



**NATIONAL CONSTRUCTION  
AUTHORITY**

**TENDER FOR PROVISION OF CONFERENCE  
FACILITIES FOR THE NCA ICORCE CONFERENCE  
ON 24<sup>TH</sup> -25<sup>TH</sup> SEPTEMBER, 2024 IN MOMBASA.**

**TENDER NO. NCA/T/58/2023-2024**

**CLOSING DATE : FRIDAY 17<sup>TH</sup> MAY, 2024**

**The Manager Supply Chain  
National Construction Authority  
P.O. Box 21046-00100  
Nairobi-Kenya  
E-MAIL: [procurement@nca.go.ke](mailto:procurement@nca.go.ke)  
TEL: +254(0)2712096/2712098**

**The Executive Director  
National Construction Authority  
KCB Towers, Ninth Floor,  
Kenya Road, Upper Hill.  
P O Box 21046 – 00100  
Nairobi.  
E-MAIL: [info@nca.go.ke](mailto:info@nca.go.ke)**

## INVITATION TO TENDER

### TENDER NAME AND DESCRIPTION: PROVISION OF CONFERENCE FACILITIES FOR THE NCA ICORCE CONFERENCE ON 24<sup>TH</sup> -25<sup>TH</sup> SEPTEMBER, 2024 IN MOMBASA.

TENDER NO:NCA/T/58/2023-2024.

Date: 9/05/2024

The National Construction Authority invites sealed tenders from eligible candidates for the **provision of full day conference facilities for the NCA ICORCE conference on 24<sup>th</sup> -25<sup>th</sup> September, 2024 in Mombasa for 400 pax as per the schedule of requirements.**

1. Tendering will be conducted under open tender using a standardized tender document. Tendering is open to all qualified and interested conference service providers in Mombasa County.
2. Qualified and interested bidders may obtain further information and inspect the bidding documents during office hours at Supply Chain Office at the National Construction Authority (NCA) Headquarters on 9th floor KCB Towers, Kenya Road, Upper Hill between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunchtime between 1.00pm to 2.00pm and on public holidays.
3. A complete set of tender documents may be purchased or obtained by interested tenderers upon payment of a non- refundable fee of Kshs 1000 in cash or Banker's Cheque and payable to the address given below.
4. Tender documents may be obtained electronically from the Website [www.nca.go.ke](http://www.nca.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke). Tender documents obtained electronically will be free of charge. Bidders who download the tender document must arrange to register with NCA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be. Registration can be done through email address: [procurement@nca.go.ke](mailto:procurement@nca.go.ke)
5. Tenderers shall submit one original and one copy of tender document properly bound and sequentially serialized/paginated in the form of i.e. 1, 2,3,4....on each page including all the attachments
6. Completed tenders must be delivered to the address given below **on or before 11:00 am Friday, 17<sup>th</sup> May, 2024.** Electronic Tenders **are not permitted.**
7. Tenders will be opened immediately after the deadline date and time specified above. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at NCA Boardroom on 9<sup>th</sup> Floor KCB Towers, Upper Hill.
9. Late tenders will be rejected.
10. The addresses referred to above are:  
The Executive Director,  
National Construction Authority,  
KCB Towers 9<sup>th</sup> Floor, Kenya Road Upper Hill,  
P.O. Box 21046-00100,  
Nairobi-Kenya  
E-MAIL: [procurement@nca.go.ke](mailto:procurement@nca.go.ke)  
TEL: +254(700 021 222)

Manager Supply Chain,  
**For; Executive Director**  
**National Construction Authority**

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**PART 1 - TENDERING PROCEDURES**

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## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
ITT 1.1	<p>The reference number of the Request for Tenders (ITT) is : <i>NCA/T/58/2023-2024</i></p> <p>The Procuring Entity is: <i>National Construction Authority</i></p> <p>The name of the ITT is: <b>full day conference facilities for the NCA ICORCE conference on 24<sup>th</sup> -25<sup>th</sup> September, 2024 in Mombasa for 400 pax.</b></p> <p>The number and identification of lots (contracts) comprising this ITT is: <i>N/A</i></p>
ITT 2.1(a)	N/A
ITT 2.2	The Intended Completion Date is; <i>The contract will run for TWO DAYS as indicated above</i>
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: N/A
ITT 3.4	The firms that provided consulting services; N/A
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be two (0) <b>Not allowed</b>
	<b>B. Contents of Tendering Document</b>
ITT 8.1	(a) A pre-tender conference <b><u>will not be held</u></b>
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than; <b>on or before three days to tender closing date</b>
ITT 8.4	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works shall be published on the website; N/A
ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at the Address <b><u>procurement@nca.go.ke</u></b> to reach the Procuring Entity not later than <b>three days to tender closing date.</b>
	ii) The Procuring Entity shall publish its response at the website ; <b><u>www.nca.go.ke</u></b> and <b><u>www.tender.go.ke</u></b>
	iii) The Procuring Entity shall also promptly publish response at the website

ITT Reference	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	<a href="http://www.nca.go.ke">www.nca.go.ke</a> and <a href="http://www.tender.go.ke">www.tender.go.ke</a>
	<b>C. Preparation of Tenders</b>
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: <i>As indicated in the evaluation criteria</i>
	<b>Other documents required are : <i>as indicated in the evaluation criteria</i></b>
ITT 15.1	Alternative Tenders <b>shall not be</b> considered.
ITT 15.2	Alternative times for completion <b>shall not be</b> permitted. If permitted, the range of acceptable completion time is: N/A
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: N/A
ITT 16.7	The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be <b>120 days</b> .
ITT 21.1	A Tender Security <b>shall not be</b> required. A Tender-Securing Declaration <b>shall not be required</b> .
ITT 22.1	In addition to the original of the Tender, the number of copies is: <b>Only One Original</b>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: N/A
	<b>D. Submission and Opening of Tenders</b>
ITT 24.1	For <b><u>Tender submission purposes</u></b> only, the Procuring Entity's address is:  National Construction Authority, KCB Towers 9 <sup>th</sup> Floor, Kenya Road Upper Hill, P.O. Box 21046-00100, Nairobi-Kenya E-Mail: <a href="mailto:procurement@nca.go.ke">procurement@nca.go.ke</a> Tel: +254(700 021 222)
ITT 24.1	<b>The deadline for Tender submission is:</b> Date: <i>on or before 11:00 am on Friday, 17<sup>th</sup> May, 2024</i>
ITT 27.1	The Tender opening shall take place at:  9 <sup>th</sup> Floor Boardroom National Construction Authority, KCB Towers 9 <sup>th</sup> Floor, Kenya Road Upper Hill, P.O. Box 21046-00100, Nairobi-Kenya E-Mail: <a href="mailto:procurement@nca.go.ke">procurement@nca.go.ke</a> TEL: +254(700 021 222)

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 27.1	The electronic Tender opening procedures shall be: N/A
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by all <i>tender opening committee members</i>
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 31.7	The tender price shall be fixed
ITT 33.1	The currency that shall be used in Tender submission, evaluation and comparison purposes only; <b>Kenya shillings</b>
ITT 34.1	Margin of preference will not be applicable
ITT 34.2	The invitation to tender is eligible to tenderers <b>with hotels in Mombasa County.</b>
ITT 35.2 (d)	Additional evaluation factors shall be; <b>As indicated in the evaluation criteria</b>
ITT 35.4	N/A
<b>F. Award of Contract</b>	
ITT 49.1	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.
ITT 50.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a> .

**SECTION III – EVALUATION AND QUALIFICATION CRITERIA**

**A. MANDATORY EVALUATION CRITERIA**

<b>S/N</b>	<b>Mandatory Eligibility criteria</b>	<b>Responsiveness (YES/NO)</b>
1.	Copy of Certificate of incorporation/registration	
2.	Copy of CR12 for limited companies, CR13 for Partnerships or National Identification Card/Passport for Sole Proprietor	
3.	Valid Tax Compliance Certificate	
4.	Copy of valid single business permit from county Government for the year 2024	
5.	Dully filled, signed and stamped form of Tender	
6.	Dully filled, signed and stamped Price Schedule	
7.	Dully filled, signed and stamped SD1	
8.	Dully filled, signed and stamped SD2	
9.	Dully filled, signed and stamped Confidential Business Questionnaire form	
10.	Dully filled ,signed and stamped declaration and commitment to the code of ethics form	
11.	Dully filled, signed and stamped Certificate of Independent Tender Determination form	
12.	Accesibility of conference hall by Persons Living with Disability ( <b>Attach pictorial proof of Lifts or ramps</b> )	
13.	The Tender is valid for 120 days.	
14.	Hotels domiciled in Mombasa Town	
<b>RESPONSIVENESS (R/NR)</b>		

**Note:**

**Tenderers have to meet all the mandatory requirements to proceed for mandatory technical Evaluation.**

## B. MANDATORY TECHNICAL EVALUATION

No.	Description	No of days	Bidders Reponse (YES/NO)
1.	A conference hall that can accommodate 400 pax, observing 1.5 Metres spacing and accessible to persons with disability. Well-ventilated and equipped with air conditioning.	2	
2.	Set up of dais/podium arrangement – A raised platform that can accommodate 5 panelists and an interpreter with executive seating	2	
3.	<b><i>Dorm tent/indoor Space of minimum</i></b> 600 sqm double volume with the following partitions: i. The room should be well-ventilated ii. Able to accommodate 29 No. 3M by 3M booths and iii. One 6M by 9M booth for Nca stand	2	
4.	2 well-ventilated and air-conditioned <b>Breakaway rooms in a class room style</b> setup with a capacity of 100 Pax each and a raised platform.	2	
5.	WiFi-enabled Conference halls inclusive of the breakaway rooms and exhibitions with proper lighting and power sources with extension cables.	2	
6.	Writing materials i.e pens and notebooks for all the participants on each day	2	
7.	Flip charts, and maker pens for all the rooms	2	
8.	Registration desks, that can accommodate 5Pax with access to power and wiFi,	2	
9.	Back-up power supply during the ICoRCE conference	2	
10.	Rooms and tent labelling, including direction guiding signs	2	
11.	Clean, easily accessible dining areas for meals;	2	



	<p><b>i.</b> Two teas i.e. 10 am tea with snacks, 4:00 pm tea with snacks.</p> <p><b>ii.</b> Buffet lunch inclusive of soft drinks for all the participants,</p> <p><b>iii.</b> 500mls drinking water one in the morning and another in the afternoon for all the participants</p>		
12.	Adequate, clean, and easily accessible washrooms for all persons including PWDs	2	
13.	Adequate space for temporary parking, at least 100 parking spaces with VIP Access	2	
14.	Lockable room for storage of procured goods and merchandise	2	
15.	2 No. Holding area/VIP rooms that can accommodate 25 pax each.	2	
16.	<p>Packed meals for 150 Pax on the third day for site visits with the following meal requirements:</p> <p>i. 500ml drinking water / bottled juice</p> <p>ii. Two proteins i.e chicken and beef</p> <p>iii. Steamed Vegetables</p> <p>iv. Two choices of starch</p> <p>v. Fruit i.e Apple</p>	1	
17.	<p>Meals for committee members and the secretariat 30Pax who will be at the site one day prior to the conference; the meal plan shall include:</p> <p>i. 10 am &amp; 4 pm teas with snacks</p> <p>ii. Buffet lunch with soft drinks</p> <p>iii. Buffet dinner with soft drinks</p>	1	
18.	<p>Virtual presentation;</p> <p>1: (Four) 4 No. LCD projectors with pointers- two in the main hall and one in each breakaway room,</p> <p>2. Ten (10) cordless Microphones- 6 in the main hall and 2 in each of the breakaway rooms.</p> <p>3. Sound/PA system for the main hall and</p>	2	

	the two breakaway rooms.		
19.	Detailed security plan with at least 10 security guards and three armed policemen	2	
	<b>Responsiveness</b>		

**Bidders to Proceed to Financial Evaluation must indicate “Yes” in all the technical requirements**

**FINANCIAL EVALUATION**

The Bidder who shall be determined as the **lowest evaluated bidder** after meeting the minimum technical requirements shall be considered and recommended for award.

**Award**

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

## PRICE SCHEDULE

ITEM NO.	DESCRIPTION	No of pax	No.of days	UNIT PRICE (KSH)	TOTAL COST
1.	Full Day conference facilities inclusive of P.A, project and writing materials for NCA ICORCE Conference in Mombasa on 24 <sup>th</sup> -25 <sup>th</sup> September 2024	400	2		
2.	Dorm tent/indoor Space of minimum 600 sqm double volume with the following partitions: i. The room should be well-ventilated ii. Able to accommodate 29 No. 3M by 3M booths and iii. One 6M by 9M booth for Nca stand	Lot	2		
3.	<b>2No.</b> well ventilated and air-conditioned <b>Breakaway rooms</b> in a classroom style setup with a capacity of 100 Pax each and a raised platform.	Lot	2		
4.	Packed meals for 150 Pax on the third day for site visits with the following meal requirements: i. 500ml drinking water / bottled juice ii. Two proteins i.e chicken and beef iii. Steamed Vegetables iv. Two choices of starch v. Fruit i.e Apple	150	1		
5.	Meals for committee members and the secretariat who will be at the site one day prior to the conference; the meal plan shall include: i. 10 am & 4 pm teas with snacks ii. Buffet lunch with soft drinks iii. Buffet dinner with soft drinks	30	1		
6.	<b>2 No. Holding area/VIP</b> rooms that can accommodate 25 pax each.	Lot	2		
7.	Virtual presentation; 1: (Four) 4 No. LCD projectors with pointers- two in the main hall and one in each breakaway room,	Lot	2		

	2. Ten (10) cordless Microphones- 6 in the main hall and 2 in each of the breakaway rooms. 3. Sound/PA system for the main hall and the two breakaway rooms.				
8.	Security services with at least 10 security guards and three armed policemen				
	<b>Total Tender Sum (to be transferred to the form of tender)</b>				

**Note:**

Unit cost quoted to be net inclusive of all venue requirements and all applicable taxes

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

Company Rubber Stamp \_\_\_\_\_

## SECTION IV - TENDERING FORMS

### 1 FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

#### *INSTRUCTIONS TO TENDERERS*

*i) All italicized text is to help the Tenderer in preparing this form.*

*ii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

**Date of this Tender submission:**.....[insert date (as day, month and year) of Tender submission]

**Tender Name and Identification:**.....[insert identification]

**Alternative No.:**.....[insert identification No if this is a Tender for an alternative]

To: ..... [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT 8);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been debarred by the Authority based on execution of a Tender-Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 4.8;
- d) **Conformity:** We offer to provide design, supply and installation services in conformity with the tendering document of the following: [insert a brief description of the Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]  
*[Option 1, in case of one lot:] Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];*  
Or  
*[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*
- f) **Discounts:** The discounts offered and the methodology for their application are:
  - i) The discounts offered are: [Specify in detail each discount offered.]
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS ITT 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS ITT 23.1 (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Laws of Kenya or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.7*];
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- Name of the Tenderer:** \*[*insert complete name of person signing the Tender*]
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from [www.pppra.go.ke](http://www.pppra.go.ke) during the procurement process and the execution of any resulting contract.
- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - iv) Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya. Further, we confirm that we have read and understood the full content and scope of fraud and corruption as in formed in “**Appendix1-Fraud and Corruption**” attached to the Form of Tender.

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:** *\*\*[insert complete name of person duly authorized to sign the Tender]*

**Title of the person signing the Tender:** *[insert complete title of the person signing the Tender]* **Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]* **Date signed** *[insert date of signing]* **day of** *[insert month], [insert year].*

**i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**Instruction to Tenderer**

Tenderer is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

**a) Tenderer's details**

	<b>ITEM</b>	<b>DESCRIPTION</b>
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

**General and Specific Details**

b) **Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

c) **Partnership**, provide the following details.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				



d) **Registered Company**, provide the following details.

i) Private or public Company \_\_\_\_\_

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in **National Construction Authority** who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

**Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name:.....

Title or Designation:.....

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_  
\_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_  
[Name and number of tender] in response to the request for tenders made by: -  
\_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I  
certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that **[check one of the following, as applicable]:**
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, Signature \_\_\_\_\_

[Name, title and signature of authorized agent of Tenderer and Date]

**iii) SELF-DECLARATION FORMS**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015**

I, ....., of Post Office Box ..... being a resident of..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of Tender No. .... for.....(*insert tender title/description*) for.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....

(Title)

.....

(Signature)

.....

(Date)

Bidder Official Stamp

**FORM SD2**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I, .....of P. O. Box.....being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (*Insert name of the Company*) who is a Bidder in respect of Tender No..... for .....(*insert tender title/description*) for .....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....  
.....(*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
.....  
.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I, ..... (person) on behalf of  
*(Name of the Business/ Company/Firm)* .....  
..... declare that I have read and  
fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and  
the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my  
responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public  
Procurement and Asset Disposal.

Name of Authorized signatory.....  
.....

Sign.....

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company.....  
.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name.....

Sign.....

Date.....

## SECTION V - SCHEDULE OF REQUIREMENTS

### Venue requirements

1. A conference hall that can accommodate 400 pax, observing 1.5 Metres spacing and accessible to persons with disability. Well-ventilated and equipped with air conditioning.
2. Provision of Lifts or ramps for persons with disability accessing the conference halls ( provide pictorial proof of lift or ramps)
3. Set up of dais/podium arrangement – A raised platform that can accommodate 5 panelists and an interpreter with executive seating
4. **Dorm tent / indoor space with a minimum** of 600 sqm double volume with the following partitions:
  - i. 2 Breakaway rooms with classroom style set up with a capacity of 100 Pax each and a raised platform.
  - ii. The rooms should be well-ventilated and air-conditioned.
5. WiFi-enabled Conference halls inclusive of the breakaway rooms and exhibitions with proper lighting and power sources with extension cables.
6. Writing materials i.e pens and notebooks for all the participants.
7. Flip charts, and maker pens for all the rooms
8. Registration desks, that can accommodate 5Pax with access to power and wiFi,
9. Back-up power supply during the ICoRCE conference
10. Rooms and tent labelling, including direction guiding signs
11. Clean, easily accessible dining areas for meals;
  - i. Two teas i.e. 10 am tea with snacks, 4:00 pm tea with snacks.
  - ii. Buffet lunch inclusive of soft drinks for all the participants,
  - iii. 500mls drinking water one in the morning and another in the afternoon for all the participants
12. Adequate, clean, and easily accessible washrooms for all persons including PWDs
13. Adequate space for temporary parking, at least 100 parking spaces with VIP Access
14. Lockable room for storage of procured goods and merchandise
15. 2 No. Holding area/VIP rooms that can accommodate 25 pax each.
16. Packed meals for 150 Pax for site visits with the following meal requirements:
  - i. 500ml drinking water / bottled juice
  - ii. Two proteins i.e chicken and beef
  - iii. Steamed Vegetables
  - iv. Two choices of starch
  - v. Fruit i.e Apple

17. Meals for committee members and the secretariat i.e 30Pax who will be at the site three days prior to the conference; the meal plan shall include:
  - i. 10 am & 4 pm teas with snacks
  - ii. Buffet lunch with soft drinks
  - iii. Buffet dinner with soft drinks
18. Virtual presentation;
  - 1: (Four) 4 No. LCD projectors with pointers- two in the main hall and one in each breakaway room,
  2. Ten (10) cordless Microphones- 6 in the main hall and 2 in each of the breakaway rooms.
  3. Sound/PA system for the main hall and the two breakaway rooms
19. Detailed security plan with at least 10 security guards and three armed policemen
20. Availability of conference facilities on 24<sup>th</sup> -25<sup>th</sup> September 2024

**NOTE:**

- The Authority will allow payment of the above service with a participant list which should accompany the invoice
- Invoicing shall be done for 400 pax on the first day and for the actual number of participants on each successive day.



## 2. TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:..... *[insert number of Tendering process]*

Alternative No:..... *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: .....*[insert Tenderer's legal name]*

2. In case of JV, legal name of each member: .....*[insert legal name of each member in JV]*

3. Tenderer's actual or intended country of registration: .....*[insert actual or intended country of registration]*

4. Tenderer's year of registration: .....*[insert Tenderer's year of registration]*

5. Tenderer's Address in country of registration: .....*[insert Tenderer's legal address in country of registration]*

6. Tenderer's Authorized Representative Information

Name: .....*[insert Authorized Representative's name]*

Address.....*[insert Authorized Representative's Address]*

Telephone:.....*[insert Authorized Representative's telephone/fax numbers]* Email

Address:.....*[insert Authorized Representative's email address]*

7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*

Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.

In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT

4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:

i) Legal and financial autonomy ii) Operation under commercial law

iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity

A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**B. SPECIAL CONDITIONS OF CONTRACT SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is: 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.
1.1(d)	The contract name is: <b>Provision of full day conference facilities for NCA ICORCE conference in Mombasa on 24<sup>th</sup> -25<sup>th</sup> September, 2024 for 400 pax as per the schedule of requirements</b>
1.1(g)	The Procuring Entity is: <b>National Construction Authority</b>
1.1(o)	The Service Provider is:.....
1.4	<p>The addresses are:</p> <p><b>Executive Director National Construction Authority, KCB Towers 9th Floor, Kenya Road Upper Hill, P.O. Box 21046-00100, Nairobi-Kenya E-Mail: procurement@nca.go.ke Tel: +254(700 021 222) &amp; Successful Bidder</b></p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity:</p> <p><b>THE EXECUTIVE DIRECTOR NATIONAL CONSTRUCTION AUTHORITY P.O. Box 21046-00100, Nairobi-Kenya KCB Towers, Ninth Floor, Kenya Road, Upper Hill E-MAIL: procurement@nca.go.ke TEL: +254(0)2712096/2712098</b></p> <p>For the Service Provider:</p>
2.1	The date on which this Contract shall come into effect is: <b>Immediately after signing the contract or as advised in writing during contract signing</b>
2.2.2	The Starting Date for the commencement of Services is <b>Immediately after signing the contract or as advised in writing during contract signing.</b>
2.3	The Intended Completion Date is <b>The contract will run for a period of two days</b>
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be <b>N/A</b>
3.2.3	Activities prohibited after termination of this Contract are: As indicated by the <b>PPAD Act 2015</b>
Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

3.4	The risks and coverage by insurance shall be: N/A
3.5(d)	The other actions are: <b>As will be advised by project manager in writing</b>
3.7	Restrictions on the use of documents prepared by the Service Provider are: All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software.
3.8.1	The liquidated damages rate is N/A per day The maximum number of liquidated damages for the whole contract is N/A percent of the final Contract Price.
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is N/A
5.1	The assistance and exemptions provided to the Service Provider are: Relevant to this Contract.
6.2(a)	The amount will be in <b>Kenya shillings</b>
6.3.2	The performance incentive paid to the Service Provider shall be: N/A
6.4	Payments shall be: <b>made upon completion of the above service and with an invoice accompanied with a participant list</b>
6.5	Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60 days in the case of the final payment. The interest rate is N/A.
6.6.1	Price adjustment is N/A in accordance with Sub-Clause 6.6.
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: <b>By Inspection and Acceptance Committee</b> the Defects Liability Period is N/A.
9.1	The designated Appointing Authority for a new Adjudicator is <b>Both parties.</b>
9.2	The Adjudicator is: 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.

**C. APPENDICES**

**Appendix A - Description of the Services**

*As indicated in Section V*

**Appendix B - Schedule of Payments**

*Payments shall be done upon completion of the service and after submission of invoice with supporting documents .i.e participant list*

**Appendix C - Breakdown of Contract Price**

As indicated in the price schedule

**Appendix D & E – Remuneration due for additional services**

*N/A*

**Appendix F - Services and Facilities Provided by the Procuring Entity**

*N/A*