



**NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY (NEMA)**

**PRE-QUALIFICATION DOCUMENT FOR**

**REPAIRS & MAINTENANCE OF BUILDINGS, PLUMBING AND RENOVATION  
WORKS.**

**PRE-QUALIFICATION NO. NEMA/PQ/07/2018-2019.**

Information contained in this document is provided strictly to assist prospective bidders in their bid preparation. Any other use or disclosure to a third party is restricted and requires prior permission from National Environment Management Authority (NEMA)

**APRIL 2018.**

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**SECTION 1: INVITATION FOR PREQUALIFICATION**

**DATE: 24/04/2018**

**PRE-QUALIFICATION REF. NO: NEMA/PQ/07/2018-2019**

**PRE-QUALIFICATION CATEGORY: REPAIRS AND MAINTENANCE OF BUILDINGS, PLUMBING AND RENOVATION WORKS.**

1.1 NEMA invites sealed bids from eligible candidates for **Repairs & Maintenance of Buildings, Plumbing and Renovation Works.**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at NEMA headquarters procurement section during normal working hours.

1.3 A complete set of tender documents may be obtained by interested bidders by downloading from NEMA's website [www.nema.go.ke](http://www.nema.go.ke) or from the IFMIS website [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) (free of charge). Bidders who will download the tender documents must forward their company details to; [procurement@nema.go.ke](mailto:procurement@nema.go.ke) in order to facilitate subsequent clarifications and/or addendum. The particulars should include Name of the Firm, Address, Telephone Number, Email and Pre-Qualification Category Number and Pre-Qualification Category Name.

The tender documents may also be obtained from NEMA Headquarters Procurement Section upon payment of a non-refundable fee of KShs. 1,000/= in Bankers Cheque or CASH Deposits payable to **NEMA Revenue Account, KCB – KICC Branch, Account Number 1102298158**. The deposit slip should be submitted at the NEMA Head Quarter's Cash Office.

1.4 Completed prequalification documents are to be enclosed in plain sealed envelopes marked with the reference number and be deposited in the Tender Box at NEMA headquarters or to be addressed to:

**THE DIRECTOR GENERAL,  
NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY,  
ELLAND HOUSE, POPO ROAD, OFF MOMBASA ROAD,  
P.O BOX 67839-00200 NAIROBI.**

So as to be received on or before **9<sup>th</sup> May 2018 at 11:00 A.M.**

1.5 Prices quoted should be net inclusive of all taxes and delivery costs and must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at NEMA Headquarters.

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 ELIGIBLE TENDERERS**

2.1.1 This invitation for Prequalification of Tenders is open to all tenderers eligible as described in the invitation for prequalification.

2.1.2 The Procuring entity's employees, Committee members, Board Members and their relatives (Spouse and Children) are not eligible to participate in this prequalification exercise.

2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.1.4 Tenderers shall not be involved in any litigation issues with the Government of Kenya

2.1.5 Tenderers shall be fully compliant with the existing Environmental Regulations.

### **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 Ksh.5,000/=.

2.2.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.2.4 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.

## **2.3 CLARIFICATION OF DOCUMENTS**

- 2.3.1 A prospective tenderer requiring any clarification of the tender document may notify the procuring entity in writing or by post at the entity's address indicated in the invitation to tender. The procuring entity will respond in writing to any request for clarification of the tender documents which it receives, not later than seven (7) days prior to the deadline for the submission of tenders prescribed by the procuring entity.
- 2.3.2 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.

## **2.4 AMENDMENTS OF DOCUMENTS**

- 2.4.1 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 amendment.
- 2.4.2 All prospective candidates that have received the tender documents will be notified of the amendments in writing or by post and will be binding on them.
- 2.4.3 In order to allow prospective tenderers reasonable time in which to take the amendments into account in preparing their tenders, the procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.5 TENDERERS ELIGIBILITY AND QUALIFICATIONS**

- 2.5.1 The tenderer shall furnish as part of its prequalification, documents establishing the tenderers eligibility to tender and its pre-qualifications to perform the contract if its tender is accepted.
- 2.5.2 The documentary evidence of the tenderers eligibility to tender shall establish to the procuring entity's satisfaction that the tenderer at the time of submission of its tender, is from an eligible source.
- 2.5.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the procuring entity's satisfaction;
- (a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer does not manufacture or otherwise

produce, the tenderer has been duly authorized by the goods manufacturer or producer to supply the goods.

- (b) That the tenderer has the financial, technical, and production, capability necessary to perform the contract.

## **2.6 SEALING AND MARKING OF TENDERS**

2.6.1 The tenderer shall seal the original and 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.

2.6.2 The inner and outer envelopes shall:-

- (a) Be addressed to the procuring entity at the address given below:-

**Director General,  
National Environment Management Authority,  
P.O. Box 67839-00200,  
NAIROBI.**

- (b) Bear the **Prequalification Number** and **Category of Items** tendering for and the words “**DO NOT OPEN BEFORE 9<sup>th</sup> May 2018 at 11:00A.M.** as indicated in the tender notice.

2.6.3 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”.

2.6.4 If the outer envelope is not sealed and marked as required by paragraph 2.6.2 the procuring entity will assume no responsibility for the tenders’ misplacement or premature opening.

## **2.7 DEADLINE FOR SUBMISSION OF TENDERS**

2.7.1 Tenders must be received by the procuring entity at the address specified under paragraph 2.6.2 not later than **9<sup>th</sup> May 2018 at 11.00 a.m.**

2.7.2 The procuring entity may at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.4 in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## **2.8 OPENING OF TENDERS**

2.8.1 The procuring entity will open all tenders in the presence of tenderers or their representatives who choose to attend on **9<sup>th</sup> May 2018 at 11.00a.m** in the **Main Conference Room, NEMA Headquarters.**

The tenderers or their representatives present shall sign a register evidencing their attendance.

2.8.2 The procuring entity will prepare minutes of the tender opening.

## **2.9 CLARIFICATION FROM TENDERERS**

2.9.1 To assist in the 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 substance of the tender shall be sought, offered or permitted.

2.9.2 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.

## **2.10 PRELIMINARY EXAMINATION**

2.10.1 The procuring entity will examine the tenders to determine whether they are complete, whether any errors have been made, whether the documents have been properly signed and whether the tenders are generally in order.

2.10.2 The procuring entity may waive any minor informality or non-conformity 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.

2.10.3 Prior to the detailed evaluation, 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.

2.10.4 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 non-conformity.

## **2.11 EVALUATION AND COMPARISON OF TENDERS**

- 2.11.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.11.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.11.3 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.
- 2.11.4 The procuring entity reserves the right to accept or reject any tender, and to annual 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.

## **2.12 NOTIFICATION OF AWARD**

- 2.13.1 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.
- 2.13.2 The notification of award will constitute the initial formation of contract but MUST have to wait until the contract is finally signed by both parties where applicable.

## **2.13 CORRUPT OR FRAUDULENT PRACTICES**

- 2.13.3 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows:-
  - (i) "corrupt practices" – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
  - (ii) "fraudulent practice" – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring entity and includes collusive practice among tenderers (prior to or after tender submission).

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

#### **APPENDIX TO INSTRUCTIONS TO TENDERERS**

Eligible to tenderers:

1. Must be a Registered Company, having been in the relevant business for NOT LESS THAN THREE (3) YEARS. (Attach a copy of Certificate of Incorporation / Registration)
2. Must be financially stable (attach Audited Accounts for the past two (2) years.
3. Must have adequate relevant Technical Capacity.
4. Must have adequate business facility and equipment (attach list of equipment).
5. Must have accessible business premises (attach copies of utility bills e.g. electricity / water or lease agreement).
6. Must not have been debarred from participating in tender, procurement proceedings in public institutions (complete, sign and stamp the Declaration Form on page 14).
7. Must be Tax Compliant (attach VAT, PIN & Tax Compliance Certificate).
8. Certificate from Kenya Bureau of Standards will be an added advantage.
9. Must attach a copy of the **OFFICIAL NEMA RECEIPT**.
10. Must attach a copy of a valid Single Business Permit.
11. Must attach Letters of Recommendation from at least three (3) of their major clients.
12. Must attach a Company Profile to include Management Team and Board of Directors.
13. Must attach Evidence of possession of Electronic Tax Registers.
14. Must complete the attached Confidential Business Questionnaire.
15. Should attach Certificates from affiliated bodies/associations.
16. Should attach evidence of Adherence to Environmental Regulations.

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

### **3.1    Definitions**

3.2    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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
  
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
  
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.3    Application**

**3.3.1** These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.4    Country of Origin**

**3.4.1** For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

**3.4.2** The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.5 Standards**

**3.5.1** The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.6 Use of Contract Documents and Information**

**3.6.1** The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

**3.6.2** The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

**3.6.3** Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.7 Patent Rights**

**3.7.1** 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 Goods or any part thereof in the Procuring entity's country

### **3.8 Performance Security**

**3.8.1** Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the

performance security in the amount specified in Special Conditions of Contract.

- 3.8.2** 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.
- 3.8.3** 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.8.4** 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 obligations under the Contract, including any warranty obligations, under the Contract

### **3.9 Inspection and Tests**

- 3.9.1** The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.
- 3.9.2** The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 3.9.3** Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the

tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

**3.9.4** The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

**3.9.5** Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.10 Packing**

**3.10.1** The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

**3.10.2** The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.11 Delivery and Documents**

**3.11.1** Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.12 Insurance**

**3.12.1** The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

### **3.14. Assignment**

3.14.1 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

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 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 deliver any or all of the goods 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure.**

3.20.1 The tenderer 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.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured.

In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.9.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

**SECTION V - TECHNICAL SPECIFICATIONS**

**5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
  - (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

**5.2 TECHNICAL EVALUATION FORM**

The tenderer is expected to complete Part 1 and Part 2 of this form.

**PART 1 GENERAL INFORMATION**

Tenderer's Name.....
Postal Address.....
Telephone.....
Physical Address.....
Prequalification No.....
Prequalification Description.....

**SUPPLIER'S DEFINITION FORM**

1.	Company/Business Name	
2.	Physical location & street	
3.	Post Office Address with code	
4.	Valid Email address	
5.	Active Telephone/Mobile Number	
6.	KRA PIN	
7.	<p><i>Please indicate where applicable, the certificate number and validity period:</i></p> <p><b>Business Classification and Certificate Number</b></p>	
8.	<b>LIST OF DIRECTORS</b>	
	<b>NAME</b>	<b>POSTAL ADDRESS</b>
		<b>TELEPHONE ADDRESS</b>

## **PART 2 TECHNICAL EVALUATION**

### **Stage I: Mandatory Requirements**

(Tick where applicable in response to the requirements below)

No	Requirements	YES/NO
1	Copy of Certificate of Registration / Incorporation	
2	Form CR12/BN2	
3	Copy of VALID Tax compliance Certificate	
4	Copy of VALID NCA License	
5	Duly Filled Confidential Business Questionnaire	
6	Audited Financial Statements for the last three years	
7	Supply of Goods on Credit	
8	Valid Single Business Permit	
9	Supplier's Definition Form	

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

### **Stage II: Technical Evaluation Criteria**

This section will be marked out of 80% and will determine the technical score.

	<b>EVALUATION CRITERIA</b>	<b>Maximum%</b>	<b>Awarded %</b>
1	Evidence of physical address and premises	5	
2	Copy of valid list of directors- Form CR12/BN2	5	
3	Number of years in the business-Experience (at least 3 years)	6	
4	Certified Audited Accounts for the last 3years	6	
5	Technical Capacity: Working Equipment/facilities	8	
6	Valid Tax Compliance Certificate	5	
7	Written confirmation that the client has not been debarred as a supplier, service provider or consultant for goods and services in Kenya	5	

8	Company Profile (Management Team, Board of Directors, Key Technical and Operations Staff and their Qualifications)	5	
9	Litigation History Disclosure	4	
10	Complete Confidential Business Questionnaire	6	
11	Letters of recommendation from 3 major clients.	6	
12	National Construction Authority (NCA) Certificate	7	
13	Value of Business Firm can handle:-Less than Ksh.200,000 - 1; Ksh.200,000 to Ksh.500,000 - 3; Ksh.500,000 and above – 6	6	
	Credit facility:-30 days - 2; 60 days – 6	6	
	<b>TOTAL</b>	<b>80%</b>	

Only those tenderers who score at least 70% will proceed to the next stage of Financial Evaluation. The procuring entity intends to prequalify only the top ten (10) of the most responsive bidders should the number of respondents be higher than this.

A combination of both technical and financial evaluation may be used to achieve this. Financial Evaluation may involve the application of financial formulae and ratios.

## **SECTION VI - STANDARD FORMS**

### **Notes on the sample Forms**

**1. Form of Tender** - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

**2. Confidential Business Questionnaire Form** -This form must be completed by the tenderer and submitted with the tender documents.

**3. Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

**4. Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

**5. Performance Security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

**6. Bank Guarantee for Advance Payment Form**-When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

**7. Manufacturers Authorization Form** -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**6.0 FORM OF TENDER**

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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(Insert equipment description)* 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....  
.....*( Procuring entity)*.

4. We agree to abide by this Tender for a period of ..... *[Number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 6.1 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

### 1. COMPANY DETAILS.

- a) Business Name:.....
- b) Nature of Business:.....
- c) Location of Business Premises:  
Plot Number/Building:.....Road/ Street:.....  
Postal Address:.....  
Tel No:.....  
Fax No.....  
E- mail Address:.....  
Contact Person & Tel. No.....:

**(Please Attach Company Profile)**

- d) Registration Certificate No.....(Please attach copy)
- e) CR12/BN2 Form.....(Please attach copy)
- f) Current Trade Licence No.....(Please attach copy)
- g) PIN No.....(Please attach copy)
- h) Tax Compliance Certificate No. ....(Please attach copy)
- i) VAT No.....
- j) Year Established.....
- k) Maximum value of business which you can handle at any one time  
KShs.....
- l) Number of Staff employed.....
- m) Credit Period ..... Days

### 2(a) – Sole Proprietor:

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details.....

**2(b) – Partnership**

Give details of partners as follows

<b>Name</b>	<b>Nationality</b>	<b>Citizenship Details</b>	<b>Shares</b>
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

*If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration*

**Part 2(c) – Registered Company:**

Private or Public

.....

**3. LIST OF CORPORATE CLIENT CUSTOMERS AND THEIR ADDRESSES, TELEPHONE NUMBERS AND CONTACT PERSON.**

- (a) Company .....
- Address .....
- Tel.....
- Contact Person.....
- Designation.....
- (b) Company .....
- Address .....
- Tel.....
- Contact Person.....
- Designation.....
- (c) Company .....
- Address .....
- Tel.....
- Contact Person.....
- Designation.....

(d) Company .....  
Address .....  
Tel.....  
Contact Person.....  
Designation.....

(e) Company .....  
Address .....  
Tel.....  
Contact Person.....  
Designation.....

**4. Financial Information**

Name of your Bankers.....  
Bank Branch.....  
Bank Account No.....

5. Have you previously been providing any services to NEMA?

Yes

No

6. I/We the undersigned state that the above information is correct and that I/We give National Environment Management Authority to seek any other references concerning my/our company from whatever sources deemed e.g. company registrar's office, banks etc.

Name.....

Designation.....

Signature.....

Date.....

Company's Rubber Stamp.....

## 6.2 TENDER SECURITY FORM

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”), 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 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 bank*]\_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

### 6.3 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 goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

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 tender hereby covenants with the Procuring entity to provide the goods 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 provisions of the goods 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 \_\_\_\_\_)

*(Amend accordingly if provided by Insurance Company)*

**6.4 PERFORMANCE SECURITY FORM**

To .....  
[Name of 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 of goods]  
(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 figure] 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 you 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 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[Name of bank or financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

**6.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[Name of Procuring entity]  
[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 institutions], 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 there-under 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 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]

**6.6 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 of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 
- 1.
- 2.
- etc

SIGNED ..... (Applicant)

Dated on.....day of ...../...20...

**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary

**6.8 TENDERER'S DECLARATION**

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Date:.....

To:

The Director General,  
National Environment Management Authority  
P.O. Box 67839 – 00200,  
Nairobi, KENYA.

Ladies and Gentlemen,

We, the undersigned declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.

Yours Sincerely,

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

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

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**FOR OFFICIAL USE ONLY**

The Evaluation Committee makes the comments below based on the findings about the tenderer:

.....  
.....  
.....  
.....  
.....

**ACCEPT THE FIRM**

**REJECT THE FIRM**

**Signature of Team Leader**.....

**Date**.....