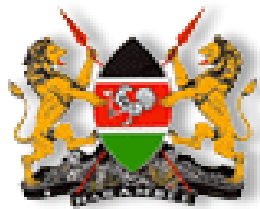


REPUBLIC OF KENYA
THE NATIONAL TREASURY &
PLANNING
P. O. BOX 30007 00100
NAIROBI



NATIONAL COMPETITIVE BIDDING
TENDER
FOR

SUPPLY, DELIVERY, INSTALLATION
AND COMMISSIONING OF AN ISO
9001:2015 AUTOMATION SOLUTION

TENDER NO. TNT/055/2018 - 2019

CLOSING DATE: TUESDAY 18TH JUNE, 2019 AT 10.00 A.M.

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**REPUBLIC OF KENYA
THE NATIONAL TREASURY & PLANNING**

**INVITATION TO TENDER
NATIONAL COMPETITIVE BIDDING
SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN ISO
9001:2015 AUTOMATION SOLUTION
TENDER NO: TNT/055/2018 – 2019**

The National Treasury invites sealed tenders from eligible candidates for the supply, delivery, installation and commissioning of an ISO 9001:2015 automation solution

A complete set of tender documents may be downloaded by interested candidates free of charge at <http://treasury.go.ke> and those who have downloaded the document from the website **must forward their particulars immediately for recording and any further clarifications and addenda to procurement@treasury.go.ke.**

Tenders must be accompanied by a **Bid Security of Kshs. 500,000.00 from a reputable financial institution** valid for an additional 30 days beyond the Tender validity period.

Completed tender documents, **BOTH TECHNICAL AND FINANCIAL PROPOSALS IN SEPARATE ENVELOPES**, enclosed in plain sealed envelopes, marked with the tender number should be addressed to:-

**The Principal Secretary,
The National Treasury,
PO Box 30007 – 00100,
Nairobi, Kenya**

and be deposited in the tender box provided at the Treasury Building, 6th Floor, Harambee Avenue, Nairobi, so as to be received on or before **Tuesday 18th June, 2019 at 10.00 a.m.**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at **The National Treasury, Treasury Building, 6th Floor Conference Room No. 603 on Tuesday 18th June, 2019 at 10.00 a.m.**

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
FOR: PRINCIPAL SECRETARY/ NATIONAL TREASURY**

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

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 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 documents 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

2.5.2 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 the prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE Tuesday 18th June, 2019 at 10.00 a.m.**”
- 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 Tuesday 18th June, 2019 at 10.00 a.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 tenderer's representatives who choose to attend, **at Tuesday 18th June, 2019 at 10.00 a.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 not be rectified.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are,

however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (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 tenderers tender.

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

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

perform the contract satisfactorily.

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

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

2.25 Procuring entity's Right to Vary quantities

2.25.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.26 Procuring entity's Right to accept or Reject any or All Tenders

2.26.1 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.

2.27 Notification of award

2.27.1 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.

2.27.2 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.

2.27.3 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.

2.28 Signing of Contract

2.28.1 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.

2.28.2 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.

2.28.3 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.

2.29 Performance Security

2.29.1 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.

2.29.2 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.

2.30 Corrupt or Fraudulent Practices

2.30.1 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.

2.30.2 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;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenders: Tender is open to local (Kenyan) bidders specialized in the provision of Automated Quality Management System
2.4.1	<p>The address for clarification of Tender documents is Attention:</p> <p>The Head Supply Chain Management, The National Treasury, PO Box 30007 – 00100, Nairobi, Kenya</p>
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will Not be permitted
2.10.1	Prices shall be quoted in Kenya Shillings
2.11.2	<p>Specify the evidence and information required.</p> <ul style="list-style-type: none"> • Tenderers must attach copies of certificate of Incorporation/Registration • Valid Tax Compliance Certificate
2.12.2	The Tender Security shall be; Kshs. 500,000.00 from a reputable financial institution valid for 150 days from the tender opening date.
2.13.1	The Tender validity period shall be 120 days.
2.14.1	<p>The number of copies of the Tender to be completed and returned shall be: One (1) original and three (3) copies.</p> <p>Bidders shall submit both Technical and Financial proposals in separate envelopes.</p> <p>Technical Proposals shall be sealed in separate envelopes and clearly marked “Technical Proposal”.</p> <p>The financial proposals shall be sealed separately and clearly marked “Financial Proposal”</p> <p>All the proposals should be in one envelope clearly marked with the Tender Number without any indication of the name of the bidder.</p> <ul style="list-style-type: none"> • Technical proposal – original and 3 copies • Financial proposal – original and two copies - financial proposal shall include: <ul style="list-style-type: none"> ▪ Price Schedule form fully filled and signed; and ▪ Fill and sign the form of tender (with Bid validity-120 days)

	N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive.								
2.15.1	<p>Tender shall be submitted to</p> <p>The Head Supply Chain Management, The National Treasury, PO Box 30007 – 00100, Nairobi, Kenya The deadline for bid submission is: Date: Tuesday 18th June, 2019 Time: <i>10.00am local time</i></p>								
2.16.1	<p>The Tender opening shall take place at:</p> <p>The National Treasury, Treasury Building, 6th floor, Conference Room. Date: Tuesday 18th June, 2019 Time: <i>10.30am local time.</i></p>								
2.17.1	<p>The Preliminary evaluation shall be mandatory:</p> <p>The evaluation shall adopt <i>YES/ No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents;</p> <ul style="list-style-type: none"> • A copy of certificate of registration / incorporation • A copy of valid tax compliance certificate • Confidential Business Questionnaire duly filled, signed and stamped. • Bid security of Kshs. 500,000.00 from a reputable financial institution valid for 150 days from the tender opening date (to be included in the technical proposals) • Duly filled, signed and stamped site visit form • Financial proposals not indicated in the technical proposals. <p><i>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</i></p>								
2.22.1	<p>Evaluation and Comparison of Tenders (Technical Evaluation)</p> <ul style="list-style-type: none"> • Shall be based on the Terms of reference. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S/No</th> <th style="width: 60%;">Evaluation Criteria</th> <th style="width: 30%;">Max Score</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Experience and Technical Capability of the firm</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>			S/No	Evaluation Criteria	Max Score	1	Experience and Technical Capability of the firm	10
S/No	Evaluation Criteria	Max Score							
1	Experience and Technical Capability of the firm	10							
		a) Experience in supply, installation, testing, commissioning and support of an Automated Quality Management System in at least four (5) sites in Kenya Government Institution or Equivalent (attach completion certificates confirming successful							

			execution of contracts for each site) – 2 marks per site	
	2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	a) Interpretation of TOR's /understanding the scope of work (5 Marks) b) Methodology of implementing the assignment (5 Marks) c) Work plan to incorporate all the activities to be undertaken as per the Terms of Reference (5 Marks)	15
	3	Qualifications and competence of the key staff for the assignment	Team Leader a. A degree from a recognized university (Minimum Masters- must attach certificate) (4 marks) b. Experience in system development and training (4 marks) Other 2 key staffs a. A degree in Information Technology from a recognized university – must attach a certificate (3 marks) b. Relevant qualifications as follows; 1 No. System Developer (2) 1 No. Software Developer (2)	15
	4	Proof of concept as per the terms of reference (Demonstration)	To be evaluated based on the technical specifications; <ul style="list-style-type: none"> • General Requirements 5 • Document Management 10 Marks • Process Management • Quality Auditing 25 Marks • Reporting 10 Marks • System Training 5 Marks • System Administration 5 Marks 	60
			Total	100
	A tenderer must score a minimum of 80% of the technical score to be considered for financial opening.			
2.24.1	Post – qualification shall “be undertaken” The National Treasury will carry out due diligence before signing the contract to ascertain the bidders capacity to deliver and visit the sites of the completed works.			
2.24.3	Award Criteria: The lowest technically evaluated bidder			
2.29.1	Particulars of performance security if applicable.- 10% of the contract sum from a reputable financial institution			

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 superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

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

3.6 Performance Security

- 3.6.1 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.
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under

the Contract.

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

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

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

3.7 Inspections and Tests

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

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

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

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: 10% of the contract sum from a reputable financial institution.
3.8	Payments will be as follows: On installation, commissioning and acceptable to the client Support and maintenance to be paid quarterly
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either party to the Nairobi Centre for International Arbitration.
3.17	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: The Principal Secretary The National Treasury Treasury Building, Harambee Avenue P.O. Box 30007 – 00100 Nairobi

SECTION V – SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN ISO 9001:2015 AUTOMATION SOLUTION

General Information

Identification

The formal identification for this document is the Technical Specifications for the Implementation of an ISO 9001:2015 Automation Solution for the National Treasury

Purpose

The primary purpose of this project is to implement an ISO 9001:2015 Solution to enhance The National Treasury commitment to delivery of Quality Services to its customers. This document will address each requirement in further details in solution specifications

SCOPE OF WORKS:

- a. Design, Development, Deployment and Support of a web based ISO 9001:2015 Automation system;
- b. Configure an application system for access through LAN/WAN infrastructure provided by the National Treasury to support the entire system;
- c. Install a process efficiency software at the National Treasury for the Quality Management System ISO 9001:2015;
- d. Installation of Server hardware and software to support the ISO 9001:2015 Automation System
- e. System training of at least 2800 Users
- f. Install, configure and test wan access devices on work stations at the National Treasury offices in the counties;
- g. Train key process owners at the National Treasury Head Office;
- h. Train key process owners at the National Treasury in the Counties;
- i. Provide system support and maintenance for twenty four (24) months;
- j. Train key staff on how to use the system;
- k. Train and benchmark with the US Treasury/ any other best practices in the application of the system or other similar organizations. This will entail a two week trip for the system implementation team to learn how the system has helped in streamlining service delivery in such organizations.

SOLUTION SPECIFICATIONS:

Project Description

The objective of this project is to implement a **web based** ISO 9001:2015 Automation system at the National Treasury. The desired system must incorporate the latest data security technologies.

Solution Design

Overview

The following design acts as a guide for the desired system to be implemented at the National Treasury. The system shall be deployed at the National Treasury Data Center (Herufi House). All Treasury staff at the Head Office and from all Counties should be able to access the system. It is the vendor's responsibility to ensure all requirements are met and advise if any gaps are identified.

Deliverables:

1. Complete Automation of ISO 9001:2015 standard at the National Treasury;
2. Secure Access of the system by all National Treasury staff at the Head Office (The National Treasury Building, Bima House and Herufi House) and for the field staff in all the 46 Counties. The National Treasury has 1800 field staff drawn from 46 counties;

Technical Specifications:

The solution components that make up the solution should meet the below **minimum requirements**.

Design, Development, Deployment and Support of a web based ISO 9001:2015 Automation system

Item	Requirements	Compliance (FC, PC, NC)	Reference (Doc; Section; Page)
1. General Requirements			
1.1.	The proposed solution should be covered by 3 years warranty and support		
1.2.	The proposed solution must be web based		
1.3.	The vendor must be well versed on the ISO 9001:2015 principles and requirements		
1.4.	The vendor must provide a comprehensive project implementation methodology in line with acceptable international standards.		

Item	Requirements	Compliance (FC, PC, NC)	Reference (Doc; Section; Page)
2. Document Management			
2.1.	The system must allow process owners to store their ISO procedures in a central location		
2.2.	The system must notify all users when processes have been modified		
2.3.	The system must maintain an audit trail of all document changes (Document History)		
2.4.	The system must give email notifications of document changes to the requisite stakeholders		
Item	Requirements	Compliance (FC, PC, NC)	Reference (Doc; Section; Page)
3. Process Management			
3.1.	The system must enable process owners to design/map processes; sub-processes & procedures; and automatically notify stakeholders upon process/procedure adoption		
3.2.	The system must provide notification of all process changes to the relevant stakeholders		
3.3.	The system must allow stakeholders to remotely contribute towards process/procedure development and/or changes		
3.4.	The system must provide a feedback/interaction platform for all treasury staff to engage in process management		
3.5.	The system must enable process owners to define process Key Performance Indicators and be able to track process performance against the defined KPIs		
Item	Requirements	Compliance (FC, PC, NC)	Reference (Doc; Section; Page)
4. Quality Auditing			
4.1.	The System Must enable the QMR set up an audit time and date for the		

	process (es) to be audited.		
4.2.	The System must enable the QMR to map the process to be audited to the respective directorate, department, Unit and Location		
4.3.	The QMR must be able to map Auditors and Auditees for the processes to be audited in strict conformance to the Quality Management Standard (ISO 9001:2015) guidelines		
4.4.	The QMR must be able to map procedures and their respective checklists to the process(es) to be audited		
4.5.	The system must automatically send email notification of scheduled audit to all stakeholders showing: <ul style="list-style-type: none"> i. Audit date, time and location ii. Name of Lead Auditor and Other Auditors iii. Directorate, or Department, or Unit to be Audited iv. Process(es) to be Audited Name(s) of Auditees		
4.6.	The system must enable the QMR appointed Auditors conduct process audit, by process, by procedure and by checklist		
4.7.	The system must enable the auditor to log the audit result by the two possible outcomes of conformity or non-conformity		
4.8.	The system must automatically send an email notification of the completed Audit report to all stakeholders showing: <ul style="list-style-type: none"> i. Audit Date, Time and Location ii. Name of Lead Auditor and Other Auditors iii. Auditees iv. Process(es) Audited v. Directorate, or Department or Unit vi. Correction vii. Root Cause 		

	viii. Corrective Action suggested ix. Correction by Date		
Item	Requirements	Compliance (FC, PC, NC)	Reference (Doc; Section; Page)
5. Reporting			
5.1.	The System must generate a consolidated Audit Report comprising of corrective action report (CAR); Non-conformance Report (NCR); and Auditor’s Follow up Report. This must be ins strict adherence ISO 9001:2015 guidelines. The consolidated report must be in a printable form such as pdf, or Excel, or Word		
5.2.	The CAR must auto-generate the following data: i. Date of Audit ii. Date of CAR Report iii. CAR Number iv. Process v. Department vi. Location vii. Name(s) of Auditor(s) viii. Name of Directorate, or Department, or Unit Representative ix. Signature place holder for Auditor(s) team leader and Lead Auditor x. Signature place holder for Directorate, or Department, or Unit Representative xi. The Standard and Clause being audited xii. Category of non-conformity (Major or Minor)		
5.3.	The NCR must auto-generate the following data: i. Correction to be made ii. Root Cause iii. Corrective Action suggested by Auditee iv. Auditee Signature Place Holder v. Proposed Corrective Action		

	Completion Date		
5.4.	The Auditor's Follow up Report . must auto-generate the following data: <ul style="list-style-type: none"> i. Auditor Acceptance of corrective action (Yes or No) ii. Auditor's signature place holder iii. Date iv. QMR Comments section for the audit report 		
5.5.	The system must generate an Audit Summary Report showing (Exportable to pdf, or Excel or word): <ul style="list-style-type: none"> i. Non- conformity description ii. Required correction iii. Root Cause iv. Category of non-conformity (Major or Minor) 		
5.6.	The System Must Generate an Audit Matrix Analysis Report indicating (Exportable to pdf, Excel or Word): <ul style="list-style-type: none"> i. Audited clauses and procedure ii. Directorate, or Department, or Unit iii. Location iv. Total count of conformity or non-conformity 		
5.7.			
Item	Requirements	Compliance (FC, PC, NC)	Reference (Doc; Section; Page)
6. System Training			
6.1.	The system must support the Training of all National Treasury staff by the QMR (over 2000 staff from 47 counties). This should include various trainee categories such as: <ul style="list-style-type: none"> i. General staff ii. ISO Auditors iii. ISO Implementers iv. Quality Management Representatives v. System Administrators 		

	<ul style="list-style-type: none"> vi. Process designers and Analysts vii. Process Owners viii. Process Approvers ix. Senior Management 		
6.2.	The system must allow trainees to log into the system and interact with the respective courses and trainers at any time of the day		
6.3.	The system must allow trainers to moderate lessons, deliver content, add assignments and quizzes at any time of the day		
6.4.	The system should provide scales for grading trainees on course work		
6.5.	The system must allow trainees to schedule available time for lessons that fit into their work schedules		
6.6.	The vendor will be required to assist in mapping of all National Treasury Processes, procedures and training of selected super users on the same		
Item	Requirements	Compliance (FC, PC, NC)	Reference (Doc; Section; Page)
7. System Administration			
7.1.	The system must enable the System Administrator to create and assign user rights as per their user level definitions by the QMR (such as group, role, etc.)		
7.2.	System must enable the system administrator create custom templates such as email notification message templates		
7.3.	The system must allow the administrator easily create/modify system modules as requested by user departments such as creating of new Departments, procedures, ISO Clauses, Reports etc.		

Integration with the existing LAN/WAN infrastructure at the National Treasury

The vendor shall propose a solution that can be integrated with the existing LAN/WAN at the National Treasury

Installation of Server hardware and software to support the ISO 9001:2015 Automation System

The vendor shall propose the requisite hardware and software to support the proposed system

Service Level Agreement

The vendor shall demonstrate and provide system support during banking hours for a period of three (3) years.

DURATION

The duration of contract is three (3) years.

SECTION VI - STANDARD FORMS

FORM OF TENDER

To: *[Name and address of the PE]*
Date: *[insert **date** (as day, month and year)]*
Tender No.: *[insert **number of Tendering process**]*
Item Description: *[insert description of Items]*

Sir/Madam,

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of Goods and 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.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this _____ day of _____ 20_____.
(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Price Schedule

The Bidder must itemize all charges for individually identifiable components and provide a summary as shown below.

S/No	Description	Quantity	Unit Cost (Ksh)	Total Cost (Ksh)
No.	Item	Quantity		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

Terms & Condition

1. Bidders should include itemized bill for each items.
2. Payment of support will be made quarterly upon proof of deliverables in line with scope of work defined in this tender.
3. Vendors to provide a well-documented project Gantt chart with clear output/deliverable and timelines
4. Preparation of the SLAs for the technical support document and the commissioning and signing off the project

Prices to be inclusive of all taxes

Signature of tenderer _____

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

CONTRACT FORM

THIS AGREEMENT made the ___day of _____20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<i>Part I- General :</i>	
Business Name	
Location of business premises.....	
Plot No.	Street/Road.....
Postal Address.....	Tel. No.....
Nature of business.....	
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time : K£.....	
Name of your bankers.....	Branch

<input type="checkbox"/>	Part 2 (a) – Sole Proprietor																								
	Your name in full.....Age..... Nationality..... Country of origin..... *Citizenship details.....																								
<input type="checkbox"/>	Part 2 (b) Partnership																								
	Given details of partners as follows:																								
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.....																						
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<input type="checkbox"/>	Part 2 (c) – Registered Company:																								
	Private or Public.....																								
	State the nominal and issued capital of company-																								
	Nominal K£.....																								
	Issued K£.....																								
	Given details of all directors as follows:-																								
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1. 1.																						
2.																						
3.																						
4.																						
5.																						
DateSignature of Candidate.....																									

*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender]for the supply, installation and commissioning of [name and/or description of the equipment](hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank/Insurance Company”), 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/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company 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 tender 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 authorized representative of the bank/insurance company]
Seal

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)

MANUFACTURERS AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS

[Name of the principal]
who are established and reputation dealers in [Type of business] having
registered offices at [Address of principal] do
hereby authorizing [Name and address of tenderer] to
submit a tender, [reference of the tender] for the stated (particulars of tender).

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for
the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

Note: This letter of authority should be on the letterhead of the principal and should be signed by
a competent person.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

SITE VISIT CERTIFICATION FORM

I.....as **the Office Superintendent / Head, Security** and Client Representative of The National Treasury and Planning do hereby certify that.....

(Name of tender/tenderers representative)

of.....

(Name of bidding firm and address)

Have actually visited the site for the proposed.....

.....

(Name of proposed works for which bids are invited)

This.....day of.....month.....201.....

.....

Signature

Official Stamp

Declaration (by Tenderer)

I.....

... (Name of tenderer)

Do hereby declare that I have visited the site for the proposed works and that I am satisfied/not satisfied with the (delete as appropriate) information gathered.

.....

.....

Signature

Date

Official Stamp

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED
Board Secretary