



NATIONAL AIDS CONTROL COUNCIL
TENDER FOR DESIGN, DEVELOPMENT AND MOUNTING OF DIGITAL
BILLBOARD

TENDER No. NACC/028/2020-2021

CLOSING DATE: MAY 7, 2021

ISSUED BY:

National AIDS Control Council (NACC)
Landmark Plaza, 9th Floor
Argwings Kodhek Road
P. O. Box 61307 - 00200
NAIROBI (KENYA)
TEL: +254-020-2715109/2711261/2715144
FAX: +254-20- 2711072

NATIONAL AIDS CONTROL COUNCIL

TABLE OF CONTENTS

| | Page |
|---|-------------|
| INTRODUCTION | 3 |
| SECTION I INVITATION TO TENDER..... | 4 |
| SECTION II INSTRUCTIONS TO TENDERERS..... | 5 |
| APPENDIX TO INSTRUCTIONS TO TENDER | 19 |
| SECTION III GENERAL CONDITIONS OF CONTRACT..... | 21 |
| SECTION IV SPECIAL CONDITIONS OF CONTRACT..... | 27 |
| SECTION V SCHEDULE OF REQUIREMENTS..... | 30 |
| SECTION VI TECHNICAL SPECIFICATIONS..... | 31 |
| SECTION VI STANDARD FORMS..... | 33 |

INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
 - i. Security.
 - ii. Cleaning.
 - iii. Servicing and repairs.
 - iv. Transport.
 - v. Clearing and forwarding.
 - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
 - i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.
 - iv. Delete name and address of PPOA.

SECTION I – INVITATION TO TENDER

Date: APRIL 26, 2021

Tender REF No. NACC/028/2020/2021

Tender name: Design and Development and Mounting of digital Billboards/Signage

- 1.1 The National AIDS Control Council invites tenders for design, development and mounting of digital billboards/signage
- 1.2 Interested candidates may obtain further information and inspect tender documents at the office of the Procurement Division, 8th Floor, National AIDS Control Council Headquarters Landmark Plaza Opp Nairobi Hospital, P. O. Box 61307 00200 Nairobi, during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates by downloading for free from NACC website www.nacc.or.ke or www.tenders.go.ke or upon payment of a non-refundable fee of Kshs. 1,000 in cash or bankers cheque payable to the **Chief Executive Officer, National AIDS Control Council** for hard copy documents.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings, and shall remain valid for period of (120) days from the closing date of the tender.
- 1.7 Any additional information, addendums or clarifications in respect to this tender will be available in NACC website www.nacc.or.ke. You are advised to regularly check the website during the bidding period.
- 1.8 There shall be a site visit which will be based on prior booking and bidders will be required to request through the email address, communication@nacc.or.ke
- 1.9 Completed tender document marked with the tender name and reference number to be submitted in the Tender Box on 9th Floor or be delivered to the Chief Executive Officer, National AIDS Control Council **on 9th Floor of Landmark Plaza situated on Argwings Kodhek Rd Opposite Nairobi Hospital or before MAY 7, 2021, 10.00am**
- 1.10 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **6th Floor Boardroom of Landmark Plaza situated on Argwings Kodhek Rd Opposite Nairobi Hospital**

Chief Executive Officer
National AIDS Control Council

NATIONAL AIDS CONTROL COUNCIL

SECTION II – INSTRUCTIONS TO TENDERERS

| TABLE OF CONTENTS. | Page |
|--|------|
| 2.1 Eligible Tenderers | 6 |
| 2.2 Cost of tendering | 6 |
| 2.3 Contents of tender documents | 7 |
| 2.4 Clarification of Tender documents | 7 |
| 2.5 Amendment of tender documents | 8 |
| 2.6 Language of tenders | 8 |
| 2.7 Documents comprising the tender | 8 |
| 2.8 Form of tender | 9 |
| 2.9 Tender prices | 9 |
| 2.10 Tender currencies | 9 |
| 2.11 Tenderers eligibility and qualifications | 9 |
| 2.12 Tender security | 10 |
| 2.13 Validity of tenders | 11 |
| 2.14 Format and signing of tenders | 11 |
| 2.15 Sealing and marking of tenders | 12 |
| 2.16 Deadline for submission of tenders | 12 |
| 2.17 Modification and withdrawal of tenders | 12 |
| 2.18 Opening of tenders | 13 |
| 2.19 Clarification of tenders | 14 |
| 2.20 Preliminary Examination | 14 |
| 2.21 Conversion to other currencies | 15 |
| 2.22 Evaluation and comparison of tenders | 15 |
| 2.23 Contacting the procuring entity | 16 |
| 2.24 Post-qualification | 17 |
| 2.25 Award criteria | 17 |
| 2.26 Procuring entities right to vary quantities | 17 |
| 2.27 Procuring entities right to accept or reject any or all tenders | 17 |
| 2.28 Notification of award | 18 |
| 2.29 Signing of Contract | 18 |
| 2.30 Performance security | 19 |
| 2.31 Corrupt or fraudulent practices | 19 |

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

2.12.2 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 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 (MAY 5, 2021 at 10.00AM),”

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 **May 12 2021 at 10.00AM**

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

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

2.17 **Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **MAY 17, 2021 at 10.00AM** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

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

2.22 **Evaluation and comparison of tenders.**

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

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

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

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

2.22.4 Pursuant to paragraph 2.23 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 **Notification of award**

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

2.26 **Signing of Contract**

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

Appendix to instructions to tenderers

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

| Instructions to tenderers | Particulars of appendix to instructions to tenderers |
|---------------------------|--|
| 2.1 | Particulars of eligible tenderers: OPEN TO ALL |
| 2.10 | Particulars of other currencies Allowed: ONLY KENYA SHILLINGS APPLICABLE |
| 2.11 | Particulars of eligibility and qualifications documents of evidence required: Certificate of registration, CONTRACTS, LSOs, BANK STATEMENTS, RECOMMENDATION LETTERS |
| 2.12 | Particulars of tender security if Applicable: TENDER/BID SECURITY KSH 100,000 |
| 2.14 | Format for Signing of Tender: SIGNED POWER OF ATTORNEY-AUTHORITY FOR PERSON SIGNING TO BIND THE TENDERER ON THE TENDER AND INTIALING OF ALL PAGES |
| 2.24 | Particulars of post – qualification if Applicable; SITE VERIFICATION, CONFIRMATION OF PERSONNEL, PHYSCICAL ADDRESS, REFERENCE LETTERS AND COMPLETION CERTIFICATES etc |
| 2.30 | Performance security shall be valued at 10% OF THE TOTAL CONTRACT PRICE , in the format provided and shall be inform of; <ol style="list-style-type: none"> 1. Cash or banker’s cheque, or 2. A bank guarantee, or 3. Guarantee issued by a reputable insurance company approved by Public ProcurementRegulatory Authority (PPRA) or 4. Letter of credit. |

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Page

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

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

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 any time 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 NACC and tenderer shall make every effort to resolve amicably by direct informal negotiation 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 ,any such dispute or difference between the Parties relating to the rights or obligations of the Parties under this Agreement shall be referred to and finally determined by arbitration in Nairobi. The Parties shall agree on an arbitrator. If the Parties cannot agree on an arbitrator within 21 (twenty one) days of such notice being served, either Party may apply in writing (with a copy to the other Party) to the Chairman for the time being of the Chartered Institute of Arbitrators, Kenya Branch to appoint an arbitrator. Both parties shall be given the opportunity to make representations to the arbitrator.

In all cases the arbitrator shall be instructed to respond with his/her written decision sent to both parties at the same time, as soon as reasonably practicable and in any event, within thirty(30) days of the referral. The arbitration shall be conducted in English Language. No arbitrator shall be related or employed by or have any material business relationship with either Party. This Clause shall not preclude the making of any application to court for injunctive relief or for the enforcement of such award of the arbitrator.

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

Neither Party shall be liable for the failure to perform any of its obligations under this Agreement as a result of the occurrence of a Force Majeure event or situation which for the purposes of this Agreement means any event or situation which makes it impossible for either party to perform its obligations and includes but is not limited to acts of God, national emergencies, prohibitive decisions of government or local authority, war or civil conflict.

In the event of a Force Majeure situation or event, the performance of the obligations of this Agreement shall be extended by the period of the Force Majeure situation or event provided it does not exceed thirty (30) days.

In the event that the Force Majeure situation or event continues for a period of thirty (30) days or more either party shall be entitled to terminate this Agreement forthwith by written notice to the other Party.

3.17 Applicable Law.

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

3.18 Insurance

The tenderer will be responsible for taking out any appropriate insurance coverage during the duration of the contract.

3.19 Liquidated Damages

If the tenderer fails to render any or all of the services within the period(s) specified in the contract, the NACC shall, without prejudice to its other remedies under the contract, deduct from the contract price agreed liquidated damages sum equivalent to 0.5% of the offered price of the delayed services up to a maximum deduction of 10% of the delayed services. Thereafter NACC may consider termination of the contract.

3.20 Confidentiality

The Parties acknowledge that during the course of this Agreement they shall have access to financial, legal, marketing, technical and other knowledge and information pertaining to the Parties' business affairs (hereinafter referred to as "Confidential Information").

The Confidential Information herein described shall be kept confidential and shall not without the prior written consent of its owner, be disclosed by the other Party, its representatives, employees and/or agents, to any person or in any manner whatsoever, in whole or in part and shall not be used by the Parties or such representatives, employees and/or agents other than in connection with this Agreement. Moreover the Parties shall be responsible for any breach of this clause by their representatives, employees and/or agents.

Such Confidential Information shall so remain until such information becomes part of public domain through no fault or breach of this Agreement. The terms of this Agreement shall also be held confidential by the Parties.

3.21 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 CONTRACT SUM |
| 3.8 | Specify method and conditions of performance; A BANK GUARANTEE OR SUCH INSURANCE GUARANTEE APPROVED BY THE PPRA. FORFEITURE ON NON PERFORMAMNCE |
| 3.9 | Specify price adjustments Allowed; NOT APPLICABLE |
| 3.14 | Specify resolution of disputes: NEGOTIATION, ARBITRATION IN NAIROBI |
| 3.17 | Specify applicable law: KENYAN LAW |
| 3.21 | Indicate addresses for communication/notices; National AIDS Control Council (NACC) Landmark Plaza, 9th Floor Argwings Kodhek Road P. O. Box 61307 – 00200 NAIROBI (KENYA) TEL: +254-020-2715109/2711261/2715144 |

SECTION V – SCHEDULE OF REQUIREMENTS

Terms of Reference for design, layout, production and mounting of a NACC branded Digital Bill board

1.0 Background

The mission of the National AIDS Control Council (NACC) is to provide policy and a strategic framework and leadership for mobilizing and coordinating resources for prevention of HIV transmission and provision of care and support to the infected and affected in Kenya. In so doing the NACC engages different audiences through various appropriate communication channels. This is critical to ensure effective communication and delivery of messages to the targeted audiences.

Outdoor advertising through billboards and signage is one of the cost effective ways of communication. Besides providing a platform to reach a large audience, digital billboards are strategic in boosting the exposure of HIV and AIDS messages to target audiences, as well as enhancing visibility of the NACC. Mounting of digital billboards at vantage points with high human traffic also reinforces reception and retention of the intended messages among the targeted audiences. This is useful in ensuring desired change is achieved.

Thus the NACC has planned to use digital billboards to reach men with HIV messages, rallying them to support elimination of mother to child transmission programme. This is in response to current data that indicates marginal increase of Mother to Child Transmission cases with men being identified as a priority population.

The NACC seeks the services of a contracted firm to undertake the designing, layout, production and mounting of branded digital billboard.

2.0 Scope

The contracted firm will be expected to design, produce and mount billboards with approved HIV message at strategic points with high human traffic in Nairobi County. Besides identifying vantage points the contracted firm will be expected to confirm availability of space for mounting the billboard for a period of not less than 3 months.

3.0 Key tasks

- Identify and confirm availability of space for mounting the digital billboards for 3 months
- Seek approval of the relevant authorities including county government licensee fee on mounting a billboard.
- Design a prototype of a billboard with approved messages and pictures for approval
- Produce the digital billboard with approved HIV message
- Coordinate display of the digital billboard on agreed intervals per day/hour as well as total period of the contract.

4.0 Deliverables

- Proposed artwork for digital billboard
- A creatively designed **digital** billboard with approved HIV messaging
- Mounted billboard at the identified location with in Nairobi county for a period of three months

5.0 Qualifications and Experience

- A reputable firm with over five (5) years demonstrated experience in production of digital billboards
- The must demonstrate ownership of digital billboards at strategic points in Nairobi county.
- Evidenced knowledge of conceptualization, development and production of outdoor communication material

- Firm must have a professional graphic designer with minimum diploma certification, and with minimum 3 years experience in designing large format printouts.
- Proven record to have successfully undertaken two (2) similar assignments with reputable organizations

5.0 Time Frame

Design, production and mounting of the digital billboard is expected to take one (1) week. The billboard will be mounted for a period of three (3) months.

6.0 Payment

All payment will be made after delivery of the project with 50% of the quoted sum made once the Billboard is up and running, while the remaining 50% will be paid at the end of 3 months period.

7.0 Reporting

The contracted firm will report to the NACC Chief Executive Officer through the Head of Communication.

1. PRELIMINARY EVALUATION - MANDATORY CRITERIA

| No | Requirements | PASS /FAIL |
|----|---|------------|
| 1. | Certificate of Registration / Incorporation | |
| 2. | Duly Filled Confidential Business Questionnaire | |
| 3. | Valid Tax Compliance Certificate | |
| 4. | Duly executed Self Declaration on Debarment | |
| 5. | Duly executed Anti-Corruption f Declaration | |
| 6. | Valid Business Permit | |

2. TECHNICAL EVALUATION CRITERIA

| No | Requirements | PASS /FAIL |
|----|--|------------|
| 1. | Proven record to have successfully undertaken two (2) similar assignments with reputable organizations (Attach Contract/LSO and Completion Certificate | |
| 2. | Firm must have a professional graphic designer with minimum diploma certification, and with minimum 3 years' experience in designing large format printouts (Attach CV and Copies of academic and contract of engagement with the staff) | |
| 3. | A reputable firm with over five (5) years demonstrated experience in production of digital billboards | |
| 4. | Evidenced knowledge of conceptualization, development and production of outdoor communication material | |
| 5. | The must demonstrate ownership of digital billboards at strategic points in Nairobi county. | |

3. FINANCIAL EVALUATION

- The bidder meeting the requirements and with the least cost bid will be commended for award.
- The advertising and licensing cost from the County Government should be inclusive but indicated in a separate column for a period of 9 months.

SECTION VII- STANDARD FORMS

Notes on standard forms

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

SECTION VI - STANDARD FORMS

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

FORM OF TENDER (MANDATORY)

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of_____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

| Item | Item Description | Quantity & quality (square feet) | Duration | Unit Price | Total Price EXW per item (cols. 4x5) | Unit Price of other incidental services payable |
|------|------------------|----------------------------------|----------|------------|--------------------------------------|---|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |

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)

in the presence of _____.

NATIONAL AIDS CONTROL COUNCIL

CONFIDENTIAL BUSINESS QUESTIONNAIRE (MANDATORY)

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

| |
|---|
| <p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,..... Street/Road</p> <p>Postal address Tel No. Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers.....</p> <p>Branch.....</p> |
|---|

| | | | | |
|--|---|-------------|---------------------|--------|
| | Part 2 (a) – Sole Proprietor | | | |
| | Your name in full.....Age..... | | | |
| | Nationality.....Country of Origin..... | | | |
| | Citizenship details | | | |
| | Part 2 (b) – Partnership | | | |
| | Given details of partners as follows | | | |
| | Name | Nationality | Citizenship details | Shares |
| | 1. .... | ..... | ..... | ..... |
| | 2. .... | ..... | ..... | ..... |
| | 3. .... | ..... | ..... | ..... |
| | 4. .... | ..... | ..... | ..... |
| | Part 2 (c) – Registered Company | | | |
| | Private or Public | | | |
| | State the nominal and issued capital of company | | | |
| | Nominal Kshs. | | | |
| | Issued Kshs. | | | |
| | Given details of all directors as follows | | | |
| | Name | Nationality | Citizenship details | Shares |
| | 1. .... | ..... | ..... | ..... |
| | 2. .... | ..... | ..... | ..... |
| | 3. .... | ..... | ..... | ..... |
| | 4. .... | ..... | ..... | ..... |
| | Date.....Signature of Candidate..... | | | |

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank] (*Amend accordingly if provided by Insurance Company*)



PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

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

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

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

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

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)



BANK GUARANTEE FOR ADVANCE PAYMENT

To..... [name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2

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



SELF DECLARATION FORMS (r 62) (MANDATORY)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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 P. O. 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 hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD₂
SELF DECLARATION FORMS (r 62) (MANDATORY)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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 hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)
Bidder's Official Stamp

BANK DETAILS FORM

Provide the following bank details for electronic transfer purposes

Name of the Bidder.....

Bank Name

Bank Branch Name

Bank Code

Bank Account

Bank Signatory(s)

.....

PIN Number

VAT Number

VALID KRA TCC No.....

Signed/ date.....

TENDER/BID SECURING DECLARATION (FOR AGPO REGISTERED FIRMS)

TENDER SECURING DECLARATION FORM

[The Tenderer shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Proposal Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Client]

I, the undersigned, declare that:

I understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of 2years starting on [insert date], if I am in breach of my obligation(s) under the bid conditions, because I –

have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or

having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or

I understand that this Bid Securing Declaration shall expire if I am not the Successful Bidder, upon the earlier of:

My receipt of a copy of your notification of the name of the successful Bidder; or

Thirty days after the expiration of validity of my Tender.

Signed: [insert signature of the consultant]

Dated on day of, [insert date of signing]

UNDERTAKING TO COMPLY WITH LABOUR LAWS AND WAGE

REGULATION GUIDELINES (MANDATORY)

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

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.

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract. The key indicators on compliance for this are

Payment of salaries in time- there should be no complaints from your staff of delayed salaries.

Procuring entity may make Impromptu request for a tac Compliance certificates from KRA and the same shall be submitted within seven days.

Procuring entity may make Impromptu request for a Compliance certificates from NSSF and the same shall be submitted within seven days.

Procuring entity may make Impromptu request for a for Compliance certificate from NHIF and the same shall be submitted within seven days.

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

Bidder's Official Stamp

