



**PROPOSED RENOVATION OF NCA GARISSA
OFFICE**

*(RESERVED FOR YOUTH, WOMEN AND PERSONS WITH
DISABILITIES- AGPO GROUP)*

TENDER REF NO. NCA/T/37/2017-2018

CLOSING DATE: THURSDAY 21ST JUNE, 2018 AT 11AM

JUNE, 2018

SECTION I – INVITATION TO TENDER

Date: 06th June, 2018

Tender Ref No: NCA/T/37/2017-2018

Tender Name: PROPOSED RENOVATION OF NCA GARISSA OFFICE

1.1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, Cap 499A, with the responsibility to oversee the construction industry and coordinate its development.

1.2 The Authority invites sealed bids from eligible candidates (under AGPO programme) for the **Proposed Renovation of NCA Garissa Office**

1.3 Eligible and interested Bidders may obtain further information and inspect the bidding documents at **Supply Chain Office** situated at the National Construction Authority Headquarters **on 9th floor KCB Plaza, Kenya Road, Upper Hill** between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunchtime between 1.00pm to 2.00pm and on public holidays.

1.4 A complete set of tender documents may be obtained by interested Candidates upon payment of a non-refundable fee of Kenya Shillings **1,000/= (One Thousand Shillings Only)** deposited in NCA's KCB account 1136368019 Milimani Branch.

1.5 The document may also be downloaded free of charge from the IFMIS suppliers' portal: **supplier.treasury.go.ke** and/ or the National Construction Authority's website: **www.nca.go.ke**. 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 through procurement@nca.go.ke.

1.6 Prices quoted should be inclusive of all taxes and service delivery costs, must be expressed in Kenya shillings and will remain valid for **120 days** from date of tender opening.

1.7 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 **Ninth floor, KCB Plaza** or be addressed to;

**Executive Director
National Construction Authority
KCB Plaza, 9th Floor
Kenya Road, Upper hill
P O Box 21046 – 00100
NAIROBI, KENYA**

so as to be received on or before **Thursday 21st June, 2018 at 11:00 am**

1.8 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **NCA Boardroom on 9th Floor KCB Plaza Upper Hill.**

**Manager Supply Chain
For: Executive Director**

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A. Introduction

- 1. Scope of Tender**
 - 1.1** The Procuring Entity indicated in the **Tender Data Sheet** (TDS) invites Tenders for the construction of works as specified in the **Tender Data Sheet** and Sections VI (Technical Specifications) and VII (Drawings).
 - 1.2** The successful Tenderer will be expected to complete the works by the required completion date specified in the **Tender Data Sheet**.
 - 1.3** The objectives of the works are listed in the **Tender Data Sheet**. These are mandatory requirements. Any subsequent detail is offered to support these objectives and must not be used to dilute their importance.
- 2. Source of Funds**
 - 2.1** The Government of Kenya has set aside funds for the use of the Procuring Entity named in the **Tender Data Sheet** during the Financial Year indicated in the **Tender Data Sheet**. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the works as described in the **Tender Data Sheet**.
 - 2.2** Payments will be made directly by the Procuring Entity (or by financing institution specified in the **Tender Data Sheet** upon request of the Procuring Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.
- 3. Eligible Tenderers**
 - 3.1** A Tenderer may be a natural person, private or public company, government-owned institution, subject to sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the **Tender Data Sheet**, all parties shall be jointly and severally liable.
 - 3.2** The Invitation for Tenders is open to all suppliers as defined in the Public Procurement and Asset Disposal Act, 2015 except as provided hereinafter.
 - 3.3** National Tenderers shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya, such as the National Construction Authority.

- 3.4** A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:
- a) Are associated or have been associated in the past directly or indirectly with employees or agents of the Procuring Entity or a member of a board or committee of the Procuring Entity;
 - b) Are 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 works under this Invitation for Tenders;
 - c) Have controlling shareholders in common; or
 - d) Receive or have received any direct or indirect subsidy from any of them; or
 - e) Have the same legal representative for purposes of this Tender; or
 - f) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
 - g) Submit more than one tender in this tendering process, however, this does not limit the participation of subcontractors in more than one tender, or as Tenderer and subcontractor simultaneously.
- 3.5** A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the project and related services that are the subject of the tender.
- 3.6** Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Kenya in accordance with GCC sub-Clause 3.2.
- 3.7** Government owned enterprises in Kenya may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependent agency of the Government.
- 3.7** Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 4. One Tender per Tenderer**
- 4.1** A firm shall submit only one tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture pursuant to ITT Clause 5.
- 4.2** No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same tendering process.

- 4.3 A firm, if acting in the capacity of subcontractor in any tender, may participate in more than one tender but only in that capacity.
- 4.4 A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the tenderer has participated to be disqualified.
- 5. Alternative Tenders by Tenderers**
- 5.1 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic tenderer's technical design as indicated in the specifications and Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the **Tender Data Sheet**. If so allowed, sub-Clause 5.2 and 5.3 shall govern.
- 5.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **Tender Data Sheet** as will the method of evaluating different times for completion.
- 5.3 If so allowed in the **Tender Data Sheet**, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a Tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.
- 6. Cost of Tendering**
- 6.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 7. Site Visit and Pre-Tender Meeting**
- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 7.2 The Procuring Entity may conduct a site visit and a pre-Tender meeting. The purpose of the pre-Tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer's designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the **Tender Data Sheet**.
- 7.4 The Tenderer is requested as far as possible, to submit any questions in writing or by electronic means to reach the procuring Entity before the pre-Tender meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with sub-Clause 7.5.
- 7.5 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-

Tender meeting will be transmitted within the time stated in the **Tender Data Sheet** to all purchasers of the Tendering documents. Any modification of the Tendering documents listed in sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT sub Clause 10.2 and not through the minutes of the pre-Tender meeting.

- 7.6 Non-attendance during the site visit or pre-Tender meeting will not be a cause for disqualification of a Tenderer unless specified to the contrary in the **Tender Data Sheet**.

B. Tendering Documents

8. Content of Tendering Documents

- 8.1 The works required, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Section I Invitation for Tenders, Tendering documents which should be read in conjunction with any addenda issued in accordance with ITT sub Clause 10.2 include:

- Section II Instructions to Tenderers
- Section III Tender Data Sheet
- Section IV General Conditions of Contract
- Section V Contract Data Sheet
- Section VI Specifications
- Section VII Drawings
- Section VIII Bill of Quantities
- Section IX Forms of Tender
 - Form of Tender
 - Appendix to Tender
 - Confidential Business Questionnaire
 - Integrity Declaration
 - Letter of Acceptance
 - Form of Contract Agreement
- Section X Forms of Security
 - Tender Security Form
 - Tender Securing Declaration
 - Performance Bank or Insurance Guarantee
 - Advance Payment Guarantee
- Section XI Form RB 1 Application to Public Procurement Administrative Review Board

- 8.2 The number of copies to be completed and returned with the Tender is specified in the **Tender Data Sheet**.

- 8.3 The Invitation for Tenders (Section I) issued by the Procuring Entity is not part of the tendering documents and is included for reference purposes only. In case of discrepancies between the Invitation for tenders and the tendering Documents listed in sub-Clause 8.1 above, the said tendering documents will take precedence.

- 8.4 The Procuring Entity is not responsible for the completeness of the tendering documents and their addenda, if they were not obtained directly from the authorized staff of the Procuring Entity.

- 8.5 The tenderer is expected to examine all instructions, forms, terms and specifications in the tendering documents. Failure to furnish all information required by the Tendering Documents or to submit a tender substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in the rejection of its tender.
- 9. Clarification of Tendering Documents**
- 9.1 A prospective tenderer requiring any clarification of the Tendering documents may notify the Procuring Entity in writing, e-mail or facsimile at the Procuring Entity's address indicated in the **Tender Data Sheet**.
- 9.2 The Procuring Entity will within the period stated in the **Tender Data Sheet** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **Tender Data Sheet** prior to the deadline for the submission of tenders prescribed in sub-Clause 22.1.
- 9.3 Copies of the procuring entity's response will be forwarded to all Purchasers of the Tendering documents, including a description of the inquiry, but without identifying its source.
- 9.4 Should the Procuring Entity deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the procedure under ITT Clause 10.
- 10. Amendments of the Tendering Documents**
- 10.1 Before the deadline for submission of Tenders, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tendering documents by issuing addenda.
- 10.2 Any addendum issued shall be part of the Tender documents pursuant to sub-Clause 8.1 and shall be communicated in writing, by e-mail or facsimile to all who have obtained the Tendering documents directly from the Procuring Entity.
- 10.3 In order to allow prospective tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity at its discretion shall extend, as necessary, the deadline for submission of tenders, in accordance with sub-Clause 22.2

C. Preparation of Tenders

- 11. Language of Tender**
- 11.1 The Tender, and all correspondence and documents related to the tender exchanged by the tenderer and the Procuring Entity shall be written in the Tender language stipulated in the **Tender Data Sheet**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the Tender, the translation shall prevail.
- 12. Documents Constituting the Tender**
- 12.1 The tender submitted by the tenderer shall consist of the following components:
- a) The Form of Tender (in the format indicated in Section IX) completed in accordance with ITT Clause 15, 16 and 17;

- b) Information requested by Instructions to Tenderers ITT sub-Clause 13.2; 13.3 and 13.4;
- c) Tender Security or Tender Securing Declaration in accordance with Instructions to tenderers ITT Clause 19;
- d) Priced Bill of Quantities;
- e) Qualification Information Form and Documents;
- f) Alternative offers where invited in accordance with Instructions to Tenderers ITT Clause 5;
- g) Written confirmation authorizing the signatory of the tender to commit the Tenderer in accordance with Instructions to Tenderers ITT sub Clause 19.2; and
- h) And any information or other materials required to be completed and submitted by tenderers, as specified in the **Tender Data Sheet**.

13. Documents Establishing Eligibility and Qualifications of the Tenderer

- 13.1** Pursuant to ITT Clause 13, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer’s eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
- 13.2** In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of contract. These qualified tenderers should submit their tenders with any information updating the original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission. The update or confirmation should be provided in Section IX.
- 13.3** If the Procuring Entity has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the **Tender Data Sheet**:
- 13.4** Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Tender Data Sheet**:
 - a) The Tender shall include all the information listed in the **Tender Data Sheet** pursuant to sub-Clause 13.3 above for each joint venture partner;
 - b) The Tender shall be signed so as to be legally binding on all partners;
 - c) One of the partners will be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - d) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
 - e) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a

statement to this effect shall be included in the authorization mentioned under (c) above as well as in the Tender and in the Agreement (in case of a successful Tender); and

- f) A copy of the joint venture agreement entered into by all partner shall be submitted with the Tender. Alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Tender shall be signed by all partners and submitted with the Tender, together with a copy of the proposed Agreement.
- g) The Tender Security and Tender Securing Declaration as stated in accordance with ITT Clause 19, and in case of a successful Tender, the Agreement, shall be signed so as to be legally binding on all partners.

14. Lots Package **14.1** When tendering for more than one contract under the lots arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the lots being tendered in regard to:

- a) Average annual turnover;
- b) Particular experience including key production rates;
- c) Financial means, etc;
- d) Personnel capabilities; and
- e) Equipment capabilities.

14.2 In case the Tenderer fail to fully meet any of these criteria, it may be qualified only for those lots for which the Tenderer meets the above requirement.

15. Form of Tender **15.1** The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.

16. Tender Prices **16.1** The Contract shall be for the whole Works, as described in sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Bill of quantities.

16.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to the deadline for submission of Tenders, shall be included in the rates, prices and total Tender price submitted by the Tenderer.

16.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if provided for in the **Tender Data Sheet** and the provisions of the Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the **Contract Data Sheet**.

17. Tender Currencies **17.1** The unit rates and prices shall be quoted by the Tenderer in the currency as specified in the **Tender Data Sheet**.

17.2 Tenderers shall indicate details of their expected foreign currency requirements in the Tender, if any. The rates of exchange to be used by the Tenderers in arriving at the local currency equivalent shall be the selling rates

for similar transactions established by the authority specified in the **Tender Data Sheet** prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. In any case, payments will be computed using the rates quoted in the Tender.

17.3 Tenderers may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Contract Data Sheet are reasonable and responsive to sub-Clause 17.1.

18. Tender Validity Period

18.1 Tenders shall remain valid for the period specified in the **Tender Data Sheet** after the Tender submission deadline prescribed by the Procuring Entity, pursuant to ITT Clause 22. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

18.2 In exceptional circumstances, prior to expiry of the original Tender validity period, the Procuring Entity may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Security or Tender Securing declaration for the period of the extension, and in compliance with ITT Clause 19 in all respects.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.

19. Tender Security and Tender Securing Declaration

19.1 Pursuant to ITT Clause 12, where required in the **Tender Data Sheet**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the **Tender Data Sheet**. A Tender Securing Declaration as specified in the **Tender Data Sheet** in the format provided in section X shall be provided as a mandatory requirement.

19.2 The Tender Security or Tender Securing Declaration is required to protect the Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT sub-Clause 19.9.

19.3 The Tender Security shall be denominated in the currency of the Tender and shall be in one of the following forms:

- a) Cash;
- b) A Bank Guarantee;
- c) An Insurance Bond issued by an insurance firm approved by the PPOA located in Kenya;
- d) An irrevocable letter of credit issued by a reputable bank.

- 19.4** The Tender Security shall be in accordance with the Form of the Tender Security included in Section X or another form approved by the Procuring Entity prior to the Tender submission.
- 19.5** The Tender Security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 19.8 are invoked.
- 19.6** Any Tender not accompanied by a Tender Security in accordance with sub-Clauses 19.1 or 19.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT Clause 28.
- 19.7** The Procuring Entity shall immediately release any Tender Security if:
- a) The procuring proceedings are terminated;
 - b) The Procuring Entity determines that none of the submitted Tenders is responsive;
 - c) A contract for the procurement is entered into.
- 19.8** The Tender Security shall be forfeited and the Tender Securing Declaration executed if the Tenderer:
- a) Withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which Tenders must remain valid;
 - b) Rejects a correction of an arithmetic error pursuant to sub-Clause 29.2;
 - c) Refuse to enter into a written contract in accordance with ITT Clause 40;
 - d) Fails to furnish the Performance Security in accordance with ITT Clause 41.
- 19.9** The Tender Security and Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.
- 19.10** A Tenderer shall be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time indicated in the Tender Securing Declaration:
- a) If the Tenderer withdraws its Tender, except as provided in ITT sub-Clauses 18.2 and 29.2; or
 - b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:
 - (i) Sign the contract; or
 - (ii) Furnish the required Performance Security.

20. Format and Signing of Tender

- 20.1** The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 12 of these Instructions to Tenderers, with the Form of Tender, and clearly marked “**ORIGINAL**”. In addition, the Tenderer shall submit copies of the Tender, in the number specified in the

Tender Data Sheet, and clearly marked as “**COPIES**”. In the event of discrepancy between them, the original shall prevail.

- 20.2 The original and all copies of the Tenders shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **Tender Data Sheet** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.
- 20.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Tender.
- 20.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract

D. Submission of Tenders

21. Sealing and Marking of Tenders

- 21.1 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 securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 21.2 The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Entity at the address given in the **Tender Data Sheet**; and
 - b) Bear the Project name indicated in the **Tender Data Sheet**, the Invitation for Tenders (IFB) title and number indicated in the **Tender Data Sheet**, and a statement: “**DO NOT OPEN BEFORE,**” to be completed with the time and the date specified in the **Tender Data Sheet**, pursuant to ITT sub-Clause 22.1.
- 21.3 In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender be returned unopened in case it is declared late, pursuant to sub-Clause 22.1 and for matching purpose under ITT Clause 23
- 21.4 If the outer envelope is not sealed and marked as required by ITT sub clause 21.2, the Procuring Entity shall assume no responsibility for misplacement or premature opening of the Tender.

22. Deadline for Submission of Tenders

- 22.1 Tenders shall be received by the Procuring Entity at the address specified under ITT sub-Clause 21.2 no later than the date and time specified in the **Tender Data Sheet**.
- 22.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering documents in accordance with ITT Clause 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.

- 22.3 The extension of the deadline for submission of Tenders shall not be made later than the period specified in the **Tender Data Sheet** before the expiry of the original deadline.
- 23. Late Tenders**
- 23.1 The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22.
- 23.2 Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer
- 24. Modification, Substitution and Withdrawal of Tenders**
- 24.1 A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including substitution or withdrawal of the Tender, is received by the Procuring Entity prior to the deadline prescribed for submission of Tenders prescribed under ITT sub-Clause 22.1.
- 24.2 The Tenderer’s modification or substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 20 and 21 with the outer and inner envelopes additionally marked “**MODIFICATION**” or **SUBSTITUTION** or “**WITHDRAWAL**” as appropriate. The notice may also be sent by electronic mail and facsimile, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 24.3 No Tender may be withdrawn, replaced or modified 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 shall result in the Tenderer’s forfeiture of its Tender Security or execution of Tender Securing Declaration, pursuant to the ITT sub-Clause 19.9.
- 24.4 Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the **Tender Data Sheet** or as extended pursuant to sub-Clause 22.2 shall result in the forfeiture of the Tender Security and execution of Tender Securing Declaration pursuant to ITT sub-Clause 19.9.
- 24.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.

E. Opening and Evaluation of Tenders

- 25. Opening of Tenders**
- 25.1 The Procuring Entity will open all Tenders including modifications, substitution or withdraw notices made pursuant to ITT Clause 24, in public, in the presence of Tenderers or their representatives who choose to attend and other parties with legitimate interest and Tender proceedings, at the place on the date and at time specified in the **Tender Data Sheet**. The Tenderers’ representatives who are present shall sign a register as proof of their attendance.
- 25.2 Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 24 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “Power of Attorney”

confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked or "**SUBSTITUTION**" opened and the submissions therein read out in appropriate detail.

25.3 All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, and such other details as the appropriate tender opening committee may consider appropriate, will be announced by the Secretary of the Tender Opening Committee at the opening.

25.4 Tenders or modifications that are not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.

25.5 Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any unread information by the sent Tenderer's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Tenderer's Tender.

25.6 No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 23.

25.7 The Secretary of the appropriate tender opening committee shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderers and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or Tender Securing Declaration.

25.8 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record.

25.9 A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.

26. Confidentiality

26.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

26.2 Any effort by a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of his Tender.

26.3 Notwithstanding sub-Clause 26.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

27. Clarification of Tenders

- 27.1** To assist in the examination, evaluation, comparison of Tenders and post-qualification of the Tenderer, the Procuring Entity may, at its discretion, ask a Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.
- 27.2** The request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Tenders in accordance with ITT Clause 29.
- 27.3** From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender it should do so in writing.

28. Preliminary Examination of Tenders

- 28.1** Prior to the detailed evaluation of Tenders, the Procuring Entity will determine whether:
- a) The Tender has been submitted in the required format;
 - b) Any Tender Security submitted is in the required form, amount and validity period;
 - c) The Tender has been signed by the person lawfully authorized to do so;
 - d) The required number of copies of the Tender have been submitted;
 - e) The Tender is valid for the period required;
 - f) All required documents and information have been submitted; and
 - g) Any required samples have been submitted.
- 28.2** The Procuring Entity will confirm that the documents and information specified under ITT Clause 12 and ITT Clause 13 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.
- 28.3** The Procuring Entity may waive any minor informality, 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
- 28.4** A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one that:
- a) Affects in any substantial way the scope, quality, or execution of the Works;
 - b) Limits in any substantial way, inconsistent with the Tendering documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - c) If rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

- 28.5** If a Tender is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 29. Correction of Errors**
- 29.1** Tenders determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Errors will be corrected by the Procuring Entity as follows:
- a) If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- 29.2** The amount stated in the Tender will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited and the Tender Securing Declaration may be executed in accordance with sub-Clause 19.9.
- 30. Conversion to Single Currency**
- 30.1** To facilitate the evaluation and comparison, the Procuring Entity will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to Kenya Shillings at the selling exchange rate established for similar transactions by the Central Bank of Kenya ruling on the date specified in the **Tender Data Sheet**.
- 31. Comparison of Tenders**
- 31.1** The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 28.
- 31.2** In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:
Making any correction for errors pursuant to ITT Clause 29;
Excluding provisional sums and the provision, if any for contingencies in the Bill of Quantities, but including Day work , where priced competitively ; and
Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub-Clause 24.5.
- 31.3** The Procuring Entity may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Tenderer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.
- 32. National Preference**
- 32.1** In the evaluation of Tenders the Procuring Entity shall apply exclusive preference to citizens of Kenya where:
- a) The funding is 100% from the Government of Kenya or a Kenyan body;

b) The amounts are below the prescribed threshold of KShs.200 million;

32.2 To qualify for the preference the candidate shall provide evidence of eligibility by:

a) Proving Kenyan citizenship by production of a Kenyan Identity Card; or

b) Providing proof of being a “citizen contractor” in terms of section 3(1) of the Act, i.e. being a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Kenya.

32.3 The Minister of Finance may prescribe additional preference and/or reservation schemes, for example for procurements above these thresholds. If such additional preference schemes apply, details will be given in the **Tender Data Sheet**.

33. Determination of the Lowest Evaluated Tender

33.1 The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.

34. Post-qualification of Tenderer

34.1 If specified in the **Tender Data Sheet**, post-qualification shall be undertaken.

34.2 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, in accordance with the criteria listed in sub-Clause 13.3.

34.3 The determination will take into account the Tenderer’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tenderer, pursuant to sub-Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Tenderer’s qualifications.

34.4 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.

Tender Data Sheet (TDS)

Instructions to Tenderers Clause Reference

| TDS Reference Number | ITT Clause Number | Amendments of, and Supplements to, Clauses in the Instruction to Tenderers |
|------------------------|-------------------|--|
| A. Introduction | | |
| 1. | 1.1 | The Procuring Entity is: National Construction Authority |
| 2. | 1.1 | Name of Project is: Renovation of NCA Garissa Office |
| 3. | 1.2 | The expected completion date of the works is: Three months from date of contract signing |
| 4. | 1.3 | The Objectives of the Project are: General renovation of NCA Garissa Office |
| 5. | 2.1 | Name of financing institution is: National Construction Authority Name of the Procuring is: National Construction Authority Financial Year : 2017-2018 Describe works under the contracts: General Renovation of NCA Garissa Office |
| 6. | 2.2 | The loan/ credit number is: <i>N/A</i> |
| 7. | 5.1 | Alternative Tenders are not allowed in this tender. |
| 8. | 5.2 | Alternative time for completion; Subject to mutual agreement after commencement of works |
| 9. | 3.1 | Only Tenderers registered by NCA as: Building Contractors in Class NCA 8 only. This Tender is: Exclusively reserved for national contractors registered under AGPO programme by the National Treasury |
| 10. | 7.3 | Pre-Tender meeting shall not be held but bidders can visit site at their cost to familiarise with site. |
| 11. | 7.5 | The minutes of the pre-Tender meeting will be transmitted within [<i>N/A</i>] |
| | 7.6 | Non-attendance at the pre-tender meeting will / will not result in disqualification [<i>N/A</i>] |

| B. Tendering Documents | | |
|-------------------------------|------------|--|
| 12. | 8.2 | The number of copies to be completed and returned with the tender is: Two (2) copies which must be Serialized/ paginated |
| 13. | 8.1 | Address for clarification of Tendering Document is: National Construction Authority, P.O Box 21046-00100, Nairobi. Email; procurement @nca.go.ke |
| 14. | 8.2 | Period to Respond to request for clarification by the Procuring Entity: Two (2) day Period Prior to deadline for submission of tenders for tenderers to request clarification: Five (5) days |

| C. Preparation of Tenders | | |
|----------------------------------|-------------|---|
| 15. | 11.1 | Language of Tender and all correspondence shall be ; English |
| 16. | 13.3 | Other information or materials required to be completed and submitted by tenderers: a) Copies of original documents defining the constitution or legal status, place of registration, and principal, place of business; written power of attorney authorizing the signatory of the tender to commit the Tenderer. b) The minimum required annual volume of construction work for the successful Tenderer in any of the last 2 years shall be: <i>N/A</i> c) Experience as prime contractor in the construction of at least one project of a nature and complexity equivalent to the Works in the last 2 years or the period stated in a) above (to comply with this requirement, works cited should be at least 70 percent complete). <i>N/A</i> d) A Site Manager with a minimum of three (3) years' experience in works of an equivalent nature and volume. e) Evidence of adequate working capital for this contract. f) Information regarding litigation, current <i>N/A</i> |
| 17. | 13.4 | In the case of joint venture each partner shall submit information required under Clause ITT Clause 13.4. In addition the Tenderer shall furnish the following , a) Valid tax compliance for each partner b) Certificate of Incorporation/ Registration certificate. c) Joint Venture Agreement dully signed by all partners. |
| 18. | 16.4 | The price shall be fixed . Information to be submitted with the Tender are: (state if any). |

| | | |
|-----|--------------|---|
| 19. | 17.1 | The currency in which the prices shall be quoted shall be: <i>Kenyan Shilling</i> |
| 20. | 17.2 30.2 | The authority for establishing the rates of exchange shall be Central Bank of Kenya. The applicable date for exchange rates for tendering and evaluation purposes is the ruling rate at the date of tender opening. |
| 21. | 18.1 | The Tender validity period shall be 120 days. |
| 22. | 19.1 | A dully filled, signed and stamped Tender Securing Declaration form for bidders registered under AGPO programme by the National Treasury. |
| 23. | 20.1 | In addition to the original of the tender, the tenderer should submit one copy of the Tender. |
| 24. | 20.2 | Written confirmation of authorization are required through a <i>power of attorney for the authorized signatory N/A</i> |

D. Submission of Tenders

| | | |
|-----|---------|---|
| 25. | 21.2 a) | Tenders shall be submitted to: National Construction Authority P.O. Box 21046-00100,Nairobi KCB Plaza, Kenya Road, Upper Hill Tender Box at 9th Floor, |
| 26. | 21.2 b) | Project name: Renovation of Garissa Office Tender number: NCA/T/37/2017-2018 Time and date for submission: Thursday 21st June, 2018 at 11:00 am |
| 27. | 22.1 | The deadline for Tender submission is: Thursday 21st June, 2018 at 11:00 am |
| 28. | 22.3 | The extension of the deadline for submission of tenders shall be made not later than five (5) before the expiry of the original deadline. |
| 29 | 24.4 | Expiry of tender validity is: 120 days from date of tender opening or as requested before expiry of the initial period. |

F. Opening and Evaluation of Tenders

| | | |
|-----|------|---|
| 29. | 25.1 | The Tender opening shall take place at: Street address: National Construction Authority Head office Building/Plot No: KCB Plaza, Kenya Road Upper hill Floor/Room No: 9th Floor Boardroom City/Town: Nairobi Country : Kenya Date: Thursday 21st June, 2018 Time: 11.00AM |
|-----|------|---|

| | | |
|---|------|---|
| 30. | 32.3 | Additional Preference: <i>N/A</i> |
| 31. | 34.1 | Post- qualification will <i>not be undertaken</i> . |
| 32. | 38.1 | Percentage for quantities increase or decrease is <i>N/A</i> |
| F. Award of Contract | | |
| 33. | 41.1 | The amount of Performance Security shall be <i>1% of the contract price</i> |
| 34. | 42.1 | The Advance Payment shall be : <i>N/A</i> |
| 35. | 43.1 | The proposed adjudicator for the project is: <i>N/A</i> |
| G. Review of Procurement Decisions | | |
| 37. | 46.1 | The address for submitting appeals to Administrative Review Board : The Secretary, Public Procurement Administrative Review Board , The Public Procurement Regulatory Authority, 10 th Floor ,National Bank House, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000 Email: info@ppoa.go.ke Website: www.ppoa.go.ke |

CONTRACT DATA SHEET

Instructions for completing the Contract Data Sheet

| CDS Clause | GCC Clause | Description |
|------------|------------|--|
| 1 | 1.1 | <p style="text-align: center;">(a) General</p> <p>(Itemise Definitions to take the same numbering as per the General Conditions)</p> <p>The Procuring Entity is; National Construction Authority</p> <p>The Adjudicator is: <i>N/A</i></p> <p>The Defects Liability Period is: <i>150 days</i>.</p> <p>The Project Manager is: <i>Eng. Bernard Were, NCA Garissa Regional Officer</i></p> <p>The name and identification number of the Contract is PROPOSED RENOVATION OF NCA GARISSA OFFICE IN GARISSA – NCA/T/37/2017-2018</p> <p>The Works consist of Renovation of an existing structure at Public Works offices at Garissa County</p> <p>The objectives of the contract are <i>to renovate the office as per attached BOQs</i> which are mandatory requirements that override any detail which may be provided below.</p> <p>The Start Date shall be: <i>As directed after signing of the contract</i></p> <p>The Intended Completion Date for the whole of the Works shall be Three Month from date of site hand over or as directed through a written letter by Manager Supply Chain.</p> <p>The following documents also form part of the Contract: <i>[list documents]</i></p> <p>The Site is located at Garissa, Public Works Offices and is defined in drawings No: <i>N/A</i></p> |
| 2. | 2.2 | Indicate whether there is sectional completion: <i>N/A</i> |
| 3. | 2.3(9) | <p>List other documents that form part of the contract if any:</p> <ul style="list-style-type: none"> (a) Contract Agreement Form; (b) Tender Form; (c) price schedule or bills of quantities submitted by the tenderer; (d) Schedule of Requirements; (e) Technical Specifications; (f) General Conditions of Contract; (g) Special Conditions of Contract; (h) Notification of Award (i) Acceptance letter (j) Tenderer’s certificate of incorporation |
| 4. | 3.1 | <p>The language of the Contract documents is: English</p> <p>The law that applies to the Contract is the Kenyan Law.</p> |

| | | |
|-------------------------|-------------|--|
| 5. | 9.1 | Include the Schedule of Other Contractors, if any. <i>N/A</i> |
| 6. | 10.1 | Include the Schedule of Key Personnel. <i>[Give list of key personnel]</i> |
| 7. | 14.1 | The minimum insurance covers shall be: <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials : <i>N/A</i> (b) loss of or damage to Equipment <i>[insert amount]</i>; (c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract kshs. 2,000,00; and (d) Personal injury or death kshs. 2,000,000 |
| 8. | 15.1 | Site Investigation Reports available to the Tenderers are: <i>N/A</i> |
| 9. | 22.4 | The other measures include: <ul style="list-style-type: none"> a. Minimising the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counselling and testing (VCT) c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d. Providing condoms (male and female) to workers |
| 10. | 24.1 & 47.1 | The Site Possession Date shall be: <i>To be communicated after contract signing.</i> |
| 11. | 28.2 | Hourly rate of Fees payable to the Adjudicator is: <i>N/A</i> Types of reimbursable expenses to be paid to the Adjudicator include: <i>[insert types of reimbursable expenses]. N/A</i> |
| 12. | 28.3 | In case of a dispute between the service provider & the procuring entity, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred to arbitration as per the provisions of the Arbitration Act of 1995(Cap 49) 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 |
| 13. | 29.1 | Appointing Authority for the Adjudicator: <i>[Insert the name of Authority]N/A</i> |
| (a) Time Control | | |
| 14. | 30.1 | The Contractor shall Submit a Programme for the Works the same day of delivery of the Letter of Acceptance. |
| 15. | 30.3 | The period between Programme updates is 7 days. |

| | | |
|-----------------------------------|---------------------|---|
| 16. | 30.3 | The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is: 10% of amount due. |
| (b) Quality Control | | |
| 17. | 38.1 | The Defects Liability Period is <i>150 days</i> . |
| (c) Cost Control | | |
| 18. | 45.7 | Minimum Amount of Interim Payment Certificate will be: Total amount would be paid after 100% completion of works |
| 19. | 46.1 | The interest rate shall be the prevailing interest rate for commercial borrowing from the contractors bank |
| 20. | 47.1(a) | The Site Possession Date shall be; To be communicated after signing of the contract. |
| 21. | 50 | The contract is not subject to price adjustment in accordance with Clause 50 of the General Conditions of Contract. |
| 22. | 51.1 | The amount of retention is: <u>N/A</u> [<i>state the percent</i>] of value of works of Interim Payment Certificate’. |
| | | Limit of retention will be <u>N/A</u> of contract price. |
| 23. | 52.1 | The rate of liquidated damages is [<i>0.1% of contract price</i>] [<i>Should be between 0.1 and 0.15 percent of contract price per day</i>] |
| | 52.1 62.2 (g) | The maximum amount of liquidated damages is [5% of contract price] [should be between 5% to 10% of Contract Price] |
| 24. | 53.1 | The bonus for early completion is: <i>N/A</i> [<i>State the amount</i>]. |
| 25. | 54.1 | The amount of advance payment shall be <i>N/A</i> per cent of the contract sum payable by <i>N/A</i> [<i>insert date</i>]. |
| | | Monthly Recovery of Advance Payment: <i>N/A</i> percent of amount of Interim Payment Certificate. |
| 26. | 55.1 | The Performance Security shall be: 1 percent of the contract price. |
| (d) Finishing the Contract | | |
| 27. | 61.1 | As built drawings shall be supplied by the contractor by: <i>N/A</i> [<i>Insert date if applicable</i>]. Operating manual shall be supplied by the contractor by: <i>N/A</i> [<i>Insert date if applicable</i>]. |
| 28. | 61.2 | The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: <i>N/A</i> [<i>State amount if applicable</i>]. |

| | | |
|------------|-------------|--|
| | | The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: <i>N/A</i> . [<i>State amount if applicable</i>]. |
| 29. | 63.1 | The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is: <i>N/A</i> [<i>percent</i>]. |

EVALUATION CRITERIA

The method of evaluation will be Merit Point System

The evaluation criteria will be applied as indicated here below:-

1. PRELIMINARY REQUIREMENTS (MANDATORY)

| No. | Documents to be submitted | Yes/No |
|-----|--|--------|
| 1. | Duly filled, signed and stamped form of tender. | |
| 2. | Copy of Certificate of registration/Incorporation. | |
| 3. | Copy of valid Tax Compliance Certificate. | |
| 4. | Valid single business permit from county government 2018. | |
| 5. | Duly filled, signed and stamped Confidential Business Questionnaire Form. | |
| 6. | Dully filled, signed and stamped anti-corruption declaration form. | |
| 7. | Dully filled and priced Bill of Quantities (BOQ). | |
| 8. | Must be registered in NCA 6 or 7 Only - Building Works Category (Attach a valid registration certificate and current practicing license) | |
| 9. | Dully filled, signed and stamped Bid Securing Declaration Form. | |
| 10. | A copy of valid AGPO certificate issued by the National Treasury. | |
| 11. | Certified copies of two years audited accounts (2016 & 2017) | |
| 12. | Must provide one original and one copy of the Tender which MUST be Paginated/serialized/Numbered in all pages including all the attachments. | |
| | PASS/FAIL | |

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

2. TECHNICAL EVALUATION CRITERIA

| Item No. | Evaluation Criteria | Max Score |
|----------|--|------------|
| 1. | Experience: a) Attach at least five (5) copies of LPOs/LSOs/ contract documents/ Practical completion certificates as evidence of doing similar/related works. (4 Marks for each) | 20 |
| | b) Provide recommendation letters from at least 3 clients in the client's letterhead. (6 Marks each) | 18 |
| 2. | Financial Capacity: a) Submit copy of the firms certified audited accounts for the last two years (2015 & 2016). (10 Marks) | 15 |
| | c) A reference letter from applicant's bank regarding their credit position. (5 Marks) | |
| 3. | Project Manager <ul style="list-style-type: none"> • Degree in civil engineering/architecture. (10 Marks) • With Diploma in civil engineering/architecture. (8 Marks) • With Certificate in civil engineering/architecture. (5 Marks) • With Trade test in relevant field. (3 Marks) <i>(Attach copies of Certificate)</i> | 10 |
| 4. | Project Manager's experience <ul style="list-style-type: none"> • With over 5 years relevant experience. (10 Marks) • With 2 year relevant experience. (5 Mark) <i>Prorate marks (Attach CV as in the format provided)</i> | 10 |
| 5. | Foreman <ul style="list-style-type: none"> • With diploma in relevant field. (5 Marks) • With certificate in relevant field. (4 Marks) • With a trade test in relevant field. (3 Marks) <i>(Attach copies of certificates)</i> | 5 |
| 6. | Foreman's Experience <ul style="list-style-type: none"> • With over 5 years relevant experience. (6 Marks) • With less than 5 years' experience. (1 Mark) | 6 |
| 7. | Two other Technical staff qualifications/ professional experience <ul style="list-style-type: none"> • With Diploma in relevant field. (5 Marks each) • With Certificate in relevant field. (4 Marks each) • With Trade test in relevant field. (3 Marks each) <i>(Attach copies of Certificate)</i> | 10 |
| 8. | Experience of two other technical staff. <ul style="list-style-type: none"> • With over 5 years relevant experience. (3 Marks each) • With 2 year relevant experience. (2 Mark each) <i>Prorate marks (Attach CV as in the format provided)</i> | 6 |
| | TOTAL SCORE | 100 |

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

FINANCIAL EVALUATION

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

SECTION VII: DRAWING

SECTION VIII: BILL OF QUANTITIES

PREPARATORY WORKS

| ITEM | DESCRIPTION | UNIT | QTY | RATE | KSHS. | CTS. |
|------|--|------|-----|------|-------|------|
| | <p><u>PREPARATORY WORKS</u></p> <p><u>The following demolitions generally:</u></p> <p>A. Carefully remove existing soft board ceiling including worn out trusses 3m high and dispose off as directed and/or hand over to the client.</p> | SM. | 30 | | | |
| | <p><u>TOTAL CARRIED TO GENERAL SUMMARY</u></p> | | | | KSHS. | |

SECTION NO. 4 RENOVATIONS WORK

| ITEM | DESCRIPTION | UNIT | QTY | RATE | KSHS. | CTS. |
|------|--|------|-----|------|-------|------|
| | <u>SECTION NO.4</u> | | | | | |
| | <u>ELEMENT NO.1</u> | | | | | |
| | <u>FINISHES</u> | | | | | |
| | <u>Ceiling finishes</u> | | | | | |
| | <u>Chipboard as described in:-</u> | | | | | |
| | <u>Chipboard or other approved ceiling material with beading</u> | | | | | |
| A. | 12mm Thick lining to existing brandering including replacing of worn out trusses. | S.M. | 30 | | | |
| B. | Extra over lining for access trap door size 600 x 600 mm including trimming brandering and molded architrave. | NO. | 1 | | | |
| C. | 100 x 20 mm Thick timber skirting screwed, plugged and pelleted on smooth plaster. | L.M. | 22 | | | |
| | <u>Wall finishes</u> | | | | | |
| | <u>Finishes to existing walls</u> | | | | | |
| | <u>Prepare surfaces by scrubbing off old paint and including inserting 10mm bars with traverse bars stretching; 300mm on either side of crack space; including tying wires and filling in with cement and sand mortar 1;4</u> | | | | | |
| D. | Natural stone walling. | S.M. | 30 | | | |
| | <u>Painting and decorating</u> | | | | | |
| | <u>Prepare and apply three coats approved specialist paint to:-</u> | | | | | |
| E. | Rendered and plastered surfaces 3000mm above ground level | S.M. | 30 | | | |
| | <u>TOTAL CARRIED TO SUMMARY OF SECTION NO. 4</u> | | | | KSHS. | |
| | | | | | | |

SECTION NO. 5 P. C. & PROVISIONAL SUMS

| ITEM | DESCRIPTION | UNIT | QTY | RATE | KSHS. | CTS. |
|--|--|------|-----|--------------|-------|------|
| <u>SECTION NO. 6</u> | | | | | | |
| <u>P. C. & PROVISIONAL SUMS</u> | | | | | | |
| A. | Provide a prime cost of sum of Kshs. 70,000.00 for drainage services unblocking and repairs to approval. | ITEM | 1 | 70,000.00 | | |
| B. | Allow for profits and overheads. | % | 3 | | | |
| C. | Allow for attendance. | SUM | | | | |
| D. | Allow a provisional sum of Kshs. 50,000.00 for project management. | SUM | | | | |
| <u>TOTAL CARRIED TO GENERAL SUMMARY</u> | | | | KSHS. | | |

| GENERAL SUMMARY | | |
|--|---|--------------------------|
| <p><u>SECTION NO.</u></p> <ol style="list-style-type: none"> 1. PRELIMINARIES & CONDITIONS OF THE CONTRACT. 2. GENERAL PREAMBLES & SPECIFICATIONS OF WORKMANSHIP & MATERIALS. 3. PREPARATORY WORKS. 4. RENOVATIONS WORKS. 5. P. C. & PROVISIONAL SUMS. 6. Allow a provisional sum of Kshs. 50,000.00 for Contingencies to be expended under the discretion of the Project Manager. <p>TOTAL</p> <p>ADD 16% V.A.T</p> <p><u>TOTAL CARRIED TO FORM OF TENDER</u></p> | <p>CONTRACT USE ONLY</p> | <p>OFFICIAL USE ONLY</p> |
| <p><u>Signed for and on behalf of:</u> <u>(EMPLOYER)</u></p> <p>.....</p> <p>.....</p> <p><u>ADDRESS:-</u>.....</p> <p>.....</p> <p><u>DATE:-</u>.....</p> <p><u>DESIGNATION:-</u>.....</p> <p>.....</p> | <p><u>Signed for and on behalf of:</u> <u>(CONTRACTOR)</u></p> <p>.....</p> <p>.....</p> <p><u>ADDRESS:-</u>.....</p> <p>.....</p> <p><u>DATE:-</u>.....</p> <p><u>DESIGNATION:-</u>.....</p> <p>.....</p> | |

SECTION IX: TENDER FORMS

A. Form of Tender

Date _____

Tender No. _____

To: National Construction Authority

P.O BOX 21046-00100

NAIROBI

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... [*insert numbers*], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Renovate NCA Garissa offices** in conformity with the said tender documents for the sum of
..... (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by(*Procuring entity*).

4. 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.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

TENDER-SECURING DECLARATION FORM (r.22)

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: [Insert date (as day, month and year) of Bid Submission]
Tender No: NCA/T/37/2017-2018

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

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **one year** starting on **1st July 2018** if we are in breach of our obligation(s) under the bid conditions, because we –

- (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) Fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance With the ITT.

We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- (a) Our receipt of a copy of your notification of the name of the successful Bidder; or
- (b) Thirty days after the expiration of our Tender.

We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [Insert signature of person whose name and capacity are shown]
in the capacity of
[Insert legal capacity of person signing the Bid Securing Declaration]

Name:
[Insert complete name of person signing the Bid Securing Declaration]

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

Dated on day of [Insert date of signing]

Corporate Seal (where appropriate)

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

| | |
|---|-------------------------------------|
| <i>Part 1 – General:</i> | |
| Business Name | |
| Location of business premises. | |
| Plot No..... | Street/Road |
| Postal Address | Tel No. Fax E mail |
| 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 |
| <ul style="list-style-type: none"> • Citizenship details • | |

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

| | |
|--|--|
| | Part 2 (c) – Registered Company |
| Private or Public | |
| State the nominal and issued capital of company- | |
| Nominal Kshs. | |
| Issued Kshs. | |
| Given details of all directors as follows | |
| Name | Nationality |
| Citizenship Details | Shares |
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

| | |
|------------|------------------------------|
| Date | Signature of Candidate |
|------------|------------------------------|

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

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 62 of the PPD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

(Tenderers may make copies as necessary and provide as much information as possible on a separate sheet of paper)

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. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarise 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 location 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

B. Performance Bank or Insurance Guarantee [Unconditional]

[The **Bank or Insurance Company/successful tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Procuring Entity requires this type of security.]

[insert bank's or insurance company's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we *[insert name of Bank or Insurance Company]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall expire not later than thirty days from the date of issuance of the Taking-Over Certificate.

[Signature of an authorized representative(s) of the Bank or Insurance Company]

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary