SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF AUDIT MANAGEMENT SOFTWARE

TENDER NO. NCA/T/37/2019-2020

CLOSING ON: WEDNESDAY 24TH JUNE, 2020 AT 11.00AM

JUNE, 2020
SECTION I - INVITATION FOR TENDER

Date: 09th June, 2020
TENDER No. NCA/T/37/2019-2020
TENDER NAME: SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF AUDIT MANAGEMENT SOFTWARE

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

1.2 The Authority invites sealed bids from interested candidates for Supply, delivery, Installation & Commissioning of Audit Management Software as per the terms of reference.

1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Office, situated at the National Construction Authority Headquarters on 9th Floor KCB towers, Upper Hill during normal working hours.

1.4 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs.1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to National Construction Authority or deposited in NCA’s KCB account 1136368019 Milimani Branch.

1.5 The document may also be downloaded free of charge from the Public Procurement Information Portal www.tenders.go.ke and/ or the National Construction Authority’s website; www.nca.go.ke.

1.6 Bidders who download the tender document must arrange to register with NCA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be through the email address procurement@nca.go.ke.

1.7 All bids must be accompanied by original 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.

1.8 Prices quoted should be net inclusive of all taxes and delivery (where applicable) must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for a period of 120 days from the closing date of the tender.

1.9 Bidders must sequentially number/paginate/serialize the tender document in all pages including all attachments.

1.10 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at 9th floor, KCB Towers or be addressed to:

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

so as to be received on or before Wednesday 24th June, 2020 at 11.00a.m.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NCA Boardroom on 9th Floor, KCB towers, Nairobi.

Manager Supply Chain
FOR: EXECUTIVE DIRECTOR
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION I</td>
<td>INVITATION TO TENDER</td>
<td>1</td>
</tr>
<tr>
<td>SECTION II</td>
<td>INSTRUCTIONS TO TENDERERS</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>APPENDIX TO INSTITUTIONS TO TENDER</td>
<td>14</td>
</tr>
<tr>
<td>SECTION III</td>
<td>GENERAL CONDITIONS OF CONTRACT</td>
<td>16</td>
</tr>
<tr>
<td>SECTION IV</td>
<td>SPECIAL CONDITIONS OF CONTRACT</td>
<td>21</td>
</tr>
<tr>
<td>SECTION VI</td>
<td>TERMS OF REFERENCES (TOR)</td>
<td>22</td>
</tr>
<tr>
<td>SECTION VI</td>
<td>STANDARD FORMS</td>
<td>29</td>
</tr>
</tbody>
</table>
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Eligible Tenderers</td>
<td>4</td>
</tr>
<tr>
<td>2.2 Cost of tendering</td>
<td>4</td>
</tr>
<tr>
<td>2.3 Contents of tender documents</td>
<td>4</td>
</tr>
<tr>
<td>2.4 Clarification of Tender documents</td>
<td>5</td>
</tr>
<tr>
<td>2.5 Amendment of tender documents</td>
<td>5</td>
</tr>
<tr>
<td>2.6 Language of tenders</td>
<td>5</td>
</tr>
<tr>
<td>2.7 Documents comprising the tender</td>
<td>5</td>
</tr>
<tr>
<td>2.8 Form of tender</td>
<td>6</td>
</tr>
<tr>
<td>2.9 Tender prices</td>
<td>6</td>
</tr>
<tr>
<td>2.10 Tender currencies</td>
<td>6</td>
</tr>
<tr>
<td>2.11 Tenderers eligibility and qualifications</td>
<td>6</td>
</tr>
<tr>
<td>2.12 Tender security</td>
<td>6</td>
</tr>
<tr>
<td>2.13 Validity of tenders</td>
<td>7</td>
</tr>
<tr>
<td>2.14 Format and signing of tenders</td>
<td>7</td>
</tr>
<tr>
<td>2.15 Sealing and marking of tenders</td>
<td>8</td>
</tr>
<tr>
<td>2.16 Deadline for submission of tenders</td>
<td>8</td>
</tr>
<tr>
<td>2.17 Modification and withdrawal of tenders</td>
<td>8</td>
</tr>
<tr>
<td>2.18 Opening of tenders</td>
<td>9</td>
</tr>
<tr>
<td>2.19 Clarification of tenders</td>
<td>9</td>
</tr>
<tr>
<td>2.20 Preliminary Examination</td>
<td>9</td>
</tr>
<tr>
<td>2.21 Conversion to other currencies</td>
<td>10</td>
</tr>
<tr>
<td>2.22 Evaluation and comparison of tenders</td>
<td>10</td>
</tr>
<tr>
<td>2.23 Contacting the procuring entity</td>
<td>11</td>
</tr>
<tr>
<td>2.24 Award criteria</td>
<td>11</td>
</tr>
<tr>
<td>2.25 Notification of award</td>
<td>12</td>
</tr>
<tr>
<td>2.26 Signing of Contract</td>
<td>12</td>
</tr>
<tr>
<td>2.27 Performance security</td>
<td>13</td>
</tr>
<tr>
<td>2.28 Corrupt or fraudulent practices</td>
<td>13</td>
</tr>
</tbody>
</table>
SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.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
ii) General Conditions of Contract
iii) Special Conditions of Contract
iv) Schedule of Requirements
v) Details of service
vi) Form of tender
vii) Price schedules
viii) Contract form
ix) Confidential business questionnaire form
x) Tender security form
xi) Performance security form
xii) Principal’s or manufacturers authorization form
xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

2.12.3 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 24th June, 2020 at 11.00a.m.

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

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

2.17 Modification and withdrawal of tenders

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

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

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

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

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at Wednesday 24th June, 2020 at 11.00a.m and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.
2.18.3 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19 Clarification of tenders

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

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

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

2.20 Preliminary Examination and Responsiveness

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

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

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

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

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

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

2.22 Evaluation and comparison of tenders.

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

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

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

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

2.22.4 Pursuant to paragraph 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 nonresponsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.
2.23 Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

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

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

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
2.25.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

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

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

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

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

<table>
<thead>
<tr>
<th>Instructions to tenderers</th>
<th>Particulars of appendix to instructions to tenderers</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Eligible service providers</td>
</tr>
<tr>
<td>2.10</td>
<td>Kenya Shillings</td>
</tr>
<tr>
<td>2.11</td>
<td>Particulars of eligibility and qualifications documents of evidence required</td>
</tr>
<tr>
<td>2.12</td>
<td>Ksh.50,000</td>
</tr>
<tr>
<td>2.24</td>
<td>Particulars of post – qualification if applicable</td>
</tr>
<tr>
<td>2.27</td>
<td>Performance security equivalent to 10% of the tender sum required Within 14 days of the receipt of notification of award in form of unconditional bank guarantee</td>
</tr>
</tbody>
</table>
SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

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

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

3.5 Performance Security
3.5.1 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.

3.5.2 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.

3.5.3 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.

3.5.4 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.

3.6 Inspections and Tests

3.6.1 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.

3.6.2 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.

3.6.3 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.

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

3.7 Payment

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

3.8 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.

3.9 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.

3.11 Termination of insolvency
The procuring entity may at 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.

3.12 Termination for convenience
3.12.1 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.

3.12.1 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.

3.13 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.

3.14 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.

3.15 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.

3.16 Applicable Law.
The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.
3.17 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.

<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.5</td>
<td>Performance security equivalent to 10% of tender sum required in form of unconditional bank guarantee</td>
</tr>
<tr>
<td>3.5.3</td>
<td>A bank guarantee, Such insurance guarantee as approved by the PPRA or Letter of credit.</td>
</tr>
<tr>
<td>3.8</td>
<td>No price adjustments allowed</td>
</tr>
<tr>
<td>3.13</td>
<td>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</td>
</tr>
<tr>
<td>3.16</td>
<td>Laws of Kenya</td>
</tr>
<tr>
<td>3.17</td>
<td>Executive Director National Construction Authority P.O Box 21046-00100 Nairobi</td>
</tr>
</tbody>
</table>
AUDIT MANAGEMENT SOFTWARE

TERMS OF REFERENCE

Audit Management Software - Minimum Technical Specifications

A: Description of Services

1.0 Product Requirements
1.1 Product requirements are divided into three main categories:

   A. Functional requirements
   B. Vendor requirements
   C. Technical requirements

Each of the main categories is divided into sub-categories as detailed in the next few sections. Requirements are grouped as mandatory or optional.

For functional requirements, vendors should list the name of the product and the name of the specific feature within the product that satisfies the requirement mentioned. If satisfying the requirement entails product customization or configuration, this should be specifically mentioned. This Document assumes that the vendor already has a product or a suite of products that, with appropriate customizations or configurations, will meet the requirements mentioned.

A. Functional Requirements

1. Audit Planning/Risk Assessment/Resource Allocation

1. Audit Planning, Client/Project Initial Set-Up and Access Management

   This function will assist the auditor to organize the auditing process with input from the risk universe. It is mandatory that proposed software be capable of and have the ability to perform the following:

   i. Must have capability to automatically create individual audit plan directly from the Annual Audit plan on a web based mode.
ii. Must have capability to export the individual audit plan to communication applications like the Lotus notes and Microsoft Outlook.

iii. Must have capability to capture planned time for each audit staff.

iv. Must have capability to have input from the risk assessment process.

v. Must have capability to include the audit program in the plan.

vi. Must have ability to tag working-papers and supporting files at various levels of sensitivity/confidentiality.

vii. Must have ability to quickly export all work papers and supporting files that meet certain parameters. The objective is to simplify public records request responses. The software should be capable of and able to demonstrate the ability to:

   • Set-up software for a new engagement with a project
   • Changing of access rights for an existing user.
   • Transfer of responsibilities and task from one existing user to another.
   • Deletion of access rights of a user or group of users to both the system and specified files/databases.
   • Create a client from an existing template.

2. Risk Assessment, Governance, Risk & Compliance (GRC)

Risk Assessment includes the evaluation of the process of Risk Identification, Risk Analysis, Risk Management, and Risk Response. Risk Assessment function should allow the auditor to decide what works best as he/she designs and reports on risk assessment. Further, this functionality should assist the auditor to create risk assessments that are compatible to known auditing standards.

3. Modeling

i. It is mandatory that proposed software be capable of and have the ability to perform the following:

   • Creation and use visual techniques to track relative risk levels, trends over time, etc. *(Dashboard will be appropriate for this task)*
   • Generation of customized reports based on risk assessment data and results.
   • Availability of separate Risk Assessment module to carry out enterprise risk assessment.

ii. The software should also be capable of and able to demonstrate the ability for:

   • Storage and retrieval of risk assessment results
• Definition and measurement (e.g. quantification on user-defined scales) of an individual business or control risk, and documentation and archiving in the system.
• Linkage of individual risks to client agency, business processes, risk controls, etc.
• Use of surveys (either imported or system-created) to collect data for use in assessing risks.

4. **Assessment**

It is mandatory that proposed software be capable of and have the ability to perform the following:

• Creation and use of Dashboards or other visual tools to analyze the relative significance and likelihood of multiple identified risks.
• Storage and retrieval/use of common risk definitions and measures in the performance of a function-level risk assessment.
• Must have capability to automatically value the risk rating of business processes from the audit universe.
• Must have capability to assign value for each risk factor for risk rating.
• Must have capability to capture user defined parameters to reflect materiality during risk assessments.
• Must have capability for user/departments to carry out self-assessments of risks on a web-based mode.
• Linkage of risks to related definitions, controls, measures, etc. elsewhere in the database or system.
• Aggregation and/or comparison of risk indicators or quantified risk measurement data from different business units, regional locations, etc., for one or more individual risks.
• Capability to automatically generate report based on the risk rating of projects, including graphical heat maps with all departments plotted.

5. **Response / Remediation**

It is mandatory that proposed software be capable of and have the ability to perform the following:

• Creation or use of monitoring tools and techniques to establish accountability and monitor progress in remediating any reported/recorded control gaps or deficiencies.
• Storage and retrieval of standardized risk control process and procedure descriptions in the database/system.
- Must have capability to automatically generate report based on the risk rating of projects, including Dashboards with all departments plotted.
- Creation and storage of client-specific risk control descriptions/documentation in the database/system.
- Linkage of risk control descriptions/documentation to risk and process information stored elsewhere in the database/system.
- Creation of an action plan to remedy any observed control gaps or deficiencies.


Project / Work Flow Management includes Resource Planning / Availability, Time Reporting and Billing, Audit Management, and Communication. It is mandatory that proposed software be capable of and have the ability to perform the following:

- Must have capability to Track Actual Time spent in each phase of the audit that allows for reporting of specific audits performed by individual auditors, projects, etc.
- Must have capability to report actual audit time vs. non-audit time, and comparison to budgeted time.
- It is mandatory that proposed software be capable of and have the ability to perform the following:

  i. Creation/ Storage/ Retrieval as it pertains to:

     a) Time and expense budgeting capabilities.
     b) Time and expense reporting capabilities.
     c) Billing.

  ii. Monitoring of status of tasks by person and/or work team. Must have capability to generate administrative reports by auditor, project, completed projects, projects in progress, etc.

  iii. Creation/ Storage/ Retrieval as it pertains to:

     a) Audit plans
     b) Schedules/timelines.
     c) Project team role and authority matrixes.
     d) Resource and capacity planning and reporting capabilities.
     e) Project open/action items.

  iv. Assignment of tasks through the system as it pertains to:

     a) Assignment to multiple personnel simultaneously, with acceptance by all the parties before continuing.
b) Escalation of tasks based on elapsed time.
c) Alerts to process owners when deadlines are not being met.
d) Indicator that a user is out of the office, with automatic workflow rerouting.

v. Management of process for reviewing completed work (Quality Assurance).
vi. Must have capability to approve staff auditors’ hours online.
vii. Internal communication/messaging with/among team members (all, or based on assigned roles).
viii. External communication of status etc. with persons outside the system (i.e. who do not have assigned roles in or access to the system, via e-mail) and integration or interfacing with messaging providers.
ix. Scheduling/communicating of events (e.g. meetings) - interface with calendaring systems/applications.
x. Creation of reports from various project management information within the system by phase, by person, by location, etc. as it pertains to:
   a) Detail task completion status by project, by person, by client, by team/unit, etc.
   b) Open issues status.
   c) Budget status.
   d) Milestone status.

xi. Must have capability to prohibit/restrict time entries after specific audit project closeout.
xii. Must have inbuilt Audit programmes which can be customized to suit auditor’s specific assignments.
xiii. Capability to generate administrative reports by auditor, project, completed projects, projects in progress, etc.

7. Audit Execution:

This function enables the actual audit process. The software must have capability to access the audit procedures captured in the audit program to conduct the audit. It is mandatory that proposed software be capable of and have the ability to perform the following:

i. Must have capability to add additional audit steps (procedures) to the audit program at any time during the course of the audit.

ii. Must enable the audit Manager to approve the audit program and any subsequent changes.

iii. Must have capability to send and file the letter of notification to auditees for audit commencement.

iv. Must have capability to record the audit observations and findings.
v. Must have capability to automatically link the findings to supporting documents and audit procedures.

vi. Must have capability to assign risk severity level to each finding.
vii. Must have capability to analyze causes of findings and record the facts.
viii. Must have capability to access the audit procedures captured in the audit program to conduct the audit.

ix. Must have capability to capture audit procedures to carry out substantive or validation audit tests.

x. Must have capability to record multiple recommendations for each audit observations and findings.

xi. Must have capability to capture audit conclusions and recommendations.

xii. Must have capability to work seamlessly both on online and offline modes.

xiii. Must have capability to store and retrieve audit programs, templates and repetitive findings in a mobile database.

xiv. Must have capability to provide best practice audit programs for all areas of audit, including specialized areas like IT audits, Registration & compliance, Research & Capacity Building, Audits etc.

8. Audit Scheduling, Audit Assessment and Audit Monitoring

Audit Assessment and Audits Monitoring includes Internal Control Evaluation, Automated Work Papers, and a Document Repository. It is mandatory that proposed software be capable of and have the ability to perform the following:

i. Creation and storage of documentation of audit or other project procedures performed, both “freeform” and using standardized templates.

ii. Ability to create, modify and/or import a project plan/audit program from the system or external source.

iii. Ability to access and import client information via the internet, for use in performing various control tests and other procedures.

iv. Aggregation of results of multiple audit procedures performed.

v. Aggregation of results from same procedure performed in different client locations or units

vi. Aggregation of results with specified outcomes (e.g. exceptions only)

vii. Creation and storage of recommendations for changes in client processes, risk control procedures, etc.

viii. Maintenance and use of a library of standardized recommendations.

ix. Monitoring the status of control recommendations to client, and related action plans.
9. Administration

The tool must be capable of management of resources (human and otherwise) in terms of skills, utilization, roles qualifications and specifications.

i. Must have capability to capture audit staff profile like education, work experience, skills, Certifications, etc.

ii. Must have capability to enable supervisors complete auditor performance evaluation for specific audit assignment/project.

iii. Must have capability to determine automatically when a specific project was last audited and the auditor performing the audit.

iv. Requires minimum administrative support to maintain the system.

v. Periodical reporting on audits done, including the work in progress and integration with the audit follow-up reports.

10. Audit Documentation through Electronic Working Papers:

The auditor needs to quickly find information that will facilitate audit review and documentation process such as work programmes, audit steps, record of work done, attached working papers, edit history, sign offs e.t.c. The tool provided must support these functionalities as listed below:

- i. Must have capability to create working paper indexing as per main phases and sub items of the Audit processes like planning, Audit program, Field work, Prior year audit issues follow up, Audit reporting, follow up and sub items within them.

ii. Must have capability to link or embed into the software any externally generated documents.

iii. Must have capability of applying standard tickmarks to working papers and scanned documents and these tickmarks should be customizable to suite the office agreed standard tickmarks (by definition and colour - brown).

iv. Capability to create an offline copy, and another tier 2 copy of the offline copy enabling teams to work when the local area network is down.

v. Must have capability to support of hot links to specific SAP, AIS, MS Word, MS Excel, PDF, scanned images, and flow charts documents from audit work papers.

vi. Must have capability to capture exceptions by category, criteria, observation, risk, recommendation e.t.c

vii. Must have capability to write supervisory review notes with links to targeted work papers and specific staff.
viii. Secure electronic sign-off for audit steps, file attachments, and review notes.
ix. Must have capability to secure different levels of signoff (i.e. Reviewer 1, Reviewer 2, etc).
x. Must have capability to document findings directly in the database, and automatically link to supporting working papers and audit procedures.
xi. Must have capability to print completed working papers including audit programs and review notes.

11. **Audit Reporting**

Auditors are expected to produce both high level and detailed reports in the course of auditing. The reporting feature must, therefore, support wide range filtering facility, e.g. by role, assignment status, date, location, risk rating, finding category, exception reports etc.

i. Must have capability to automatically generate audit report in agreed format taking into consideration the categories, observations, risk/implication, conclusions and recommendations captured in fieldwork.

ii. Must have capability to customize audit report formats at any time for future requirement changes.

iii. Must have capability to maintain track changes of supervisory reviews of the report.

iv. Must have capability to automatically send the draft reports to the Auditee for their comment.

v. Must have capability to automatically import/process Auditee comments from the draft reports, to the working papers.

vi. Must have capability to issue the final report to the authorized person for the approval.

vii. Generation of custom and standard reports.

viii. Hierarchical reporting capability that customizes the nature and extent of information in the report based on the stakeholder groups.

12. **Follow-up:**

The tool to be procured is expected to Track and monitor audit cases and:

i. Must have capability to automatically capture the audit recommendations from the audit report.

ii. Must have capability to enable auditees to access (web based mode) and capture the actions taken by themselves for findings addressed to them.
iii. Must have capability to generate reports of open items (findings not resolved, partially resolved, resolved), repeated findings, statistical summaries, etc.

iv. Must have capability to track and automatically follow up all pending findings, on a web based mode and through sending out e-mails

v. Must have capability to search open audit findings per Audit project based on user defined parameters.

vi. Must have capability to track and follow up multiple management responses and by addressees.

13. Process Flow
The software should be capable of and able to demonstrate the following:

i. Creation of business process flows.

ii. Storage of common business process models in the system and importation of them into a specific client database.

iii. Importation of business process models from external sources (e.g. client source, a website, etc.) into the system.

iv. Customization of common business process models within a client database to fit industry and client circumstances.


vi. Linkage of individual risks to business processes (1:1 and 1: many).

14. Client and 3rd Party Connectivity
It is mandatory that proposed software be capable of and have the ability to perform the following:

i. System should be web-based and thus accessible from any place.

ii. User access based on roles and different levels of authorizations.

iii. Linkage to other internet-based resources.

iv. Interfacing with current systems at the authority i.e. SharePoint based (RCIS), OPRS and ERP.

v. Creation of API’s for connection with other systems that maybe procured by the Authority.

vi. System should allow uploading/importing of 3rd party data via approved formats i.e. Excel or CVS where necessary.
15. Portfolio Management and Communication
It is mandatory that proposed software be capable of and have the ability to perform the following:
   i. Creation and use of customized "dashboards" that monitor various engagement and project status elements, preferably in a way that highlights exception conditions (both user-specific and role-specific).
   ii. Ability to "drill down" from dashboards or similar high-level portfolio views and tools to directly access detail documents and data underlying the dashboard information.
   iii. Creation/storage/retrieval of a standardized client profile and other engagement management documents or tools (e.g. engagement letters/contracts, client expectations agreements, responsibility matrixes, etc.).

16. Survey and Assessment Technology
The software should optionally be capable of and able to demonstrate the following:
   i. Possess technology to send surveys to auditees, obtains comments, and summarize results.
   ii. Ability to capture control effectiveness assessment and any evaluated control gaps or deficiencies observed.
   iii. Possess necessary functionality to facilitate Control Self-Assessment.
   iv. Capability to conduct customer satisfaction surveys and other critical surveys with various stakeholders.
   v. Capability to run on smart devices like Tablets, and other smart devices.
   vi. Capability to create dashboards to provide summarized audit data for management and the audit committee.
   vii. Capability to publish surveys/questionnaires online via a web application to auditees
   viii. Capability to run dashboards on smart devices like smartphones and tablets.

17. Optional Capabilities
Ability to exchange information with OPRS (Online Project Management System) and RCIS (SharePoint based Systems) that are currently being ran by the Authority.
B. VENDOR REQUIREMENTS

The Vendor must adhere to the Scope of Work and conform to:
Implementation, Training and Support Services (project management, analysis and design, configuration and any necessary customization, testing and deployment); Training and support, which includes maintenance. The vendor must provide a workplan and schedule that addresses the scope of work as described below. The work plan must include the required tasks, deliverables and milestones for the project.

1. **Implementation Services (as defined above)**

   The vendor must disclose the following:
   - Description of implementation services provided
   - Description of the extent to which the product can be customized to user specifications for the user interface and functionality of the product. The impact of customization on the ability to upgrade (and the ease of doing so)

2. **Support Services**

   The vendor must disclose the following:
   - Support options available to customers and their associated pricing models
   - Describe support coverage, support mechanism (phone, email, website etc.) and average response times of support incidents.

3. **Implementation, Training & Knowledge transfer**

   The vendor is required to install, configure and implement the solution offered to the Authority servers and client machines. Further, the vendor will train the client’s staff on the use of the tool. The training is expected to equip the client’s staff with knowledge that will enable them to use the tool with ease and provide training for those who will be joining in later. The knowledge transfer is expected to enable the Authority Support Team to be able to offer Operational and Technical Support to other Authority users and escalate unresolved issues to the vendor Operational/Technical Support Team. In particular, the vendor should prepare cost to cover the following two key areas:

   a) AMS Installation, Configuration, Testing and Implementation
   b) Prepare and cost a two weeks training schedule for 10 staff members (Training of Trainers).

   The Vendor will be required to provide personnel to install and configure their software in all training sessions. Training should include end user training, train-the-trainer training, and systems administrator training. The vendor must disclose the following:

   i. Describe skills and training needed by Audit Management Software Trainers, System Administrators and IT Operation and Technical Support teams.
ii. Detail training and system documentation that will be provided as part of the training

iii. The qualifications and competencies of Vendor Support Team should include:

   a) Project Director must have a minimum of 10 years’ experience on the project oversight of the actual audit software being proposed, with a minimum qualification of first degree. Professional qualification in Accounting/Auditing will be an added advantage.

   b) Project Manager 1 must have a minimum of 5 years’ experience on the project management of the actual audit software being proposed.

   c) Project Manager 2 must have a minimum of 3 years’ experience on implementation of the actual audit software being proposed with experience in the public sector.

   d) Lead Trainer must be experienced in training of the actual audit software being proposed with a minimum experience of 2 years.
C: TECHNICAL REQUIREMENTS

1. Basic Platform
   i. Audit Management Software (AMS) should run or built on Oracle 10G or higher Database Release 10.2 or higher on a Susi Linux Enterprise Server Platform Release 10 or Microsoft server 2012 Server or higher.
   ii. The system should be database-driven and should be based on relational database structure.
   iii. It should be compatible with other products such as data extraction/analysis software like, ACL, MS word, Excel, scanning/imaging software.
   iv. System should be web-based.
   v. Capability to work as a standalone or connected to the network.
   vi. Capability to assign multiple responsibilities.
   vii. Capability to have enhanced access control across all the modules.
   viii. Capability to compress and encrypt data automatically to enhance confidentiality.
   ix. Capability to provide one software license covering risk assessment, audit planning, electronic working papers and audit report/issues tracking.
   x. Capability to run on smart devices like smartphones and tablets.

2. Compatibility and Connectivity
The Vendor must disclose the following:
   i. What Internet browsers will allow ready access to your system?
   ii. Can the system/databases be accessed anytime, from anywhere?
   iii. What response times can be delivered via the Internet? Base your response on standard VPN connectivity.
   iv. Does the system support working with databases offline/disconnected?
   v. Are any of the system features (e.g. work flow) usable with PDA technology and devices?

3. Security and Access Control
The Vendor must disclose the following:
   i. Can access rights be defined at the file and/or document level within a database?
   ii. Are unauthorized access attempts logged and reported?
   iii. Audit logs to trace each user access and approvals.
   iv. Is the product compatible/proven to work with "single sign-on" technologies?
v. Describe the process for defining and allowing user access to new system users (including who controls, ability to define specific roles and differential access rights, lead time required, notifications, etc.).

vi. Can access rights be changed or reassigned easily and quickly (e.g. in the event of changes in engagement team staffing or assignments, client personnel changes)?

vii. If your product/solution involves a service you host, describe the system and database security measures that you employ (e.g. backup provisions etc.). This is for informational purposes only.

viii. The Authority will not be procuring this software if it is using a hosted solution model.

ix. Describe the methods for ensuring the security, confidentiality and integrity of individual client engagement databases.

4. After sales support

Support should include the following:

i. The Vendor should demonstrate Availability of Local Support based in Kenya - (list firm, Attach CV of the team leader who will provide the local support and current location of the premise)

ii. Specify availability of 24x7 user/technical support

iii. Specify availability of Technical support via phone

iv. Specify availability of Technical support via e-mail

5. Vendor experience and reference sites

The vendor must provide at least 3 references where this service has been offered in the last five years. The list should preferably include public sector clients.

6. Licensing

i. Cost

The Authority is targeting to initially procure between 5-10 licenses. Therefore, the AMS one time cost, license renewal cost, e.t.c should be analyzed in a table as shown below:
<table>
<thead>
<tr>
<th>No.</th>
<th>Number of Licenses</th>
<th>One time cost</th>
<th>License Renewal/Maintenance fee per year</th>
<th>Training of 8 staff</th>
<th>Any other costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0 – 10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ii. Cloning**

The vendor should indicate whether the licensing model covers named users and clone users and describe how they work.
**SECTION VII - EVALUATION CRITERIA**

Evaluation of duly submitted tenders will be conducted along the following three main stages:

1. **PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)** Bidder expected to provide the listed documents and fill in the forms as provided.

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Yes/ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Copy of certificate of incorporation/Registration</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Copy of current valid tax compliance certificate</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Original bid security of Ksh.50,000 valid for 150 days from date of tender opening</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Duly filled, signed and stamped form of tender</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>A valid Single business permit from County Government for 2020</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>A valid registration certificate from ICT Authority</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>A copy of CR12 for limited company and Sole proprietor/ Partnership companies to provide copies of directors ID</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Dully filled, signed and stamped Confidential Business Questionnaire</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Duly filled, signed and stamped Self declaration form</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Duly filled, signed and stamped Anti-Corruption Declaration form</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Current dated and signed manufacturer’s authorization certificate as distributor, dealer or service representative</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>A detailed work plan showing the timelines for implementation</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Must provide one original and one copy of the tender document which <strong>MUST be sequentially Paginated/serialized/Numbered</strong> on each page including all the attachments</td>
<td></td>
</tr>
</tbody>
</table>
2. **TECHNICAL EVALUATION**

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
<th>Scores</th>
</tr>
</thead>
</table>
| 1)  | Specific experience of the service provider relevant to the assignment  
   a) Attach five contracts from public institutions as proof of having carried out similar assignment within the last four years (5 marks each) *(Attach LSO/Contract/completion certificate)* | 25 |
| 2)  | Attach four contracts from any other corporate institutions as proof of having carried out similar assignments within the last four years (2 marks each) *(Attach LSO/Contract/Completion certificate)* | 8 |
| 3)  | Attach four reference letters from the public institutions indicated above in clients’ letter head indicating how similar assignment were completed (2 marks each) *(Due diligence will be carried out to confirm authenticity of the information provided)* | 8 |
| 4)  | Appropriateness of the methodology and work schedule and the completeness of the description of the same in relation to the TORs,  
   a) Technical approach and methodology (3 marks)  
   b) Bidders additional suggestions & proposals on the TORs (3 marks)  
   c) Understanding & conformity to the TOR (2 marks) | 8 |
| 5)  | Key professional staff qualifications and competence for the assignment  
   *Project Manager/Team leader*  
   a) Have 10 years’ experience in implementing and supporting similar solution, *(Attach CV in format provided) (prorate 0.5 marks for each year up to a maximum of 10 years)* | 5 |
| 6)  | b) Three years’ Experience of other Three (3) technical staff in implementing & supporting similar solution *(Attach CVs in format provided) (1 mark for each experience of staff up to a maximum of 3 marks)* | 9 |
| 7)  | Education Qualification *(Attach copies of certificates)*  
   *Project Manager/Team leader*  
   Bachelor’s Degree in IT or related field from a recognized university | 10 |
|  | *Three Other Technical Staff*  
   Degree in IT or related field *(3 marks per staff)* | 9 |
8) **Professional certification of the project manager/team leader** – Prince 2 or PMP or a similar project management certificate (Attach copies of certificates) **3**

9) **Professional certification for the 3 (three) technical staff** (Attach copies of certificates)
   Prince 2 or PMP (3 marks per staff with certificate) **9**

10) **Financial Capability; Liquidity ratio:**
   - 2:1 ratio Max – 2 marks for each year
   - 1:1 ratio Max – 1 marks for each year
   - Less – 0 point **6**

   **Total points** **100**

**NB:** Bidders must achieve the minimum technical **75% mark** out of 100 to qualify for financial evaluation.

- The Authority reserves the right to carry out due diligence. Any false information provided will lead to automatic disqualification.

### 3. Financial Evaluation

The lowest evaluated bidder after achieving the minimum technical score shall be recommended for award.
SCHEDULE OF UNIT RATES

SPECIAL NOTES
1. The schedule of developmental costs form part of the contract documents and are to be read in conjunction with the TOR and general specifications described in this document.
2. The prices quoted shall be deemed to include for all obligations under the contract including but not limited to supply, delivery, storage, installation, testing, commissioning and all taxes (including all applicable taxes).
3. All prices omitted from any item, section or part of the schedule of developmental costs shall be deemed to have been included to another item, section or part thereof.
4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the contractor shall adhere. Otherwise alternative brands of equal and approved quality will be accepted. Should the contractor proceed contrary to the TORS specified here-in before receiving written approval from the Implementation team, all remedial work shall be at his own cost.
5. The grand total of prices in the price summary page must be carried forward to the Form of Tender for the tender to be deemed valid.
## SCHEDULE OF COSTS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Audit Management Software Installation, Configuration, Testing and Implementation as per the terms of reference</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Training &amp; deployment of 8 members of staff (paid after delivery and acceptance).</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>One year maintenance and support, to be paid quarterly after delivery and acceptance.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total cost</strong></td>
<td></td>
</tr>
</tbody>
</table>
## COST SUMMARY

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, delivery, installation &amp; commissioning of audit management software as per the terms of reference (paid after delivery and acceptance).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Training &amp; deployment of eight staff members (paid after delivery and acceptance).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>One year maintenance and support, to be paid quarterly after delivery and acceptance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>License renewal/maintenance fee per year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>One time cost</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CARRIED FORWARD TO FORM OF TENDER ON PAGE 43**
SECTION VII - STANDARD FORMS

1. Form of tender
2. Confidential Questionnaire form
3. Self-declaration Form
4. Anti-corruption declaration Form
5. Service Provider’s Organization and Experience
6. Service Provider’s Experience
7. Comments and Suggestions on the Terms of Reference
8. Team Composition and Task Assignments
9. Format of CVs
10. Tender security form
11. Performance security form
12. FORM RB 1
FORM OF TENDER

Date____________________

Tender No:

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

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda No……… [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______________________________2020 [signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of_______________
CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.
You are advised that it is a serious offence to give false information on this form.

<table>
<thead>
<tr>
<th><strong>Part 1 – General:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name …………………………………………………………………………………………...</td>
</tr>
<tr>
<td>Location of business premises. ………………………………………………………………………...</td>
</tr>
<tr>
<td>Plot No………………………………………………… Street/Road ………………………………………</td>
</tr>
<tr>
<td>Postal Address …………………. Tel No. ……………….. Fax …………. E mail ……………………..</td>
</tr>
<tr>
<td>Nature of Business ………………………………………………………………………………………</td>
</tr>
<tr>
<td>Registration Certificate No. ……………………………………………………………………………</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any one time – Kshs ……………………</td>
</tr>
<tr>
<td>Name of your bankers ……………………………………………….. Branch ……………………….</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Part 2 (a) – Sole Proprietor</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full ……………………………………………….. Age ……………………….</td>
</tr>
<tr>
<td>Nationality ………………………………… Country of origin ……………………………….</td>
</tr>
<tr>
<td>Citizenship detail …………………………………………………………………………………</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Part 2 (b) Partnership</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows:</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Part 2 (c) – Registered Company</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public ………………………………………………………………………………………</td>
</tr>
<tr>
<td>State the nominal and issued capital of company-</td>
</tr>
</tbody>
</table>
| Nominal Kshs ………………………………
| Issued Kshs …………………………… |
| Given details of all directors as follows |
| Name | Nationality | Citizenship Details | Shares |
| 1 | ………………………………………………………………………………………….. |
| 2 | ………………………………………………………………………………………….. |
| 3 | ………………………………………………………………………………………….. |
| 4 | ………………………………………………………………………………………….. |
| ( Attach certificate of incorporation) |

Date ………………………………………………. Signature of Candidate ………………………...
To:
The Executive Director
National Construction Authority
P.O. Box 21046-00100
Nairobi

The tenderer i.e. (name and address)

_________________________________________________________
declare the following:

a) Has not been debarred from participating in public procurement.

b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name……………………………………………………………………………………………………………………
Title……………………………………………………………………………………………………………………
Signature……………………………………………………………………………………………………………
Date…………………………………………………………………………………………………………………
Official Stamp……………………………………………………………………………………………………

(To be signed by authorized representative and officially stamped)
ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 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………………………………………………………………………………
Service Provider’s Organization and Experience

A - Service Provider’s Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]
B - Service Provider’s Experience

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

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

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. value of the contract (in KShs.):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Country:</th>
<th>Duration of assignment (months):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within country:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Client:</th>
<th>Total No of staff-months of the assignment:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Approx. value of the services provided by your firm under the contract (in current US$ or Euro):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Start date (month/year):</th>
<th>No of professional staff-months provided by associated Consultants:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion date (month/year):</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of associated Consultants, if any:</th>
<th>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Narrative description of Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of actual services provided by your staff within the assignment:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Firm’s Name: _______________________________________________

Name and Title of Signatory: ___________________________________
Comments and Suggestions on the Terms of Reference and on data, services and Facilities to be provided by the Client

A - On the Terms of Reference

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

## Professional Staff

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Firm</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Support Staff

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Firm</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Format of Curriculum Vitae (CV) for Proposed Professional Staff

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

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

3. Name of Staff [Insert full name]: _____

4. Date of Birth: _____ Nationality: ____________________________

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

6. Membership of Professional Associations:

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

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

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

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

   From [Year]: _________ To [Year]: _________
   Employer: ___________________________________________
   Positions held: ________________________________
<table>
<thead>
<tr>
<th>11. Detailed Tasks Assigned</th>
<th>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>[List all tasks to be performed under this assignment]</td>
<td>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</td>
</tr>
<tr>
<td>Name of assignment or project: ________________</td>
<td>Year: ___</td>
</tr>
<tr>
<td>Location: ______</td>
<td>Location: ______</td>
</tr>
<tr>
<td>Client: ___</td>
<td>Client: ___</td>
</tr>
<tr>
<td>Main project features: __________________________</td>
<td>Main project features: __________________________</td>
</tr>
<tr>
<td>Positions held: __________________________</td>
<td>Positions held: __________________________</td>
</tr>
<tr>
<td>Activities performed:</td>
<td>Activities performed:</td>
</tr>
</tbody>
</table>

**13. Certification:**

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

______________________________ Date: __________

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: ________________________________
TENDER SECURITY FORM

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

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

[name and/or description of the services]

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

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

Of……………………………………………having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

____________________________________________________
[signature of the bank]

(Amend accordingly if provided by Insurance Company)
PERFORMANCE SECURITY FORM

To: ……………………………………………………………………………………………

[Name of the Procuring entity]

WHEREAS………………………………………[name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No.___________[reference number of the contract] dated _______________20______to supply……………………………………………………………………………… [Description services] (Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……………………………………………………….. [Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …………………… [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20..

_____________________________________________________
Signature and seal of the Guarantors

_____________________________________________________
[name of bank or financial institution]

_____________________________________________________
[address]

_____________________________________________________
[date]

(Amend accordingly if provided by Insurance Company)
FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……………OF……………20………

BETWEEN

…………………………………………..APPLICANT

AND

…………………………………………..RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

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

SIGNED
Board secretary