



NATIONAL CONSTRUCTION  
AUTHORITY

**NATIONAL OPEN TENDER**

**FOR**

**ANNUAL LICENSE RENEWAL, SUPPORT AND MAINTENANCE OF  
THE WEB BASED GIS, CONSTRUCTION SITE MAPPING SYSTEM  
AND IDENTIFICATION SYSTEM.**

**TENDER No. NCA/T/017/2018-2019**

**CLOSING DATE: 07<sup>TH</sup> NOVEMBER, 2018 AT 11:00 A.M**

**OCTOBER, 2018**

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## SECTION I – INVITATION TO TENDER

**Date: 23<sup>rd</sup> October 2018**

**Tender REF No. NCA/T/017/2018-2019**

**Tender Name: ANNUAL LICENSE RENEWAL, SUPPORT & MAINTAINANCE OF WEB BASED GIS, CONSTRUCTION SITE MAPPING SYSTEM AND IDENTIFICATION SYSTEM.**

- 1.1 The National Construction Authority invites sealed tenders from eligible candidates for the annual License Renewal, Support & maintenance of web based GIS, Construction Site Mapping System and Identification System for a period of two years, renewable upon satisfactory performance based on SLA.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the supply chain office, situated at the National Construction Authority Headquarters on 9<sup>th</sup> Floor, KCB Towers, Upper Hill during normal working hours.
- 1.3 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) in form of a bankers cheque payable to the National Construction Authority or deposited in NCA's KCB account No. 1136368019 Milimani Branch. The document may also be downloaded **free of charge** from the Public Procurement Information portal: [www.tenders.go.ke](http://www.tenders.go.ke) and/ or the National Construction Authority's website: [www.nca.go.ke](http://www.nca.go.ke).
- 1.4 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 the following email address [procurement@nca.go.ke](mailto:procurement@nca.go.ke).
- 1.5 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
- 1.6 All bids must be accompanied by a bid security of **Kshs.50,000 (Fifty thousand shillings)** from a reputable bank or Eligible Insurance Companies valid for 150 days from the date of tender opening.
- 1.7 Completed **serialized and paginated 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 9<sup>th</sup> floor, KCB Towers or be addressed to:

**The Executive Director,  
National Construction Authority,  
KCB Towers, 9<sup>th</sup> Floor, Kenya Road, Upper Hill  
P O Box 21046-00100, NAIROBI.**

so as to be received on or before **Wednesday 07<sup>th</sup> November, 2018 AT 11.00AM.**

Tenders will be opened immediately thereafter in the presence of the tenderer's representatives who choose to attend at NCA Boardroom on 9<sup>th</sup> Floor KCB Towers, Upper Hill.

**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 relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

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

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- iii) General Conditions of Contract
- iv) Special Conditions of Contract
- v) Schedule of Requirements
- vi) Details of service
- vii) Form of tender
- viii) Price schedules
- ix) Contract form
- x) Confidential business questionnaire form
- xi) Tender security form
- xii) Performance security form
- xiii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

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

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

## **2.12 Tender Security**

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

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



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

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

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

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30
  - or**
  - (ii) To furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The Envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE(day, date and time of closing),"

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Wednesday 07<sup>th</sup> November, 2018 AT 11.00AM.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

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

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at KCB Towers, 9<sup>th</sup> Floor, boardroom **Wednesday 07<sup>th</sup> November, 2018 AT 11.00AM** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

2.22.4 Pursuant to paragraph 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  
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
- (c) Shall not be debarred from participating in public procurement.

## **2.23. Contacting the procuring entity**

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

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

### **b) Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.



## **2.27 Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Instructions to tenderers Clause:	Particulars of appendix to instructions to tenderers
2.1.1	This tender is open to all eligible tenderers
2.2.2	The price to be charged for obtaining a bid document shall be Kshs 1,000/- 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.
2.12.1	Original tender security of Kenya shillings Fifty Thousand <b>(Kshs.50,000)</b> 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 <b>120 days</b> 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 of combined financial & technical proposal
2.15.1	Sealing and Marking of Tenders: bidders shall seal the tender document in one envelope marked with the tender number.
2.16.1	The closing date for this tender shall be <b>Wednesday 07<sup>th</sup> November, 2018 AT 11.00AM.</b>
2.18.1	Opening of Tenders: NCA shall open the tenders on <b>Wednesday 07<sup>th</sup> November, 2018 AT 11.00AM.</b>
2.24.3	<b><u>Award criteria</u></b> The lowest quoted bidder after achieving the minimum technical score of 75% shall be recommended for award.
2.30	Successful bidder will be required to provide Performance security equivalent to <b>10%</b> of the tender sum before signing of the contract.
	This project shall be implemented in a maximum period of 24 Months.

**EVALUATION CRITERIA**

**a) PRELIMINARY EVALUATION:**

<b>No.</b>	<b>REQUIREMENTS</b>	<b>COMPLIANCE</b>
1.	Copy of certificate of incorporation/registration	To fully comply
2.	Valid Tax Compliance Certificate	To fully comply
3.	Tender document properly bound and Paginated/serialized/ Numbered in the correct sequence and all pages including all attachments.	To fully comply
4.	Original tender security of Kenya shillings ( <b>Kshs.50,000</b> ) 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 <b>120 days</b> from the date of tender opening in the format provided in the tender document.	To fully comply
5.	Audited financial accounts for the last 3 years 2015, 2016 & 2017.	To fully comply
6.	Copy of CR 12 certificate	To fully comply
7.	Valid single business licence from county government 2018	To fully comply
8.	Evidence of physical registered office in for of lease agreement, water bill or electricity bill	To fully comply
9.	Dully <b>filled signed &amp; stamped</b> form of tender	To fully comply
10.	Dully <b>filled, signed &amp; stamped</b> price schedule form	To fully comply
11.	Dully <b>filled, signed &amp; stamped</b> confidential business questionnaire form	To fully comply
12.	Dully <b>filled, signed &amp; stamped</b> self-declaration form	To fully comply
13.	<b>Provide a WORK PLAN</b> on the project to be implemented in 2 phases, preferably over duration of 24 months. Bidders are required to articulate clearly how this will be achieved. The response <b>MUST</b> clearly document each phase with clear timelines i.e. Task, time and resource schedules.	To fully comply
<b>NOTE</b> – Bidders must meet all the above requirement in order to qualify to Technical Evaluation.		

**b – MANDATORY TECHNICAL**

**Response to Mandatory Technical Requirements:**

**NOTE** – *Bidders must give adequate responses to all mandatory technical requirements as detailed below in order to qualify for further technical evaluation.*

## **Provision Annual License Renewal, Support and Maintenance of the Web Based GIS, Construction Site Mapping System and Identification System.**

The Authority has implemented a Web Based GIS, Construction Site Mapping System and Identification System to register and manage all constructions, workers, contractors, subcontractors in the construction sector. The system is developed in Microsoft .Net framework with MS SQL Server 2014 RDBMS environment and integrated with contractor registration system, back office ERP, other regulatory agency systems such as EBK, BORAQs, CRM etc.

The Annual Support and Maintenance of the Web Based GIS, Construction Site Mapping System and Identification System shall include the following activities:

- a) Two-year support and maintenance payable upfront half yearly for all the modules listed above and renewable based on satisfactory performance as per SLA.
- b) The winning Bidder will be required to undertake preventive maintenance service to keep the Software in good working condition. The preventive maintenance will include the following:
  - i. Installation of Software patches and upgrades,
  - ii. Performance tuning,
  - iii. Inform the Authority on maintenance activities to be done as advised by the Manufacturer of the Software,
- c) The winning bidder will be required to undertake corrective maintenance whenever called upon by the Authority which will include among other enhancements:
  - i. Develop relevant work-flows for Road Work Projects
  - ii. Develop relevant work-flows for Changes in the Project related to Contractors and Consultants.
  - iii. Develop relevant work-flows for Renewal of Project Compliance Certificate at the end of pre-determined period
  - iv. Develop relevant work-flows for rejection of a project at the Approval Stage.
- d) The winning bidder will be required to ensure that maintenance personnel are readily available as and when required by the Authority

The Authority also requires additional enhancements to the existing system as follows:

**Technical Specifications:**

<b>Item</b>	<b>Software Support Requirement</b>	<b>Bidder's response (Yes/ No)</b>
<b>1</b>	The Bidder will be required to provide onsite support whenever required.	
<b>2</b>	The Bidder will be required to carry out preventive maintenance.	
<b>3</b>	The Bidder will be required to carry out Performance tuning on the system	
<b>4</b>	The bidder will be required to undertake corrective maintenance on the system in line with the support and maintenance plan	
<b>5</b>	The bidder must have a functional 24/7 contact center/ help desk where issues will be reported, logged, assigned to appropriate support personnel and tracked until closure.	
<b>6</b>	Harmonize renewal date for Microsoft SQL, Server, GIS licenses.	
<b>7</b>	The Successful Bidder shall Inform the Authority on:  <b>a)</b> The latest available support software component patches and undertake delivery and installation of the same.  <b>b)</b> End of sale and support of software components.	
<b>8</b>	The bidder shall be required to provide periodic reports on issues resolved and after every preventive maintenance exercise as per contract.	

**c) TECHNICAL EVALUATION: (100 marks)**

Bidders who will have passed Technical Evaluation (i.e. those that offered services which are compliant with the desired technical specifications) will have their financial proposals evaluated.

<b>2.</b>	<b>TECHNICAL EVALUATION OPERATIONS PERFORMANCE &amp; HUMAN RESOURCES</b>		<b>Max Score</b>	<b>Scores</b>
a)	Demonstrate understanding of the complete scope of the assignment and how the proposed solution will achieve the requirements of the Authority		4	4
b)	List of (5) current corporate clients and recommendation letters in client letter head (5 marks for each) for development and support of GIS, CIS, CSMS, IS projects		25	25
c)	Team Lead: Professional qualifications and experience	Project Management Certifications – (1mark)	1	10
		Degree in Computer Science/IT/GIS – (1 mark)	1	
		Experience in implementing at least 10 multimillion IT Projects (0.5 point for each project (maximum of 10 projects)	5	
		Experience in implementing projects of at least Kshs. 50M for the last 10 years (0.3 marks each year)	3	
d)	Professional qualifications and experience of five other technical personnel	<b>GIS Specialist</b>		9
		GIS Certifications (2 mark)	2	
		Degree in Computer Science/IT/GIS (2 marks).	2	
		5 Years working experience in a GIS environment. (1 Mark per year max 5years)	5	
		<b>Mapping System Specialist:</b>		4.5
		Professional: GIS Certifications, Programming Certification (1 mark)	1	
		Degree in Computer Science/IT/GIS(1 marks)	1	
		5 Years working experience in mapping Systems. (0.5 Mark per year max 5 years)	2.5	
		<b>Identification System Specialist:</b>		5.5
		Certification in Programming(1 mark)	1	
		Degree in Computer Science/IT/GIS(2 marks)	2	
		5 Years working experience in Identification systems. (0.5 Mark per year max 5years)	2.5	
			<b>Software Development and Integration Specialist</b>	

	Professional: Database Qualifications, Systems Development, Programming (1 mark)	1	
	Degree in Computer Science/IT(2 marks)	2	
	10 years' experience in systems development and integration. (0.5 Mark per year max 10 years)	5	
	<ul style="list-style-type: none"> <li>• <b>For professional and academic qualification certified copies of certificates by either Commissioner of Oaths, Notaries Public or Lawyers must be attached.</b></li> <li>• <b>For experience, attach CVs of proposed staff signed by the said staff with a commitment statement on availability for the Project.</b></li> </ul>		
e)	Financial capability: Liquidity ratio for the three financial years <ul style="list-style-type: none"> <li>• 2:1 ratio Max-3 points per year</li> <li>• 1: 1 ratio Max – 3 points</li> <li>• Less – 0 point</li> </ul>	9	9
f)	Firms Experience: 10 Years Relevant experience (1 mark for each year max 10). (Attach documentary evidence- LSO, contracts, project completion certificate).	10	25
	Relevant experience in 5 key areas (Software development and integration, GIS, Mapping Systems, Identification System, Mobile Application, Payments (Attach documentary evidence- sign-off reports for each project) (3 marks for each project to a max 15)	15	
	<b>TOTAL TECHNICAL</b>		<b>100</b>

**NOTE:**

The pass mark in Technical evaluation shall be 75%. Bidders who do not score 75% and above shall not proceed to Financial Evaluation.

**Financial Evaluation/ Award criteria**

The lowest quoted bidder after achieving the minimum technical score of 75% shall be recommended for award.

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CONTENTS**

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
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- 3.17 Applicable law
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## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### 3.2 Application

These General Conditions shall apply to the extent that they are not 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

### **3.5 Patent Right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- 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 IV SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract Reference.	Special conditions of contract
3.6	Performance security equivalent to <b>10%</b> of tender sum required from the successful bidder before signing the contract
3.8	Original tender security of Kenya shillings Fifty Thousand ( <b>Kshs. 50,000</b> ) 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.
3.8.1	<ul style="list-style-type: none"> <li>i. Payment for services shall be made in <b>Kenya Shillings</b> within thirty (30) days of presentation of claim supported by a certificate from the NCA declaring that all contracted Services have been performed.</li> <li>ii. Payment will be made annually after installation of annual license.</li> <li>iii. Support will be paid quarterly upon satisfactory approval by the project implementation committee.</li> </ul>
3.9	No price adjustments allowed
23.14	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered Institute of Arbitrators Kenya branch and any award given shall be final.
3.17	Laws of Kenya
3.18	<b>Executive Director</b> <b>National Construction Authority</b> <b>P.O Box 21046-00100</b> <b>Nairobi</b>
Other's as necessary	Refer to the list below:

## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
--------	-------------	----------	---



## **SECTION VII - STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Firm's Experience
4. Team composition and Task Assignment
5. Format of Curriculum Vitae (CV) for Proposed Professional Staff
6. Contract form
7. Confidential Business Questionnaire form
8. Self-declaration form
9. Anti-corruption declaration form
10. Tender security form
11. Performance security form
12. Bank guarantee for advance payment
13. Declaration form

# 1. FORM OF TENDER

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... [*insert numbers,*] the of which is hereby duly acknowledged, we, the undersigned, offer to provide.....[*description of services*] in conformity with the said tender documents for the sum of ..... [*total tender amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

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

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

## 2. PRICE SCHEDULE OF SERVICES

Name of Tenderer: \_\_\_\_\_ Tender Number \_\_\_\_\_

S. No.	Item	UNIT OF MEASURE	QTY	Unit Cost per year in Kshs.	Total Cost for 2 years in Kshs.
1.	License	LOT	1		
2.	Support for GIS, CSMS, IS and IS	LOT	1		
<b>TOTAL AMOUNT TO BE TRANSFERRED TO FOM OF TENDER ON PAGE 35</b>					

### NOTE;

- i. Payment for services shall be made in Kenya Shillings within thirty (30) days of presentation of claim supported by a certificate from the NCA declaring that all contracted Services have been performed.
- ii. Payment will be made annually after installation of annual license.
- iii. Support will be paid quarterly upon satisfactory approval by the project implementation committee.

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

Stamp: \_\_\_\_\_

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

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

#### 4. TEAM COMPOSITION AND TASK ASSIGNMENTS

##### 1. Technical/Managerial Staff

Name	Position	Task

##### 2. Support Staff

Name	Position	Task

## 5. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff:  
\_\_\_\_\_

Profession:  
\_\_\_\_\_

Date of Birth:  
\_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

### **Key Qualifications:**

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

### **Education:**

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

### **Employment Record:**

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

### **Certification:**

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

\_\_\_\_\_ Date:  
\_\_\_\_\_  
*[Signature of staff member]*  
\_\_\_\_\_ Date; \_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

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



## 6. CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20 \_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures ]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## 7. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 .....

# **SELF-DECLARATION FORM**

Date \_\_\_\_\_

To:

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

The tenderer i.e. (name and address) \_\_\_\_\_

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

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

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

*(Section 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 of Signatory.....

Title of Signatory .....

Official Stamp.....

## TENDER SECURITY FORM

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

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

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

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_ to

supply.....

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

*[amount of the guarantee in words and figures],*

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

.....

*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of 20

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[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 in an amount of [amount of guarantee in figures and words]. We,the .....

[bank or financial institution], 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 thereunder 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 and 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]

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

**SIGNED  
Board Secretary**