



**NATIONAL CONSTRUCTION  
AUTHORITY**

**PROVISION OF PRIVATE SECURITY SERVICES AT  
NCA REGIONAL OFFICES**

**TENDER NO. NCA/T/25/2019-2020**

**CLOSING WEDNESDAY 25<sup>TH</sup> MARCH, 2020 AT 11.00AM**

**MARCH 2020**

<b>TABLE OF CONTENTS</b>		<b>Page</b>
<b>INTRODUCTION .....</b>		<b>3</b>
<b>SECTION I</b>	<b>INVITATION TO TENDER.....</b>	<b>4</b>
<b>SECTION II</b>	<b>INSTRUCTIONS TO TENDERERS.....</b>	<b>6</b>
	<b>APPENDIX TO INSTRUCTIONS TO TENDERERS...</b>	<b>20</b>
<b>SECTION III</b>	<b>GENERAL CONDITIONS OF CONTRACT.....</b>	<b>23</b>
<b>SECTION IV</b>	<b>SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>29</b>
<b>SECTION V</b>	<b>SCHEDULE OF REQUIREMENTS.....</b>	<b>30</b>
<b>SECTION VI</b>	<b>TECHNICAL SPECIFICATIONS.....</b>	<b>33</b>
<b>SECTION VII</b>	<b>STANDARD FORMS.....</b>	<b>34</b>

## **INTRODUCTION**

The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, 2011, with the responsibility to oversee the construction industry and coordinate its development.

National Construction Authority hereinafter referred to as NCA wishes to invite bids from firms providing private security services.

## SECTION I – INVITATION TO TENDER

**Date: 10<sup>th</sup> March, 2020**

**Tender Ref No: NCA/T/25/2019-2020**

### **Tender Name: PROVISION OF PRIVATE SECURITY SERVICES AT NCA REGIONAL OFFICES**

- 1.1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, 2011, with the responsibility to oversee the construction industry and coordinate its development.
- 1.2 The **Authority** invites sealed bids from eligible candidates for the **Provision of Private Security Services at its Regional Offices for a period of One (1) Year.**
- 1.3 The bidders are encouraged to visit the sites on their own before bidding for provision of these services.
- 1.4 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 9<sup>th</sup> floor KCB Towers, 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.
- 1.5 A complete set of tender document 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 downloaded free of charge from the Authority website [www.nca.go.ke](http://www.nca.go.ke) and the Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke).
- 1.6 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).
- 1.7 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 email address [\*\*procurement@nca.go.ke\*\*](mailto:procurement@nca.go.ke).
- 1.8 Prices quoted should be net 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.
- 1.9 Bidders must sequentially number/paginate/serialize the tender document in all pages including all attachments.
- 1.10 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **9<sup>th</sup> floor, KCB Towers** or be addressed to:

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

so as to be received on or before **Wednesday, 25<sup>th</sup> March, 2020 at 11:00 am** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **NCA Boardroom on 9<sup>th</sup> Floor, KCB Towers, Nairobi.**

Manager Supply Chain  
**FOR: EXECUTIVE DIRECTOR**

## SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.		Page
2.1	Eligible Tenderers .....	6
2.2	Cost of tendering .....	6
2.3	Contents of tender documents .....	7
2.4	Clarification of Tender documents .....	7
2.5	Amendment of tender documents .....	7
2.6	Language of tenders .....	8
2.7	Documents comprising the tender .....	8
2.8	Form of tender .....	8
2.9	Tender prices .....	8
2.10	Tender currencies .....	8
2.11	Tenderers eligibility and qualifications .....	9
2.12	Tender security .....	9
2.13	Validity of tenders .....	10
2.14	Format and signing of tenders .....	10
2.15	Sealing and marking of tenders .....	10
2.16	Deadline for submission of tenders .....	11
2.17	Modification and withdrawal of tenders .....	11
2.18	Opening of tenders .....	11
2.19	Clarification of tenders .....	12
2.20	Preliminary Examination .....	12
2.21	Conversion to other currencies .....	12
2.22	Evaluation and comparison of tenders .....	13
2.23	Contacting NCA .....	14
2.24	Post-qualification .....	14
2.25	Notification of award .....	14
2.26	Signing of Contract .....	15
2.27	Performance security .....	15
2.28	Corrupt or fraudulent practices .....	15

## **2.1 Eligible Tenderers**

- 2.1.1. This Invitation to tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. NCA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by NCA 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 NCA, 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 NCA shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - i) Instructions to Tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form
  - xiii) Declaration form.
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not

substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify NCA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. NCA 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 NCA. 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. NCA 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, NCA, 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 NCA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

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 NCA 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 NCA'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 NCA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
  - a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.



- e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

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

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

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by NCA on the Tender Form; or

- (b) In the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.26

- or

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

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

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by NCA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NCA as non-responsive.

2.13.2 In exceptional circumstances, NCA 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

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

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

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

(b) Bear tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE Wednesday, 25<sup>th</sup> March, 2020 at 11:00 am**”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, NCA 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 NCA at the address specified under paragraph 2.15.1 (a) no later than **Wednesday, 25<sup>th</sup> March, 2020 at 11:00 am**

2.16.2 NCA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of NCA 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 NCA 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 NCA prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

2.17.6 NCA 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 NCA will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Wednesday, 25<sup>th</sup> March, 2020 at 11:00 am** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, NCA 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. NCA'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 NCA 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, NCA 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 NCA 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 NCA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

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

### **(a) *Operational Plan.***

NCA 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 NCA'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. NCA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

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

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

## **2.23. Contacting NCA**

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact NCA 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 NCA 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, NCA 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 NCA 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 NCA 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 2.26 NCA 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 NCA 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 NCA's action. If NCA determines that none of the Tenderers is responsive; NCA 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 NCA pursuant to clause 2.26. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, NCA 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 NCA notifies the successful tenderer that its tender has been accepted, NCA 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 NCA.
- 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 NCA, 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 NCA.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event NCA may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 NCA 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 NCA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Instructions to Tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to Tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Tenderers

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	Registered private security services providers.
2.10	Prices must be in Kenya Shillings only and it must be inclusive of all taxes
2.11	Firms registered in Kenya providing private security services
2.12	Bidders shall provide a tender security of <b>Kshs. 100,000.00</b> in form of unconditional bank guarantee from a <b>reputable bank</b> or qualifying insurance firms in Kenya and shall be valid for a period of One Hundred & Fifty ( <b>150</b> ) days from the date of tender opening.
2.13.1	The tender shall remain valid for a period of One hundred and Twenty Days ( <b>120</b> ) days from the date of opening.
2.14.1	<i>Bidders shall provide One (1) “ORIGINAL” copy of the tender document clearly Marked “Original” and One (1) copy clearly Marked “COPY” all placed in one envelope.</i>
2.16	Closing date shall be <b>Wednesday, 25<sup>th</sup> March, 2020 at 11:00 am</b>
2.24.3	The contract will be awarded to the lowest evaluated bidder.
2.24	As a post qualification requirement, the Procuring Entity’s representatives shall visit the lowest evaluated bidder’s premises to authenticate all technical requirements as listed in Section VI

### EVALUATION CRITERIA

- Preliminary Examination (**Mandatory**)
- Technical Evaluation – 100% (Pass Mark is 80%)
- Financial Evaluation – lowest evaluated bidder

**(1). PRELIMINARY REQUIREMENTS (MANDATORY)**

No.	Requirements
1.	Original Tender security of Kshs <b>100,000.00</b> in form of <b>unconditional bank guarantee</b> from a reputable bank in Kenya or any approved origin by PPRA valid up to <b>150</b> days from the date of tender opening.
2.	Copy of Valid Tax compliance Certificate
3.	Duly filled, signed and stamped form of tender.
4.	Duly filled, signed and stamped confidential business questionnaire
5.	Copy of Certificate of Incorporation/Registration
6.	Copy of valid Single Business Permit from County Government for 2020.
7.	<b>Certified</b> copy of registration as a member of Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) for the year 2020
8.	At least 10 years in provision of private security services in Kenya (attach annual membership certificates with Kenya Security Industry Association (KSIA) or Protective Security Industry Association ( <i>PSIA for the last ten years</i> ))
9.	A valid frequency license (not payment receipts) from Communication Authority of Kenya (CAK)
10.	Proof of compliance with prevailing labour laws in respect to minimum wage. (Attach a valid duly signed letter from the Labour office) (due diligence will be carried out to confirm this)
11.	Proof of remittance of statutory NHIF contributions. ( <i>Attach current compliance certificate</i> ) ( <i>due diligence will be carried out to confirm this</i> )
12.	Proof of remittance of statutory NSSF contributions. ( <i>Attach current compliance certificate</i> ). ( <i>due diligence will be carried out to confirm this</i> )
13.	Contractual liability insurance policy cover of not less than Kshs. 10,000,000/- per event per year. Attach a valid copy of contractual liability policy document
14.	Valid work injury benefit policy and group personal accident policy or Employers Liability policy
15.	Valid Employers Liability policy
16.	Provide Three years Financial Audit Reports (2018,2017,2016)
17.	Provide one original and copy of Tender document which <b>MUST</b> be paginated/serialized/Numbered on all pages including all attachments.

**NOTE:**

- a) The Authority shall conduct due diligence to determine authenticity of the documents submitted with the relevant institutions. In the event that any document is not authentic, the bidder shall be disqualified from further evaluation.
- b) Bidders must meet all the mandatory requirement to qualify for Technical evaluation.



<b>(2) TECHNICAL EVALUATION</b>			
<b>CRITERIA</b>	<b>METHOD OF EVALUATION</b>	<b>MAX. POINTS</b>	<b>BIDDER'S SCORE</b>
Firm's experience as shown by number of years in the industry	Firm's experience as shown by number of years in the Provision of Private Security Services, one (1) point for every year's experience – to a maximum (10 points) – attach any proof of job done LSO/Contract	10	
References	Four (4) <b>current contracts</b> with public entities (attach copies of contracts/LSO/completion certificate) Two ( 2) points for each max eight (8) points	20	
	Two (2) other corporate contracts handled in the last three years (attach copy of contract/ LSO/ completion certificate) Two (2) points for each – max four ( 4) points		
	Four (4) recommendation letters from the institutions listed above in client letter head written within the tendering period – Two (2) points for every letter, max eight ( 8) points		
Professional qualifications and experience of three technical personnel <b>(attach copies of certificates)</b>	Post-Secondary Educational qualifications (Minimum Diploma) – Two (2) points for each max. Six (6) points	18	
	Security training qualifications – Two (2) points for each max. Six (6) points		
	Relevant experience in security field– Half (0.5) point for every year's experience max – 2 points for each & max of Six (6) points for the three staff <i>(attach detailed CVs)</i>		
Technical capability (documentary evidence is mandatory)	Number of operational vehicles/motor cycles (one (1) points for each Max <b>9 points</b> <i>(attach Log book copies)</i> )	35	
	Number of vehicles mounted with mobile communication equipment (Two) points for each max <b>8 points</b> <i>(attach Communication Authority approval and copies of log books.</i>		
	VHF/ Radio communication Equipment connected to police network– Three (3) points		
	Control room manned by trained controllers able to communicate competently (Three (3) points)		
	Number of trained Dogs with treatment records (One (1) point for each. maximum six (6) points) – <i>(Attach copy of dogs medical cards)</i>		
	Availability of dog carrier wagon/ vehicle (3) points indicate from motor vehicle list		
	Availability of Trained Dog master, three (3) points) <i>(attach copy of training certificate)</i>		
Insurance	Valid Insurance policy for employees <i>(attach copy)</i>	5	
Guards strength	No. of guards – 1 point for every 10 guards max 6 points <i>(attach copies of NSSF or NHIF contribution certificates)</i>	6	
Financial capability	Liquidity ratio for the three financial years:	6	
	<ul style="list-style-type: none"> <li>• Greater than 2:1 (2 marks each up to a maximum of 6 marks)</li> </ul>		
	<ul style="list-style-type: none"> <li>• Equal to 2:1( 1 mark each)</li> </ul>		
	<ul style="list-style-type: none"> <li>• Less than 2:1( 0 mark)</li> </ul>		
	<b>Total</b>	<b>100</b>	<b>100%</b>

**NB:**

- **Cut off points for the technical evaluation shall be 80 marks and bidders who shall not have attained this mark shall not proceed to the next stage of the evaluation process.**

**NB: THE AUTHORITY MAY VISIT ANY BIDDER TO VERIFY INFORMATION GIVEN.**

### **3. FINANCIAL EVALUATION**

The Bidder who shall be determined as the **lowest evaluated bidder** shall be considered and recommended for award of the contract.

#### **Award**

National Construction Authority will enter into contract with the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest tender.

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

<b>TABLE OF CONTENTS</b>	<b>Page</b>
3.1 Definitions	21
3.2 Application	21
3.3 Standards	21
3.4 Use of contract documents and information	21
3.5 Patent Rights	21
3.6 Performance security	21
3.7 Inspections and tests	22
3.8 Payment	22
3.9 Prices	22
3.10 Assignment	23
3.11 Termination for default	23
3.12 Termination for insolvency	23
3.13 Termination for convenience	23
3.14 Resolution of disputes	23
3.15 Governing language	24
3.16 Force majeure	24
3.17 Applicable law	24
3.18 Notices	24

## **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 NCA 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 NCA under the Contract.
- d) “NCA” 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 NCA 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 NCA 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 NCA 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 NCA and shall be in the form of:

- a) Cash.
- b) A bank guarantee.

- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.
- e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

3.6.4 The performance security will be discharged by NCA 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 NCA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. NCA 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 NCA.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, NCA 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 NCA.

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 NCA'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 NCA's prior written consent.

### **3.10 Termination for Default**

NCA 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 NCA.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of NCA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event NCA 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 NCA for any excess costs for such similar services.

### **3.12 Termination of insolvency**

NCA 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 NCA.

### **3.13 Termination for convenience**

3.13.1 NCA 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 NCA 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 NCA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**3.17 Applicable Law.**

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

**3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	A performance security of 10% of the total contract price in the form of unconditional bank guarantee from a reputable bank will be required from the winning bidder.
3.8	Payment shall be made monthly and within thirty (30) days from the date of invoice attached with signed job cards or attendance sheets as proof of service delivery in each of the regional offices
3.9	Price adjustments shall not be allowed for the entire contract period
3.14	In case of a dispute between the purchaser and the supplier and in case of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17	Laws of Kenya
3.18	National Construction Authority, P.O Box 21046-00100, NAIROBI, GPO.



## SECTION V – SCHEDULE OF REQUIREMENTS

Listed are the no. of guards required in each Station:-

	<b>NCA Regional Offices</b>	<b>Day Guards</b>	<b>Night Guards</b>	<b>Total</b>
1	North Rift Regional Office - Eldoret	1	1	2
2	Liaison Office Kitale	1	1	2
3	Central Rift Regional Office - Nakuru	1	1	2
4	Liaison Office-Kericho	1	1	2
5	Liaison Office -Narok	1	1	2
6	Western Regional Office - Kakamega	1	1	2
7	Liaison office Bungoma	1	1	2
8	South Nyanza Regional Office - Kisii	1	1	2
9	Liasion Office- Migori	1	1	2
10	Central Nyanza Regional Office - Kisumu	1	1	2
11	Liaison Office- Homabay	1	1	2
12	Mt. Kenya Regional Office - Nyeri	1	1	2
13	Liaison Office Makuyu	1	1	2
14	Upper Eastern Regional Office - Isiolo	1	1	2
15	Lower Eastern Regional Office - Kitui	1	1	2
16	Liaison Office - Machakos	1	1	2
17	North Eastern Regional Office - Garissa	1	1	2
18	Liaison Office- Wajir	1	1	2
19	Coast Regional Office - Mombasa	1	1	2
20	Liaison Office -Voi	1	1	2
21	Liaison Office - Malindi	1	1	2
22	Regional office Embu	1	1	2
23	Liaison office- Meru	1	1	2
24	Kiambu	1	1	2
25	Kajiado Regional Office	1	1	2
26	Liaison office - Rongai	1	1	2
	<b>TOTAL NO. OF GUARDS</b>			<b>52</b>

## **SECTION VI TECHNICAL SPECIFICATIONS / DESCRIPTION OF SERVICES**

1. The firm shall provide Security services by deploying adequately trained and well-disciplined security personnel who shall safeguard the NCA site, buildings, moveable and immovable assets, equipment and other items from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises for a period of twelve (12) months.
2. The security personnel shall be deployed round the clock in shifts at the various locations to safeguard the premises for a period of twelve (12) months.
3. The firm shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
4. The firm shall maintain records of inward and outward movement of men, materials and vehicles, etc with proper check on the same as per instructions given from time to time by the administrator.
5. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
6. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.
  - **The service provider shall arrange for quarterly performance review meetings with NCA**

## **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 NCA 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 NCA 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 NCA 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 VII - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

8.1 **FORM OF TENDER**

Date \_\_\_\_\_

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

To: NCA \_\_\_\_\_  
[Name and Address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **PRIVATE SECURITY SERVICES AT NCA REGIONAL OFFICES** in conformity with the said tender documents for the sum of **Ksh.** .....

(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 supply the goods 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 \_\_\_\_\_

## PRICE SCHEDULE OF SERVICES

Name of Tender: Provision of security services at NCA Regional offices

Tender Number: NCA/T/25/2019-2020

S/No.	NCA Regional Offices	Quantity	Unit Cost per Guard per month (Kshs)	Total Cost Per month (Kshs)	Total cost for 12 months (Ksh.)
1.	North Rift Regional Office - Eldoret	2			
2.	Liaison Office Kitale	2			
3.	Central Rift Regional Office - Nakuru	2			
4.	Liaison Office-Kericho	2			
5.	Liaison Office –Narok	2			
6.	Western Regional Office - Kakamega	2			
7.	Liaison office Bungoma	2			
8.	South Nyanza Regional Office - Kisii	2			
9.	Liaison Office- Migori	2			
10.	Central Nyanza Regional Office - Kisumu	2			
11.	Liaison Office- Homabay	2			
12.	Mt. Kenya Regional Office - Nyeri	2			
13.	Liaison Office Makuyu	2			
14.	Upper Eastern Regional Office - Isiolo	2			
15.	Lower Eastern Regional Office - Kitui	2			
16.	Liaison Office – Machakos	2			
17.	North Eastern Regional Office - Garissa	2			
18.	Liaison Office- Wajir	2			
19.	Coast Regional Office - Mombasa	2			
20.	Regional office Embu	2			
21.	Liaison office- Meru	2			

22.	Liaison Office – Voi	2			
23	Liaison Office – Malindi	2			
24	Kiambu Regional Office	2			
25	Kajiado Regional Office	2			
26	Liaison office – Rongai	2			
	<b>TOTAL TENDER SUM</b> <i>(To be transferred to the form of tender)</i>				

***N/B – The total no. of guards required is 52***

**NOTE:**

1. Bidders must quote for all regions as the contract will be awarded to the lowest responsive bidder overall.
2. The total tender sum quoted above shall be the tender price for a period of twelve (12) months.
3. Any additional guards shall be at the same rate provided in the region

Name of Tenderer \_\_\_\_\_

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

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

## CONTRACT FORM

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

WHEREAS NCA 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) NCA’s Notification of Award.
3. In consideration of the payments to be made by NCA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with NCA to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. NCA 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 NCA)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_.



**7.2 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 ..... (Attach letter from the bank)				
<b>Part 2 (a) – Sole Proprietor</b>				
Your name in full .....		Age .....		
Nationality .....		Country of origin .....		
• Citizenship detail .....				
<b>Part 2 (b) Partnership</b>				
Given details of partners as follows:				
Name	Nationality	Citizenship Details	Shares	
1. ....	.....	.....	.....	
2. ....	.....	.....	.....	
3. ....	.....	.....	.....	
4. ....	.....	.....	.....	
<b>Part 2 (c) – Registered Company</b>				
Private or Public .....				
State the nominal and issued capital of company-				
Nominal Kshs. ....				
Issued Kshs. ....				
Given details of all directors as follows				
Name	Nationality	Citizenship Details	Shares	
1.....	.....	.....	.....	
2.....	.....	.....	.....	
3.....	.....	.....	.....	
4.....	.....	.....	.....	
5.....	.....	.....	.....	
( Attach certificate of incorporation)				
Date ..... Seal/Signature of Candidate .....				

**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 COMITMENT/ PLEDGE**

*(Section 62 & of the PPAD 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 “NCA”) 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 bidder refuses to accept the correction of errors in its bid; or
- 3. If the tenderer, having been notified of the acceptance of its Tender by NCA 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 NCA up to the above amount upon receipt of its first written demand, without NCA having to substantiate its demand, provided that in its demand NCA 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]

**PERFORMANCE SECURITY FORM**

To: .....

[name of NCA]

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]*

**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 NCA 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 NCA 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 NCA 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 EXECUTIVE DIRECTOR