



NACADA
FOR A NATION FREE FROM ALCOHOL AND DRUG ABUSE

TENDER DOCUMENT

FOR

PROVISION OF INTERNET SERVICES TO NACADA

TENDER NO: NAC/OT/06/2020-2021

THE CHIEF EXECUTIVE OFFICER

**NATIONAL AUTHORITY FOR THE CAMPAIGN AGAINST ALCOHOL AND DRUG
ABUSE**

BOX 10774-00100 NAIROBI

CLOSING DATE: Monday, 30th November 2020 at 11.30 Am

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1 SECTION I – INVITATION TO TENDER

Date: 17th November 2020

Tender No: NAC/OT/06/2020-2021

Tender name: Provision of Internet Services for NACADA

NACADA invites sealed tenders from eligible candidates to tender for Provision of Internet Services for a period of three (3) years renewable each year subject to performance appraisal.

Interested eligible bidders may download the tender document from www.nacada.go.ke/tenders or www.tenders.go.ke

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **120** days from the Opening date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at NACADA HQ Office, **NSSF Building, Block A, Eastern Wing, 18th Floor.** or be addressed to;

The Chief Executive Officer

National Authority for The Campaign Against Alcohol and Drug Abuse,

P.O. Box 10774, 00100

NAIROBI

so as to be received on or before **Monday, 30th November 2020 at 11.30 Am**

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

SIGNED FOR:

Chief Executive Officer, NACADA

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 NACADA'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 33 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 NACADA 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 NACADA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 There shall be no price to be charged for the tender document.

2.2.3 NACADA shall allow the tenderer to review the tender document.

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 securing declaration
- 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 NACADA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. NACADA 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 NACADA. 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 NACADA 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, NACADA, 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, NACADA, 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 NACADA, 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

2.7.1 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.

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 NACADA 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 NACADA'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 as prescribed in the appendix to instruction to tenderers
- 2.12.3 The tender security is required to protect the NACADA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 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) Such insurance guarantee approved by the Authority.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the NACADA as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the NACADA.
- 2.12.7 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.
- 2.12.8 The tender security may be forfeited:
- a) If a tenderer withdraws its tender during the period of tender validity specified by the NACADA 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 NACADA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NACADA as non-responsive.

2.13.2 In exceptional circumstances, NACADA 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 one copy of the tender, clearly marked as appropriate.

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 un-amended 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 tender in an envelope, duly marking the envelope as directed in this document.

2.15.2 Be addressed to NACADA at the address given in the invitation to tender

2.15.3 Bear tender number and name in the invitation to tender and the words:
"DO NOT OPEN BEFORE **Monday, 30th November 2020 at 11.30 Am**

2.15.4 The envelope shall not indicate the name and address of the tenderer.

2.15.5 If the envelope is not sealed and marked as required by paragraph 2.15.2, the NACADA 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 NACADA at the address specified under paragraph 2.15.2 no later than **Monday, 30th November 2020 at 11.30 Am**

2.16.2 NACADA 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 NACADA 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 NACADA 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 NACADA 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 no 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 2.12.8.

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

2.17.6 NACADA 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 NACADA will open all tenders in the presence of tenderers' or their representatives who choose to attend, in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 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 NACADA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 NACADA 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 NACADA 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 NACADA in NACADA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 NACADA 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 Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

2.20.3 NACADA 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 NACADA 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. NACADA'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 NACADA 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, NACADA 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 NACADA 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 NACADA'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 2.22.3 the following evaluation methods will be applied:

a) Operational Plan.

The NACADA requires that the services under the Invitation for Tenders shall be performed within the time specified in the tenderer's work plan. Tenders will be compared among each other to evaluate the most favorable implementation period with regard to the scope of the assignment those with unrealistically long or short delivery periods 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. NACADA 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 NACADA

2.23.1 Subject to paragraph 2.19, no tenderer shall contact NACADA 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 NACADA 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

2.25 Post qualification

2.25.1 In the absence of pre-qualification, NACADA 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.

2.25.2 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 NACADA deems necessary and appropriate.

2.25.3 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 NACADA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.26 Award Criteria

2.26.1 Subject to paragraph 2.29 NACADA 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.

2.26.2 NACADA 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 NACADA's action. If NACADA determines that none of the tenderers is responsive; NACADA shall notify each tenderer who submitted a tender

2.26.3 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.

2.27 Notification of award

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

2.27.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and NACADA pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, NACADA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.6.

2.28 Signing of Contract

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

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

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

2.29 Performance Security

2.29.1 Within thirty (30) days of the receipt of notification of award from NACADA, 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 NACADA.

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

2.30 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO SECTION II - INSTRUCTIONS TO THE TENDERER

Instruction to Tenderers Reference	Particulars Of Appendix To Instructions To Tenders
Paragraph 2.1	The tender is open to all bidders who meet the requirement indicated in the evaluation criteria
Paragraph 2.1.1	Provision of Internet Services to NACADA
Paragraph 2.1.4	Bidders to submit declaration statement on corrupt and fraudulent practices
Paragraph 2.9.3	The tender prices shall remain fixed during the contract period.
Paragraph 2.9.4	There will be no price variations during the contract period.
Paragraph 2.10.1	Prices shall be quoted in Kenya Shillings.
Paragraph 2.12.1	Tender security shall be Kshs.100,000/- in the form of a bank Guarantee or from insurance firm approved by PPRA.
Paragraph 2.13.1	Tenders shall remain valid for 120 days from the date of submission of the tender
Paragraph 2.15.1 (a)	The address of submission of tenders is: The Chief Executive Officer National Authority for the campaign against alcohol and drug abuse, P.O Box 10774-00100, Nairobi. 18th floor NSSF Building, Bishops Road, Block A, Eastern Wing
	<p style="text-align: center;"><u>Evaluation Criteria</u></p> <p style="text-align: center;"><u>Stage 1- Preliminary Evaluation</u></p> <p>Each firm must satisfy the following mandatory requirements failure to which their tender shall be Non-Responsive</p> <ul style="list-style-type: none"> • Submit certified copy of Certificate of Registration or Incorporation by commissioner of oaths. • Submit current tax compliance certificate from Kenya Revenue Authority. • Submit Dully filled, signed and Stamped form of tender. • Must Attach a tender security of Ksh 100,000 from bank or approved insurance firm by PPRA. • Submit a dully filled, signed, and stamped self-declaration form that you are not debarred to participate in public procurement proceedings as per the provided format. • Submit a dully filled, signed, and stamped self-declaration form that you will not participate in any corrupt practices as per the provided format. • Submit a dully filled, signed and Stamped confidential business questionnaire. • Submit a tape bound document that is sequentially serialized.

- Submit Registration Certificate with Communication Authority
- Submit Certified copy of CR 12 Certificate.
- Submit Certified Copies of ALL the IDs of the directors as provided for on the CR 12

STAGE I - Technical Compliance

Any response with a “NO” answer and without an alternative provided will be considered to be non-responsive and will not proceed to evaluation stage II.

Technical Attribute	Region	Coordinates	Fiber coverage in proximity (Yes/No)
Provide the fiber coverage in each of the towns listed by either acknowledging its availability or not	Nairobi	-1.289894, 36.812079	
	Kisumu	-0.10883861, 34.75047201	
	Nakuru	-0.28736, 36.071793	
	Eldoret	-0.519483, 35.274686	
	Kakamega	-0.277916, 34.757725	
	Mombasa	-4.0638612, 39.6733441	
	Nyeri	-0.42079726, 36.94632679	
	Garissa	-0.473696, 39.646845	
	Embu	-0.52312, 37.45344	
	Miritini, Mombasa	-4.01303, 39.59908	

STAGE II - Technical Evaluation

TS No	Evaluation Criteria	Score
TS 1	Provide five (5) public clients references where you have provided similar services. Attach reference letters on clients letter head. 5mks each	25
TS 2	Provide certificate and CV for Atleast 3 key personel. 10 marks for each personel with a Minimum Degree certificate in Computer Science and/or Telecommunication engineering, Relevant hardware and software certification for Cisco networks (provide copies of certificates) and 3 years working experience in a related field	30

	TS 3	Provide an adequacy work plan and time frame for the assignment	25
	TS 4	Provided Audited books of account for the Last one year i.e 2019	10
	TS 5	Provision of registration evidence with the industry Regulatory Authority	10
	<p><i>Firms that score at least 70% and above in the technical evaluation will proceed to the final stage of financial evaluation. Firms that score less than 70% shall be rejected at this stage.</i></p> <p><i>Stage 3—Financial Evaluation</i> <i>The evaluation process will involve comparison of prices and the bid with the lowest price at this stage will be recommended for award of the tender.</i></p>		
<i>Paragraph b) 2.24.1</i>	<i>Award will be based on the lowest evaluated bid.</i>		
<i>Paragraph 2.27.1</i>	<i>The Performance security shall be equal to five (10 %) per cent of the total tender price. This shall be furnished by the awarded bidder only before signing of the contract.</i>		

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- i. "The contract" means the agreement entered into between NACADA 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.
- ii. "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- iii. "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to NACADA under the Contract.
- iv. "NACADA" means the organization sourcing for the services under this Contract.
- v. "The contractor means the individual or firm providing the services under this Contract.
- vi. "GCC" means general conditions of contract contained in this section
- vii. "SCC" means the special conditions of contract
- viii. "Day" means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

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

3.4 Patent Right's

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

3.5 Performance Security

- 3.5.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to NACADA the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to NACADA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to NACADA and shall be in the form of:
 - a) A bank guarantee.
 - b) Such insurance guarantee approved by the PPRA
- 3.5.4 The performance security will be discharged by NACADA and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The NACADA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. NACADA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to NACADA.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, NACADA 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 NACADA.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

3.8.1 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 NACADA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

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

3.10 Termination for Default

3.10.1 NACADA 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 NACADA.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of NACADA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event NACADA 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 NACADA for any excess costs for such similar services.

3.11 Termination of insolvency

3.11.1 NACADA may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the

contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to NACADA.

3.12 Termination for convenience

3.12.1 NACADA 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 NACADA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination NACADA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

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

3.13.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

3.17.1 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

3.17.2 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
3.5	Performance security required will be 10% of the contract value from a reputable bank in the form of a bank guarantee.
3.7	The payments will be made within thirty (30) days from the receipt of invoice and after satisfactory performance of services
3.8	There shall be no price adjustment and variations in this contract
3.13	If both parties have been unable to resolve disputes amicably the provisions of the Arbitration Act of the laws of Kenya
3.16	The applicable law is the Laws of Kenya
3.17	The Address of the client is: National Authority For The Campaign Against Alcohol And Drug Abuse, NSSF Building Block "A" Eastern Wing 18 th Floor, PO Box 10774, 00100 NAIROBI

SECTION V – DESCRIPTION OF SERVICES

PROVISION OF INTERNET SERVICES AND (MPLS) CONNECTIVITY FOR NACADA

Terms of References

6.1 Introduction

This document sets out the Terms of Reference to be used by the successful tenderer/ firm tasked with undertaking the setting up and configuring internet and MPLS connectivity for NACADA.

The service provider is expected to adhere to and fulfill ALL the terms set out herein.

6.2 General

The National Authority for the Campaign Against Alcohol and Drug Abuse (NACADA) was established vide an Act of Parliament in July 2012 to coordinate a multi-sectoral effort aimed at preventing, controlling and mitigating the effects of alcohol and drug abuse in Kenya.

Towards fulfilling the above mandate, NACADA has set up regional offices across the country to ensure efficient delivery of service to all regions in Kenya. In order to enhance communication between the headquarters and the regional offices there is a need to have stable and cost effective channels through which this can be done. A need therefore exists to provide internet services and MPLS links between the HQ and the branches.

6.3 Details of Assignment

Core function

The Authority seeks to contract for services from suitably qualified provider/firm to set up and configure internet services and MPLS links to enhance communication between the head quarter and the regional offices.

Overall objective of the consultancy

The overall objective of the assignment is to provide internet and MPLS services for NACADA with the ultimate goal of enhancing communication over cost efficient channels and enabling sharing of resources such as internet services and VOIP connectivity.

6.4 Scope of services

To fulfill the above objective, NACADA is seeking to engage a suitable firm to provide internet and set up the MPLS service.

The provider's duties and responsibilities will include but will not necessarily be limited to

Conceptualizing and developing the MPLS and configuring routers and switches to enable VOIP:

The successful bidder will be required to carry out the following specific tasks:

- i. Provide 100 MB internet connectivity to NACADA at the Headquarter with a 99.9% uptime.
- ii. Provide MPLS links between NACADA office sites listed below:
 - a) NACADA Office at NSSF Building – Nairobi (HQ)
 - b) NACADA Office at NSSF Annex Office – Nairobi
 - c) NACADA Office at NSSF Building – Mombasa
 - d) NACADA Office at KVDA Plaza – Eldoret
 - e) NACADA Office at Kisumu County Headquarter building – Kisumu
 - f) NACADA Office at Nyeri County Commissioner's Complex – Nyeri
 - g) NACADA Office at Nakuru Regional Coordinators Office – Nakuru
 - h) NACADA Office at Western Regional Coordinators Office – Kakamega
 - i) NACADA Office at North-Eastern Regional Office Regional Coordinators Office – Garissa
 - j) NACADA Office at Eastern Regional Office Regional Coordinators Office – Embu
 - k) Miritini Rehab Centre in Miritini - Mombasa
- iii. The network will terminate on the Cisco 2951 router at the HQ and Cisco 2901 routers at the regional offices.
- iv. The connections between the sites shall be via WiMAX and/or fiber connectivity.
- v. The HQ link will backhaul and the loops between the HQ and regional offices as shown.

LOCATION	SERVICE	CAPACITY
NACADA Head Office	Primary Internet	100 Mbps
NACADA Head Office	MPLS Backhaul	90 Mbps
NACADA NSSF Annex B	MPLS	50Mbps

NACADA Nyeri	MPLS	3Mbps
NACADA Mombasa Office	MPLS	10Mbps
NACADA Eldoret	MPLS	10Mbps
NACADA Kisumu	MPLS	3Mbps
NACADA Nakuru	MPLS	3 Mbps
NACADA Kakamega	MPLS	3 Mbps
NACADA Garissa	MPLS	3 Mbps
NACADA Embu	MPLS	3 Mbps
Miritini Rehab	Internet	3 Mbps

vi. The office GPS coordinates are as listed below.

Office	Town	GPS Location
NSSF	Nairobi	-1.289894, 36.812079
NSSF	Nairobi	-1.29460755, 36.81268736
NSSF	Mombasa	-4.0638612, 39.6733441
KVDA Plaza	Eldoret	0.519483, 35.274686
PC Complex	Kisumu	-0.10883861, 34.75047201
Provincial	Nyeri	-0.42079726, 36.94632679
Regional Coordinators Office	Nakuru	-0.28736, 36.071793
Regional Coordinators Office	Kakamega	-0.277916, 34.757725
Regional Coordinators Office	Garissa	-0.473696, 39.646845
Regional Coordinators Office	Embu	-0.52312, 37.45344
Miritini Rehab	Mombasa	-4.01303, 39.59908

6.5 Institutional Arrangements

To coordinate execution of the exercise, the Authority will appoint officer(s) to work with _____ the _____ firm.

7.1 FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of NACADA]

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
.....
.....

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 **10%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by (NACADA).

4. We agree to abide by this Tender for a period of **120** 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 FOR THE SERVICES

Description of services	Amount quoted in Ksh inclusive of all taxes
Monthly charges for provision of internet service VAT inclusive	
One off set up / installation cost VAT inclusive	

NB: - The successful provider will offer the service for three-year renewable for each year subject to satisfactory performance.

Signature of tenderer _____

Tenderer's Rubber stamp _____

Date _____

7.2 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between[name of procurement entity] of[country of Procurement entity](hereinafter called "the NACADA") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the NACADA 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 NACADA's Notification of Award.
3. In consideration of the payments to be made by the NACADA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the NACADA to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The NACADA 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 NACADA)

Signed, sealed, delivered by _____ the _____ (for the tenderer)
in the presence of _____.

7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name

Location of Business Premises

Plot No,Street/Road

Postal addressTel No.Fax Email

Nature of

Business

Registration

Certificate

No.

Maximum value of business which you can handle at any one time –Kshs. Name of your bankers

Branch

	<p>Part 2 (a) – Sole Proprietor Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details </p>																				
	<p>Part 2 (b) – Partnership Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>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</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER-SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] 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 procuring entity on the Form; or
2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

7.4 PERFORMANCE SECURITY FORM

To:

[name of the NACADA]

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)

7.5 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 NACADA 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 NACADA 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 NACADA 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]

7.6 LETTER OF NOTIFICATION OF AWARD

Address of NACADA

_____ 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

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

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

1.THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal
Officer/Director of (insert name of the
Company) who is a Bidder in respect of Tender No.
for.....(insert tender title/description) for(insert
name of the Procuring entity) and duly authorized and competent to make this
statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been
debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge,
information and belief.

.....

.....

(Title) (Signature) (Date)

Bidder Official Stamp

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
Stamp

Bidder's Official

