCIAL PROPOSAL". NOTE: Tender security/ Bid bond must be submitted in the Technical Proposal document. The envelope containing the financial proposal shall bear the name of the bidder and marked "DO NOT OPEN ALONGSIDE TECHNICAL PROPOSAL". Both envelopes shall then be sealed in one larger envelope marked with the tender number.
2.16.1	The closing date for this tender shall be Wednesday 14th March, 2018 at 11.00 am.

2.18.1	<p>Opening of Tenders: NCA shall open technical proposals on Wednesday 14th March, 2018 at 11.00 am.</p> <p>Financial proposals will remain unopened until technical evaluation is concluded and technically successful bidders determined. Financial proposals of technically unsuccessful bids shall be returned unopened to the bidders. Financial proposals of technically successful bids shall be opened in the presence of bidders who choose to attend the opening.</p>
2.27.3	<p><u>Award criteria</u></p> <p>The financial proposal shall be prepared and submitted by the candidate, The formulae for determining the financial score is as follows: $SF = FM/F*100$ Where; SF – Financial Score FM – Lowest Financial Score F – Financial Proposal under consideration</p> <p>The weight given to the technical proposal is 80% and for financial proposal is 20% The lowest financial bid will be given maximum financial score The Award criteria shall be a combination of Technical and financial scores of responsive bidders.</p>
2.30	<p>Successful bidder will be required to provide Performance security equivalent to 10% of the tender sum before signing of the contract.</p>
2.33	<p>This project shall be implemented in a maximum period of 12 Months.</p>

EVALUATION CRITERIA

e) PRELIMINARY EVALUATION:

1.	MANDATORY REQUIREMENTS FOR INSURANCE BROKERS	COMPLIANCE
a)	Certified Copy of Certificate of Incorporation/Registration	To fully comply
b)	Duly filled, signed and stamped form of tender/technical and financial submission bid	To fully comply
c)	Duly filled signed and stamped confidential Business questionnaire	To fully comply
d)	Copy of Valid Tax Compliance Certificate from KRA	To fully comply
e)	A valid Single business permit from County Government for 2018	To fully comply
f)	Submit a tender security of Kshs.500, 000. 00 in form of a bank/ insurance guarantee from either commercial banks or insurance companies approved by PPRA valid for 150 days from date of tender opening.	To fully comply
g)	Certified Copy of Valid Registration Certificate and Practicing license from relevant professional bodies (BORAQS/EBK) for the company.	To fully comply
h)	Submit copies of audited accounts for the latest three (3) financial years (2014, 2015 & 2016)	To fully comply
i)	Duly filled, signed and stamped Bidder's Declaration and Integrity Pact	To fully comply
j)	Duly filled, signed and stamped Self Declaration Form	To fully comply
k)	Duly filled, signed and stamped Anti-Corruption Declaration form.	To fully comply
l)	Declaration that tenderer is not bankrupt or in the process of being wound-up and is not subject of legal proceeding for the purposes hereof.	To fully comply
m)	Professional Indemnity cover equivalent to 10% of the Contract Price from an Insurance Company duly recognized by the Public Procurement Regulatory Authority (PPRA).	To fully comply
n)	Declaration stating that you have NOT been debarred by Public Procurement Oversight Authority (PPOA) 2015, and the Public Procurement and Disposal Regulation, 2006 to enter into a Contract	To fully comply

o)	Duly filled, signed and stamped commitment letter as attached.	To fully comply
p)	Original and copy of Tender document MUST be paginated/ serialized/ Numbered sequentially and initialed on all pages including attachments	To fully comply

NOTE – Bidders must meet all the above requirements in order to qualify to Technical Evaluation. Any bidder who fails to fully comply with any the above requirements shall be eliminated from further consideration.

f) TECHNICAL EVALUATION: (100 marks)

Tenderers will be required to pass the preliminary evaluation having submitted all the requested mandatory documents before being considered for technical evaluation.

The evaluation criteria summarized below will be used to evaluate the technical responsiveness of the tenders. The complete technical evaluation criterion for each component of the **REQUEST FOR PROPOSALS FOR DUE DILLIGENCE OF NCA 1, 2 & 3 CONTRACTORS.**

Evaluation Criteria

The Schedule below shall be used as the technical evaluation criteria for the tender for **REQUEST FOR PROPOSALS FOR DUE DILLIGENCE OF NCA 1, 2 & 3 CONTRACTORS**

Quality and Cost Based Selection (QCBS) shall be the method for evaluating the proposals

2.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	Max Score	Total Scores
a)	Outline a comprehensive Methodology to demonstrate Understanding of the complete scope of the assignment and how the proposed solution will achieve the requirements of the Authority	10	10
b)	Provide proof of having undertaken safety audit, Facilities Access audit, Project Management audit with at least five (5) public Institutions (Attach completion certificate). – (3 marks each)	15	15
c)	Attach recommendation letters from the five (5) Institutions on client’s letter head for similar project carried out (3 marks each)	15	15

d)	Firm's Experience Provide proof of relevant experience in either Construction Audit or Construction Industry Research in five (5) Institutions in the last five (5) years. Attach copies of Contract documents /LSO's		15	15
e)	Team Lead: Professional qualifications and experience	Degree in Engineering or Architecture – (1 mark)	2	10
Professional Qualification: Registered with either EBK, BORAQS or similar bodies. Must have at least 15 years post-registration experience implementing similar projects.		2		
Experience in implementing at least 6 similar Projects of KSh. 100m and above over the last 6 years (1 point for each project (maximum of 6 projects))		6		
f)	Professional qualifications and experience of other technical personnel	Building Works Specialist		5
		Degree in Engineering, Quantity Surveying or Architecture – (1 mark)	1	
		Professional Qualification: Registered with EBK, BORAQS or other relevant body (1 marks)	1	
		6 Years relevant working experience. (1/2 Mark per year max 6 years)	3	5
		Electrical Engineering Specialist		
		Professional Qualification: Registered with EBK in Electrical and Electronics field (1 marks)	1	
		6 Years working experience in mapping Systems. (1/2 Mark per year max 6years)	3	
		Degree in Engineering– (1 mark)	1	
		Mechanical Engineering Specialist:		5
		Professional Qualification: Registered with EBK in Mechanical Engineering field (1 mark)	1	
		Degree in Engineering– (1 mark)	1	
		6 Years relevant working experience (1/2 Mark per year max 5years)	3	
		Water and Road Works Specialists		5
Professional Qualification: Registered with EBK in Civil Engineering field (1 mark)	1			
Degree in Engineering– (1 mark)	1			
6 years' relevant working experience. (1/2				

	Mark per year max 5 years)	3	
	Geospatial Specialist/Surveyor		
	Professional Qualification: Registered with EBK in the field of Geospatial Engineering and/or Surveying and Photogrammetry (1 marks)	1	5
	Degree in Surveying /Geospatial Engineering– (1 mark)	1	
	6 Years relevant working experience (1/2 Mark per year max 5 years)	3	
	<ul style="list-style-type: none"> • For professional and academic qualification certified copies of certificates by either Commissioner of Oaths, Notaries Public or Lawyers must be attached. • For experience, attach CVs of proposed staff signed by the said staff with a commitment statement on availability for the Project. 		
g)	Financial capability: Liquidity ratio for the last 3 years <ul style="list-style-type: none"> • 2:1 ratio Max – 2 points each year • 1: 1 ratio Max – 1 points each year • Less – 0 point 	6	6
	Average annual turnover for the last one years– 2 points for every Kshs. 50 million handled (Max – 4)	4	4
			100

NOTE:

The pass mark in Technical evaluation shall be 80%. Bidders who do not score 80% and above shall not proceed to Financial Evaluation.

g) FINANCIAL EVALUATION & OVERALL SCORING

The financial proposals will be given a weight of 20

The formulae for determining the Financial Score (Sf) shall be; $Sf = 20 \times Lf/F$

Where:

Sf is the financial score;

Lf is the lowest priced financial proposal; and
F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T= the weight given to the Technical Proposal and F=the weight given to the Financial Proposal);

Total combined score (I) = T + F.

The combined technical and financial score, S, is calculated as follows:-

$$I = T + F$$

Where

T = technical score weighted out of 80

F = financial score weighted out of 20

The firm achieving the highest combined technical and financial score will be invited for negotiations at a date to be communicated, which will inform award. Negotiations will be held at National Construction Authority Headquarters, 9th Floor, KCB Plaza, Kenya Road, Upper Hill.

Particulars of professional Indemnity Cover

The amount of Professional Indemnity cover shall be 10% of the Contract Price from an Insurance Company duly recognized by the Public Procurement Regulatory Authority (formerly PPOA).

It is a requirement that both NCA and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts.

In pursuance of this policy, NCA requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of NCA and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, NCA will require all tenderers to sign, as part of the tender documents, an Integrity Pact (**Section VII – Standard forms**). **Non-delivery of the Bidders Declaration and Integrity Pact (Section VII – Standard forms) duly undersigned by the chief executive or legal representative of the tendering party will result in exclusion** of the bid/quotation from the procurement process.

NCA reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process

SECTION IV: GENERAL CONDITIONS OF CONTRACT

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SECTION IV – 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 superseded 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

3.4 **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.

3.5 **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.
- 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.

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 V; SPECIAL CONDITIONS OF CONTRACT

Reference of general conditions of contract	Special condition of contract		
3.6 Performance Security	Performance security equivalent to 10% of tender sum required in form of unconditional bank guarantee		
3.6.3	Unconditional bank/insurance guarantee		
3.7 Delivery of Services	This project shall be implemented in a maximum period of 12 Months.		
3.8 Payment	Down payment upon contract signing and with submission of Advance Payment Guarantee of equivalent amount from a reputable Bank in Kenya	On contract signing	10%
	Upon Receipt of Inception Report on achievement of the following deliverables; <ul style="list-style-type: none"> • Clear consultants approach to the project(Background, concepts and Objectives) • High level project brief and scope • Program of work/ project organization • Staffing requirements • Progress update 	Within 3 Months (90 days) after contract signing	20%
	Upon Receipt of Draft Report on achievement of the following deliverables; <ul style="list-style-type: none"> • Detailed findings of the due diligence exercise from at least 2000 contractors • Relevant appendices • Project progress summary 	Within 6 Months (180 days)	30%
	Upon approval of Final Report on achievement of the following deliverables; <ul style="list-style-type: none"> • Prepare and submit to the Authority all necessary project completion documentation • Detailed final report • All relevant appendices 	Within 5 Months (150 days)	40%
3.8 Payment	Down payment upon contract signing and with submission of Advance Payment Guarantee of equivalent amount from a reputable Bank in Kenya		
3.14 Resolution of Disputes	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
3.16 Applicable law	The Laws of Kenya/ The Insurance Act Cap 487
3.18 Notices	The Executive Director, National Construction Authority, KCB Plaza, 9 th Floor, Kenya Road, P.O. Box 21046 – 00100, Nairobi.

SECTION VI: SPECIFIC REQUIREMENTS

SECTION III: TERMS OF REFERENCE FOR UNDERTAKING DUE DILLIGENCE OF NCA1, 2 & 3 CONTRACTORS

- a) The National Construction Authority Act No. 163 (Acts No. 41) of 2011 establishes, under Clause 3, an authority to be known as the National Construction Authority (NCA) which is a body corporate with perpetual succession and common seal. The functions of the Authority are as listed hereunder:-

Without prejudice to the generality of subsection (1), the Authority shall:-

- (a) Promote and stimulate the development improvement and expansion of the construction industry;
- (b) Advise and make recommendations to the Minister on matters affecting or connected with the construction industry;
- (c) Undertake or commission research into any matter relating to the construction industry;
- (d) Prescribe the qualification or other attributes required for registration as a contractor under this Act;
- (e) Assist in the exportation of construction services connected to the construction industry;
- (f) Provide consultancy and advisory services with respect to the construction industry;
- (g) Promote and ensure quality assurance in the construction industry
- (h) Encourage the standardisation and improvement of construction techniques and materials;
- (i) Initiate and maintain a construction industry information system;
- (j) Provide, promote, review and co-ordinate training programmes organized by public and private accredited training centers for skilled construction workers and construction site supervisors;
- (k) Accredite and register contractors and regulate their professional undertakings;
- (l) Accredite and certify skilled construction workers and construction site supervisors;
- (m) Develop and publish a code of conduct for the construction industry, and
- (n) Do all other things that may be necessary for the better carrying out of its functions under the Act.

In pursuit of these broad mandates, the NCA undertakes classification of contractors. The three top categories of registration currently are NCA 1, 2 & 3.

In pursuit of these mandate, the NCA now invites qualified professional firms, to among others; conduct detailed due diligence of **ALL** Categories NCA1, 2 & 3 Contractors (including those foreign contractors registered outside Kenya) currently in its database in ALL the 47 Counties of Kenya. This exercise will be undertaken strictly in accordance to the Authority’s revised evaluation criteria as approved by the NCA Board and gazetted on 20th November 2017 vide Kenya Gazette notice number 71. Details of registered NCA 1, 2 & 3 contractors are as shown below:

Category	Total
NCA1	400
NCA2	500
NCA3	600
Total	1,500

Prior to commencement of the exercise, estimated to last approximately 12 months, the bidders must provide a detailed **WORK-PLAN**, indicating clearly how they intend to undertake this exercise, with clear documentation of all the individual tasks, timelines and resources to be deployed. At the conclusion of the exercise, the successful bidder is expected to:

- List the number of staff under the employment of the entity and their academic/professional qualifications
- Report on number of years the contractor has been in operation
- Report on list of projects successfully completed in the last five years
- Visit at least five (5) on-going projects and make reports on adherence to construction standards, and contract amounts of each project
- Indicate the largest contract executed in Kenya by the entity in the last ten (10) years in terms of complexity and contract amounts
- List equipment and tools being deployed by the contractor in their construction work and their daily operations
- Make a general report on the human, technical and work practices of the contractor
- Provide exact location with longitude and latitude of NCA1, 2 & 3 offices and branches in the whole country of Kenya
- Possibility to add marking symbols features on maps for specific tasks and activities conducted

during the visit (construction sites visited, etc.)

- Give precise information on all activities in a construction site visited (stages of a construction site with timing, location and level of completion)
- Provide information on Subcontractors, Workers (Local or Foreign) and their registration/accreditation status as established during visits
- Due diligence reports on ownership of offices/yards/site offices by NCA1, 2 & 3 Contractors
- Due diligence reports on all directors of NCA1, 2 & 3 Contractors
- Due diligence reports on all technical personnel of NCA1, 2 & 3 Contractors
- Due diligence reports on all plant and equipment details owned by the NCA1, 2 & 3 Contractors
- Due diligence reports on experience details of NCA1, 2 & 3 Contractors
- Due diligence reports on Litigation history of NCA1, 2 & 3 Contractors
- Reports on all payments done by contractors (Levies, fees etc.) in the last 3 years to NCA.
- All report provided should be downloadable as pdf, word or Microsoft Excel documents.
- Demonstrate and guarantee confidentiality, integrity and security of contractor's information across the entire process flow.

(b) Bidder Requirements

Bidders who must be professionals registered with their respective professional bodies and must have at least ten (10) years extensive experience in the design and implementation in the various classes of contract works as listed in the Third Schedule of the NCA Act, namely:-

A – Building Works

- (a) General Building Contractor;
- (b) Carpentry / Joinery;
- (c) Painting;
- (d) Masonry;
- (e) Reinforced masonry works;
- (f) Specialized building works;

B – Civil Engineering

- (a) Road works;
- (b) Structural works;
- (c) Boreholes;

- (d) Site Investigation Works;
- (e) Sewers;

C – Electrical Engineering Services

(a) Electrical Installations

(b) Electronics

- (i) Telecommunications (PABX, intercoms and telephone wiring);
 - (ii) Electronic communications (public address systems and conference systems);
 - (iii) Road Communications;
 - (iv) Structured Cabling and computer networking Installations;
 - (v) Security Surveillance Systems (CCTV) intruder Alarm and access control systems
- (c) Lift hoists, escalators, mechanical ramps, travolators, conveyors and belt installation;
 - (d) Generating Plants and Control Panel;
 - (e) Solar Power Generation and Photovoltaic cells installations;
 - (f) Installation of uninterrupted Power Supply Systems (UPS) Automatic Voltage Regulators (AVR) and Surge Protectors;
 - (g) Retrofitting for improving Energy Efficiency
 - (h) Construction of Power Transmission Lines and Installation of Power Distribution Equipment

D – Mechanical Engineering Services

- (a) Plumbing, Drainage and Sanitary Fittings;
- (b) Refrigeration, cold rooms, Air-conditioning and Ventilation;
- (c) Kitchen and Laundry Equipment and refuse disposal systems;
- (d) Boilers, Incinerators and Pressure Vessels,
- (e) Solar Heating Systems
- (f) Water Tanks, Treatment Plant and Pumping plant;
- (g) Compressed Air, Hydraulic, LP and Medical Gas Installation;
- (h) Cranes and Hoists;
- (i) Fire Engineering Services;
- (j) Health club facilities;
- (k) Borehole equipment;

- (l) Hospital equipment;
- (m) Mobile shelving;
- (n) Roof rain-water harvesting;
- (o) Laboratory installations and Fume Cupboards;
- (p) Swimming pool installations;
- (q) Oil storage, Pumping Reticulation;

(c) Expected Outputs

The successful bidders must prepare a comprehensive and detailed report identifying existing gaps in ensuring the achievement of the mandate of the authority and promotion of a safe and vibrant construction industry in Kenya capable of contributing to national growth. In addition, the report must also identify in detail existing gaps with regard to:-

- i. Attaining quality assurance in the construction industry
- ii. Enhancement of data for maintaining construction industry information system
- iii. The adequacy of the current tools being used by the Authority in classifying contractors with recommendation on any reviews/ enhancements that may be necessary to capacitate/ upgrade contractors in each category.
- iv. Make a general comment on each of the contractors in category NCA1, 2 & 3 in terms of their organizational, human, equipment and operational capacities as a tool for assessing/ reviewing current grading.

(d) Capacity Building

Full list of all staff nominated by the National Construction Authority who have successfully been trained under this project to prepare them for registration by their respective professional bodies, including names and qualifications of their supervisors.

(e) Information to be provided by the National Construction Authority

The National Construction Authority (NCA) shall provide the successful bidder with detailed information currently held in its data bank relating to all NCA1, 2 & 3 contractors registered with the regulator. Currently, the Authority has slightly under two thousand (2,000) contractors (both foreign and local) spread in all the 47 counties of Kenya in classes NCA1, 2 & 3 with valid 2017/2018 licences engaged in large infrastructure works, roads, water, building, electrical, telecommunications, fire safety and general mechanical contracting. However, this number changes from time to time. NCA will provide names and addresses of all these contractors. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO VISIT ALL THESE CONTRACTORS.**

SECTION VII – TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the tenderer.

- 1 In preparing the Technical Proposals the Consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 2 The Technical Proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3 The Technical Proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

It shall contain the following:-

1. All the required **Mandatory Documentation** to be submitted by the tenderer (Preliminary Evaluation)
 - Copy of Certificate of Registration/Incorporation. Copy of valid Tax Compliance Certificate
 - The tenderer's Authority Letter allowing NCA to seek references from the tenderer's clients.
 - Duly filled, signed and Stamped Confidential Business Questionnaire. (Section VII Standard Forms)
 - Duly filled, signed and stamped Bidder's Declaration and Integrity Pact (Section VII Standard Forms).
2. Technical Proposal Submission Form
3. Consultant's References
4. Comments and suggestions of Consultant on the Terms of reference and on data, services and facilities to be provided by the procuring entity
5. Description of the methodology and work plan for performing the assignment
6. Team composition and Task assignments
7. Format of Curriculum Vitae (CV) for proposed professional Staff
8. Time schedule for professional Personnel
9. Activity (work schedule)
10. Confidential Business Questionnaire
11. Bidder's Declaration & Integrity Pact

a) **TECHNICAL PROPOSAL**

SUBMISSION FORM

[_____ *Date*]

To: The Executive Director,
National Construction Authority
P.O Box 21046 – 00100
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for _____
_____ [*Title of the services*] in accordance with your
Request for Proposal dated _____ [*Date*] and our Proposal. We
are hereby submitting our Proposal, which includes this Technical Proposal and a
Financial Proposal sealed under a separate envelope.

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

_____ [*Name of Firm*]

_____ [*Address:*]

b) FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years that Best Illustrate Qualifications

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
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
	Approx. Value of Services (KShs)
Name of Associated Tenderer. If any:	No of Months of Professional Staff provided by Associated Tenderer:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

c) COMMENTS AND SUGGESTIONS OF TENDERER ON THE TERMS OF REFERENCE FOR PROVISION OF PROFESSIONAL SERVICES FOR CONDUCTING DUE DILLIGENCE OF NCA1 CONTRACTORS.

On the Terms of

Reference: 1.

2.

3.

4.

5.

On the data, services and facilities to be provided

by the Client: 1.

2.

3.

4.

5.

d) **DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

e) **TEAM COMPOSITION AND TASK ASSIGNMENTS**

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

f) 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 authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

g) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Weeks (in the Form of a Bar Chart)															
Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of weeks

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

h) FORMAT OF ACTIVITY (WORK) SCHEDULE

(a). Activity

[1st, 2nd, etc, are weeks/days from the start of assignment)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	17th	
Activity (Work)													
<hr/>													
<hr/>													
<hr/>													

NB: Please note that, the format depicts an example (prototype) of the timelines. However the actual timelines need to be provided.

(b). Highlight *the reports to be submitted at prescribed estimate intervals*

<i>Details of report remarks</i>	<i>Estimate Date intervals</i>

SECTION VIII – FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the tenderer. It shall contain the following:-

- (a) Submission letter indicating total fees – form of tender
- (b) The tenderer's financial proposal which shall compose of the duly filled Form of Tender, and printed duly filled signed and stamped Price Schedule, properly bound and clearly labeled **“Financial Proposal- RFP FOR PROCUREMENT OF PROFESSIONAL SERVICES FOR CONDUCTING DUE DILLIGENCE OF NCA 1, 2 & 3 CONTRACTORS.**

Tender Reference No: NCA/T/024/2017-2018

shall be submitted as one (1) ORIGINAL which shall be clearly marked

“ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked as such.

- (c) The Bidders are to attach a separate price schedule detailing the cost of each assignment.

(To be prepared by the tenderer as appropriate)

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ *[Date]*

To: National Construction Authority
P.O Box 21046 – 00100
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for (_____) *[Title of the services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our

Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. PRICE SCHEDULE OF SERVICES (a separate sheet in the same format may be used in event that the space provided is limited)

Financial Proposals

This shall contain the tenderer's financial proposal which shall compose of the duly filled Form of Tender, and duly signed Price Schedule, properly bound and clearly labeled

“Financial Proposal - RFP FOR PROCUREMENT OF PROFESSIONAL SERVICES FOR CONDUCTING DUE DILLIGENCE OF NCA 1, 2 and 3 CONTRACTORS.

Tender Reference No. NCA/T/024/2017-2018

shall be submitted as one (1) ORIGINAL which shall be clearly marked “ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked as such.

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

NO HIDDEN COSTS ARE ALLOWABLE. If during contract execution it arises that there are hidden costs then contract termination will be effected.

6. SECTION IX – STANDARD CONTRACT FORM

1. STANDARD CONTRACT

FORM (Lump sum payments)

This Agreement, [hereinafter called “the Contract”) is entered into this _____ [insert starting date of assignment], by and between.

_____ [insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address] (hereinafter called “the Client”) of the one part AND

_____ [insert Tenderer’s name] of [or whose registered office is situated at] _____ [insert Tenderer address] (hereinafter called “the Tenderer”) of the other part.

WHEREAS the Client wishes to have the Tenderer perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Tenderer is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Tenderer shall perform the Services Specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part of this Contract.
 - (ii) The Tenderer shall provide the personnel listed in Appendix B, “Tenderer’s Personnel,” to perform the Services.
 - (iii) The Tenderer shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Tenderer’s Reporting Obligations.”

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Tenderer shall perform the Services during the period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment** A. Ceiling
 For Services rendered pursuant to Appendix A, the Client shall pay the Tenderer an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding

that it includes all the Tenderer’s costs and profits as well as any tax obligation that may be imposed on the Tenderer.

B. Schedule of Payments

The schedule of payments is specified below:-

KShs _____	Advance payment, upon the client’s receipt of Advance Payment Guarantee.
KShs _____	upon the Client’s receipt of the Draft report, acceptable to the Client; and
KShs _____	upon the Client’s receipt of the Final report, acceptable to the Client.
KShs _____	Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Tenderer of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Tenderer for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Coordinator**

The Client designates

[insert name] as Client's Coordinator; the

Coordinator will be responsible for the

Coordination of activities under this Contract,

for acceptance and approval of the reports and of other deliverables, by the Client and for receiving

and approving invoices for payment.

B. Reports

The reports listed in Appendix C, "Tenderer's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5 **Performance** The Tenderer undertakes to perform the Services

Standards with the highest standards of professional and ethical competence and integrity. The Tenderer shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

- 6. Confidentiality** The Tenderer shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client’s business or operations without the Prior written consent of the Client.

- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Tenderer for the Client under the Contract shall belong to and remain the property of the Client. The Tenderer may retain a copy of such documents and software.

- 8. Tenderer Not to be Engaged in certain Activities** The Tenderer agrees that during the term of this Contract and after its termination the Tenderer and any entity affiliated with the Tenderer shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 9. Insurance** The Tenderer will be responsible for taking out any appropriate insurance coverage.

- 10. Assignment** The Tenderer shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

- 11. Law Governing** The Contract shall be governed by the laws of Kenya.

Language The language of contract shall be the English language.

12. **Dispute
Resolution**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

Full name

Title

Signature

Date

For the Tenderer

Full name

Title

Signature

Date

7. SECTION X – STANDARD FORMS

Notes on the Standard Forms:

a) Form of Tender

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

b) Price Schedule

The tenderer is to fill in the prices as per this schedule the total of which is to be transferred to the form of tender.

c) Confidential Business Questionnaire Form

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

d) Tender Security Form

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

e) Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

f) Professional Indemnity Cover

The Professional Indemnity cover form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide

Professional Indemnity Cover in the sum provided herein or in another form acceptable to the procuring entity.

g) Bank Guarantee for Advance Payment

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

h) Bidder's Declaration and Integrity Pact

i) Self-Declaration Form

j) Anti-Corruption Declaration Commitment/ Pledge

7.1 FORM OF TENDER

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

Date

Tender No. NCA/T/024/2017-2018

Tender Name; **PROVISION OF DUE DILIGENCE OF NCA 1, 2 & 3 CONTRACTORS**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide: **Provision of due diligence of NCA 1, 2 & 3 Contractors** under this tender in conformity with the said Tender document 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 Insurance Cover Services 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 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. 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 _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

7.2 PRICE SCHEDULE OF SERVICES

PROVISION OF DUE DILIGENCE OF NCA 1, 2 & 3 CONTRACTORS

PRICING SCHEDULE			
NO	OVERAL PROJECT NAME	DURATION (MONTHS)	LUMPSUM PRICE - VAT INCLUSIVE (KShs)
1	Due Diligence of NCA 1, 2 & 3 Contractors	12	
Total Price			
PAYMENTS SCHEDULE			
NO	PROJECT NAME	DURATION (MONTHS/DAYS)	% PAYMENT
1	Down Payment Upon Contract Signing, and with submission Advance Payment Guarantee of the equivalent amount from a reputable Bank in Kenya.	On contract signing	10%
2	Upon Receipt of Inception Report on achievement of the following deliverables; <ul style="list-style-type: none"> • Clear consultants approach to the project(Background, concepts and Objectives) • High level project brief and scope • Program of work/ project organization • Staffing requirements Progress update	Within 3 Months (90 days) after contract signing	20%
3	Upon Receipt of Draft Report on	Within 6 Months	30%

	achievement of the following deliverables; <ul style="list-style-type: none"> Detailed findings of the due diligence exercise from atleast 2000 contractors Relevant appendices Project progress summary	(180 days)	
4	Upon approval of Final Report on achievement of the following deliverables; <ul style="list-style-type: none"> Prepare and submit to the Authority all necessary project completion documentation Detailed final report All relevant appendices	Within 5 Months (150 days)	40%

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail. NO HIDDEN COSTS ARE ALLOWABLE. If during contract execution it arises that there are hidden costs then contract termination will be effected.

7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part _____ General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No. Fax Email

Nature of business

Registration Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.....

Give details of all directors as follows

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

5.

Date..... Signature of Tenderer

7.4 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the [*name and/or description of the equipment*]
(hereinafter called “the Tender”) KNOW ALL
PEOPLE by these presents that WE of
..... having our registered office at
(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 tender 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*]

7.5 PROFESSIONAL INDEMNITY COVER FORM

To

[name of Procuring entity]

WHEREAS *[name of tenderer]* (hereinafter called "the

tenderer") has undertaken, in pursuance of Contract No. *[reference*

number of the contract] dated 20 To supply

..... *[description of goods]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a Professional Indemnity Cover by a reputable Insurance Company for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of *[amount of the guarantee in words and figure]*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

..... *[amount of guarantee]* as aforesaid, without you needing to prove or to

show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

.....
[name of bank or financial institution]

.....
[address]

.....
[date]

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,..... [*name and address of tenderer*] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.7 BIDDER'S DECLARATION AND INTEGRITY PACT

7.7.1 Bidder's Declaration

We/I the undersigned, in the capacity of
..... for [name of the
company/firm/individual] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

7.8 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)

7.9 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.....

7.10 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 ofdated the...day of20.....in the matter of Tender No.....of20...

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