



**KONZA TECHNOPSIS  
DEVELOPMENT AUTHORITY**

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**STANDARD TENDER DOCUMENT**

**TENDER NO. KOTDA/RFP/028/2019-2020**

**FOR**

**SUPPLY, DELIVERY, IMPLEMENTATION AND COMMISSIONING OF  
E-BOARD SOLUTIONS**

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**18<sup>th</sup> February 2020**

# TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
APPENDIX TO INSTRUCTIONS TO TENDERERS .....	15
SECTION III GENERAL CONDITIONS OF CONTRACT.....	17
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	22
SECTION V TECHNICAL SPECIFICATIONS.....	24
SECTION VI SCHEDULE OF REQUIREMENTS.....	40
SECTION VII PRICE SCHEDULE FOR GOODS.....	43
SECTION VIII STANDARD FORMS.....	44
8.1 FORM OF TENDER.....	45
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS	46
8.4 CONTRACT FORM.....	49
8.5 PERFORMANCE SECURITY FORM.....	50
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	51
8.7 MANUFACTURER'S AUTHORIZATION F O R M .....	52
8.8 LETTER OF NOTIFICATION.....	103

## SECTION I- INVITATION TO TENDER

Konza Technopolis Development Authority (KoTDA), now invites proposals from eligible tenderers for the following tender

No.	Reference	Description	Tender Security Kshs	Category	Closing Date
1.	KoTDA/RFP/028/2019-2020	Supply, Delivery, Installation and Commissioning of e-board solutions	100,000	Open	Wednesday 11 <sup>th</sup> March 2020 at 2:00pm

Tender document with detailed information may be viewed and downloaded from [www.konza.go.ke](http://www.konza.go.ke) website free of charge from **Tuesday 18<sup>th</sup> February 2020** to **Wednesday 11<sup>th</sup> March 2020**. Bidders who download the tender document from the website will be required to email their detailed contact information to [procurement@konza.go.ke](mailto:procurement@konza.go.ke) for recording, further clarifications and addenda. In addition, all addenda will also be posted on the website as they become available.

All questions/clarifications regarding the tender or offer of submission should be sent by email to [procurement@konza.go.ke](mailto:procurement@konza.go.ke) and copied to [ceo@konza.go.ke](mailto:ceo@konza.go.ke) by **Tuesday 3<sup>rd</sup> March, 2020** at 1700hrs local Kenyan time. No other email addresses shall be used and KoTDA shall not be liable if bidders choose to send their information and/or enquiries to other email addresses.

Tenderers shall submit **One Original** of tender documents in plain sealed envelopes, with the Tender Number clearly marked on the right-hand side corner and bearing no indication of tenderer's name and addressed to:

**The Chief Executive Officer  
Konza Technopolis Development Authority  
P.O Box 30519-00100  
NAIROBI**

and placed in the KoTDA Tender Box on the **7<sup>th</sup> Floor** of **Konza Complex Building, in Konza Technopolis, located along Mombasa road near Malili Township**, to reach the above address not later than **Wednesday 11<sup>th</sup> March 2020 at 2.00pm local time**.

Submitted bids will be opened publicly at the same venue shortly thereafter in the presence of the tenderers or their representatives who choose to attend.

Any form of canvassing will lead to automatic disqualification.

## SECTION II - INSTRUCTIONS TO TENDERERS

### Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Eligible Goods.....	5
2.3 Cost of Tendering.....	5
2.4 Contents of Tender Document.....	5
2.5 Clarification of Documents.....	6
2.6 Amendment of Documents.....	6
2.7 Language of Tender.....	6
2.8 Documents Comprising the Tender.....	7
2.9 Tender Forms.....	7
2.10 Tender Prices.....	7
2.11 Tender Currencies.....	7
2.12 Tenderers Eligibility and Qualifications.....	7
2.13 Goods' Eligibility and conformity to Tender Documents.....	8
2.15 Validity of Tenders.....	9
2.16 Format and Signing of Tenders.....	9
2.17 Sealing and Marking of Tenders.....	9
2.18 Deadline for Submission of Tender .....	10
2.19 Modification and Withdrawal of Tenders.....	10
2.20 Opening of Tenders.....	10
2.21 Clarification of Tenders.....	10
2.22 Preliminary Examination.....	11
2.23 Conversion to Single Currency.....	11
2.24 Evaluation and Comparison of Tenders.....	11
2.25 Preference	12
2.26 Contacting the Procuring Entity.....	12
2.27 Award of Contract.....	12
(a) Post qualification.....	12
(b) Award criteria.....	12
(c) Procuring Entity's Right to Vary Quantities.....	12
(d) Procuring entity's Right to Accept or Reject any or all Tenders	12
2.28 Notification of Award.....	13
2.29 Signing of Contract.....	13
2.30 Performance Security.....	13
2.31 Corrupt or Fraudulent Practices.....	13

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply, delivery, installation, implementation and commissioning of the solution by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Konza Technopolis Development Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 KoTDA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods/Solutions**

- 2.2.1 All solutions to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods/solutions are mined, grown, or produced. Goods/solutions are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of goods/solutions is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KoTDA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/= (Documents downloaded will not be charged).  
All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

### **2.4 The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Contract Form
- (ix) Performance Security Form
- (x) Bank Guarantee for Advance Payment Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire
- (xiii) Anti-corruption Affidavit

2.4.2 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.

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity through the email [procurement@konza.go.ke](mailto:procurement@konza.go.ke) and copied to the [ceo@konza.go.ke](mailto:ceo@konza.go.ke). 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. Written copies of KoTDA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender

2.5.2 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.

## **2.6 Amendment of Documents**

2.6.1 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.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and KoTDA, shall be written in English language, provided that 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.

## **2.8**

### **Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
  - (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with paragraph 2.14

## **2.9**

### **Tender Forms**

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10**

### **Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of KoTDA.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be **150 days** from the date of opening of the tender.

## **2.11**

### **Tender Currencies**

- 2.11.1 Prices shall be quoted in Kenya Shillings (Kshs.) unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12**

### **Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to KoTDA's satisfaction that the tenderer, at the



time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to KoTDA's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did 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; and
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13**

### **Solutions Eligibility and Conformity to Tender Documents**

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods/solutions shall consist of a statement in the Price Schedule of the country of origin of the goods, solutions and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the solutions;
  - (b) a list giving full particulars, including available source and current prices of solution components, special tools, etc., necessary for the proper and continuing functioning of the solutions and system following commissioning of the system by KoTDA; and
  - (c) a clause-by-clause detailed response on KoTDA's Technical Specifications demonstrating substantial responsiveness of the goods/solutions and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer

may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14**

### **Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.27
- or
- (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15**

### **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by KoTDA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KoTDA as non-responsive.

- 2.15.2 In exceptional circumstances, KoTDA 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 2.14 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

## **2.16 Format and Signing of Tender**

- 2.16.1 The bidder shall prepare three copies of the tender, clearly marking each "ORIGINAL TENDER", "COPY OF TENDER AND AN "EDITABLE WORD/PDF ELECTRONIC CD," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 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 authorized to sign the tender.
- 2.16.3 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.

## **2.17 Sealing and Marking of Tenders**

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL", "COPY" AND "ELECTRONIC COPY" The envelopes shall then be sealed.
- 2.17.2 All the envelopes shall:
- (a) be addressed to KoTDA at the address given in the Invitation to Tender:
  - (b) Sealed Original and Copy of the labelled **FINANCIAL PROPOSAL** and **TECHNICAL PROPOSAL** tender in TWO separate envelopes as **ORIGINAL** and **COPY for both Financial and Technical Bids.**
- 2.17.3 bear tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE WEDNESDAY, 11<sup>TH</sup> MARCH 2020.** 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".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, KoTDA will assume no responsibility for the tender's misplacement or premature opening.

- 2.18**
- Deadline for Submission of Tenders**
- 2.18.1 Tenders must be received by KoTDA at the address specified under paragraph 2.17.2 no later than **Wednesday 11<sup>th</sup> March, 2020**.
- 2.18.2 KoTDA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of KoTDA and candidates previously subject to the deadline will therefore be subject to the deadline as extended

- 2.19**
- Modification and Withdrawal of Tenders**
- 2.19.1 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 tenders, is received by KoTDA prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.7.
- 2.19.5 KoTDA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 KoTDA 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.

- 2.20**
- Opening of Tenders**
- 2.20.1 KoTDA will open all tenders in the presence of tenderers' representatives who choose to attend, at **2:00 p m** on **Wednesday 11<sup>th</sup> March 2020** and in the location specified in the Invitation to Tender.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as KoTDA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 KoTDA will prepare minutes of the tender opening.

- 2.21**
- Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders KoTDA 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence KoTDA in KoTDA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22**

### **Preliminary Examination**

- 2.22.1 KoTDA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 KoTDA 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 effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 KoTDA 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. KoTDA determination of a tender's responsiveness is to be based on the contents of the tender itself Without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by KoTDA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23**

### **Conversion to Single Currency**

- 2.23.1 Where other currencies are used, KoTDA will convert these currencies to Kenya Shillings (Kshs.) using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24**

### **Evaluation and Comparison of Tenders**

- 2.24.1 KoTDA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

- 2.24.3 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.

### **Public opening and evaluation of financial proposal**

After Technical Proposal evaluation, the Client shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the tenderers who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those bidders who choose to attend. The opening date shall not be sooner than one (1) day after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

The formula for determining the Financial Score (FS) shall be as shown in 2.22.1

### **II) Financial Evaluation**

Weightage: This section will carry a total of 20% of the overall evaluation score.

Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each.

The formula for determining the financial scores is the following:

**Sf = 100 x Fm / F**, in which **Sf** is the financial score, **Fm** is the lowest price and **F** is the price of the proposal under consideration.

### **(III) Combined technical and financial scores:**

The following formula shall be used: T.S (80%) + F.S (20%) = T.T.L (100%)

T.S = Technical Score (as evaluated above)

F.S = Financial Score (as evaluated above)

T.T.L = Total Score

The bid with the highest combined Technical and Financial Score will be awarded and invited for negotiations with the client.

Only bids that score at least 70% in Stage I will proceed to stage II.

Bids that score equal or above 70% in the Technical evaluation stage (Stage I and II combined) will proceed to Financial evaluation stage. Bids that score less than 70% shall be treated as nonresponsive and will not be further evaluated.

**2.25**

**Preference**

2.25.1 Konza Technopolis Development Authority shall allow margin provided for by law.

**2.26**

**Contacting Konza Technopolis Development Authority**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact KoTDA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence KoTDA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

**2.27**

**Award of Contract**

**(a) Post-qualification**

2.27.1 In the absence of pre-qualification, KoTDA 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as KoTDA deems necessary and appropriate.

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

**(b) Award Criteria**

2.27.4 KoTDA will award the contract to the successful tenderer(s) 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.

**(c) KoTDA's Right to Vary Quantities of Solution components**

2.27.5 KoTDA reserves the right at the time of contract award to increase or decrease the quantity solution components originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

**(d) KoTDA's Right to Accept or Reject Any or All Tenders**

2.27.6 KoTDA 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 KoTDA's action.

**2.28****Notification of Award**

- 2.28.1 Prior to the expiration of the period of tender validity, KoTDA will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, KoTDA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

**2.29****Signing of Contract**

- 2.29.1 At the same time as KoTDA notifies the successful tenderer that its tender has been accepted, KoTDA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 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.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KoTDA.

**2.30****Performance Security**

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from KoTDA, 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 KoTDA.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KoTDA may make the award to the next lowest evaluated Candidate or call for new tenders.

**2.31****Corrupt or Fraudulent Practices**

- 2.31.1 KoTDA 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 practice" 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 Konza Technopolis Development Authority, and



includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Konza Technopolis Development Authority of the benefits of free and open competition;

- 2.31.2 Konza Technopolis Development Authority 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.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<p>The tender is open to qualified firms for <b>Supply, Delivery, Installation and Commissioning of an eBoard Solution for Konza Technopolis Development Authority.</b></p> <p>Tenderers are required to clearly state their eligibility for this tender including submission of signed agreement documents e.g. sub-contracting, joint-venture, partnership, etc..</p>
2.1.2	<p>The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.</p>
2.3.2	<p>The bid document shall be charged Kshs. Nil per set. (Downloaded documents are free).</p>
2.10.4	<p>Bid Validity Period is 150 days from <b>Wednesday 11<sup>th</sup> March 2020</b></p>
2.13.3	<p>The technical specifications are given in the Solution requirements section</p>
2.14.1	<p>Tenders must be accompanied with a Tender Security in the form of Cash Deposit, Bank Guarantee or a Letter of credit.</p> <p>The amount of tender security required shall be in the amount of 2 per cent of the tender price and must be valid for 150 days after the date of tender submission.</p>
2.16.2	<p>The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.</p>
2.17	<p>This tender is based on a two-envelope bid system. The bidder must submit a bid with separate technical proposal and a financial proposal in separate sealed and marked envelopes.</p>
2.18.1	<p>Time, date, and place for bid opening are: 12:00 hours, local time, on <b>Wednesday 11<sup>th</sup> March 2020 at 7<sup>th</sup> Floor of Konza Complex Building in Konza Technopolis Located along Mombasa Road near Malili Township</b></p>
2.20	<p>Opening of tender documents will be done in public at the time of closing the tender.</p>
2.22	<p>Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>

2.24	<p>The Criteria for the evaluation of Technical and Financial Proposals are as follows:</p> <p><b>(I) Technical Evaluation</b></p> <p>This will be based on the technical proposal submitted in accordance to the forms provided and the following criteria shall be used: -</p> <p><b>Total Technical Score: 100 Marks</b></p> <p><b>Weightage:</b> The total technical score will carry 80% of overall evaluation score (combined Technical and Financial score). Document Evaluation will be weighted at 60% and Solution Demonstration &amp; Due Diligence will be weighted at 20%</p> <p><b><u>Stage 1 - Document Evaluation</u></b></p> <table border="0"> <thead> <tr> <th style="text-align: left;"><b>Item</b></th> <th style="text-align: right;"><b>Marks</b></th> </tr> </thead> <tbody> <tr> <td>Technical Capacity – Company</td> <td style="text-align: right;">15</td> </tr> <tr> <td>Technical Capacity – Implementing Personnel</td> <td style="text-align: right;">15</td> </tr> <tr> <td>Proposed methodology and Workplan</td> <td style="text-align: right;">15</td> </tr> <tr> <td>Functional Requirements</td> <td style="text-align: right;">50</td> </tr> <tr> <td>Training and Skills Transfer</td> <td style="text-align: right;">5</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>100</b></td> </tr> </tbody> </table> <p><b><u>Stage II - Solution Demonstration &amp; Due Diligence 100</u></b></p> <p>Only bids that score at least 70% in Stage I will proceed to stage II.</p> <p>Bids that score equal or above 70% in the Technical evaluation stage (Stage I and II combined) will proceed to Financial evaluation stage. Bids that score less than 70% shall be treated as nonresponsive and will not be further evaluated.</p> <p><b>Public opening and evaluation of financial proposal</b></p> <p>After Technical Proposal evaluation, the Client shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the tenderers who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those bidders who choose to attend. The opening date shall not be sooner than one (1) day after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.</p> <p>The formula for determining the Financial Score (FS) shall be as shown in 2.24.3</p> <p><b>(II) Financial Evaluation</b></p> <p><b>Weightage:</b> This section will carry a total of 20% of the overall evaluation score.</p> <p>Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each.</p>	<b>Item</b>	<b>Marks</b>	Technical Capacity – Company	15	Technical Capacity – Implementing Personnel	15	Proposed methodology and Workplan	15	Functional Requirements	50	Training and Skills Transfer	5	<b>Total</b>	<b>100</b>
<b>Item</b>	<b>Marks</b>														
Technical Capacity – Company	15														
Technical Capacity – Implementing Personnel	15														
Proposed methodology and Workplan	15														
Functional Requirements	50														
Training and Skills Transfer	5														
<b>Total</b>	<b>100</b>														
2.30	<p>The performance security required will be 10% of the Contract Value.</p>														

## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

3.1	Definitions.....	20
3.2	Application.....	20
3.3	Country of Origin.....	20
3.4	Standards.....	20
3.5	Use of Contract Documents and Information.....	20
3.6	Patent Rights.....	21
3.7	Performance Security.....	21
3.8	Inspection and Tests.....	21
3.9	Packing.....	22
3.10	Delivery and Documents.....	22
3.11	Insurance.....	22
3.12	Payment.....	22
3.13	Price.....	22
3.14	Assignments.....	23
3.15	Subcontracts.....	23
3.16	Termination for Default.....	23
3.17	Liquidated Damages.....	23
3.18	Resolution of Disputes.....	23
3.19	Language and law.....	24
3.20	Force Majeure.....	24

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

### **3.1 Definitions**

- 3.1.1 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/Solutions” 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 Konza Technopolis Development Authority (KoTDA), the organization purchasing the Goods under this Contract.
  - (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

- 3.2.1 These General Conditions shall apply in all Contracts made by KoTDA for the procurement, installation and commissioning of solution.

### **3.3 Country of Origin**

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods, solutions and services were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

- 3.4.1 The Goods/solutions supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

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

- 3.5.1 The tenderer shall not, without KoTDA’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KoTDA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without KoTDA’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.5.3 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 KoTDA on completion of the Tenderer’s performance under the Contract if so required by KoTDA.

### **3.6 Patent Rights**

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/solutions or any part thereof in KoTDA’s country.

### **3.7 Performance Security**

- 3.7.1 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.
- 3.7.2 The proceeds of the performance security shall be payable to KoTDA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KoTDA 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 KoTDA, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by KoTDA 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.

### **3.8 Inspection and Tests**

- 3.8.1 KoTDA or its representative shall have the right to inspect and/or to test the goods/solution to confirm their conformity to the Contract specifications. KoTDA shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 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'/Solution 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 KoTDA.
- 3.8.3 Should any inspected or tested goods/solutions fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to KoTDA.
- 3.8.4 KoTDA's right to inspect, test and where necessary, reject the goods/solutions after the Goods' or solution's 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.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods/solutions as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 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.

### **3.10 Delivery and Documents**

- 3.10.1 Delivery of the Goods/solutions 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.

### **3.11 Insurance**

- 3.11.1 The Goods/solutions 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 KoTDA as specified in the contract.
- 3.13 Prices**
- 3.13.1 Prices charged by the tenderer for goods and/or solutions 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
- 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 KoTDA'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 KoTDA 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/solutions within the periods specified in the Contract, or within any extension thereof granted by KoTDA;
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract;
  - (c) if the tenderer, in the judgment of KoTDA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.16.2 In the event KoTDA 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/solutions.
- 3.17 Liquidated Damages**
- 3.17 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 KoTDA 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 delays 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

- 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.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya during the implementation period and shall constitute 10% of the contract cost.
3.9	<b>Packaging</b> The tenderer shall provide such packing of the Goods/solution components as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. All packages must be cleared labeled with description of contents and quantities.
3.10	<b>Delivery</b> The E-board solutions shall be supplied, delivered, installed, implemented and commissioned at Konza Complex Building Malili and future alternate site for redundancy as shall be specified by KoTDA.
3.12	<b>Payment Terms</b> Konza Technopolis Development Authority (KoTDA) payment terms are that payment shall be made within thirty (30) days from the date of completion of the related milestone as contracted. However, KoTDA may negotiate mutually acceptable payment terms with the successful tenderer.
3.13	<b>Prices</b> 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.
3.17	<b>Liquidated Damages</b> If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of sixty (60) days. No deliveries shall be accepted after the agreed date in which case the LSO and contract will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “days” means working days.
3.18.1	<b>Resolutions of Disputes</b> Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. <i>The place of arbitration shall be Nairobi.</i> The arbitral

	tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
3.19	The language of all correspondence and documents related to the bid is: <b>English</b> . Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

## SECTION V - TECHNICAL SPECIFICATIONS

<b>5.1</b>	<b>General</b>
5.1.1	<b>The specifications describe the requirements for</b> Supply, Delivery, Installation and Commissioning of an eBoard Solution for Konza Technopolis Development Authority.
5.1.2	The tenderers are requested to present information along with their offers to conform to all legal, commercial, technical and financial requirements for this tender.
<b>5.2</b>	<b>Particulars</b>
<b>5.2.1</b>	<b>About KoTDA</b>
	<p>Konza Techno City is envisioned to be a sustainable, world-class technology hub and a major economic driver for Kenya, with a vibrant mix of businesses, workers, residents, and urban amenities. The city will create high value jobs, boost the country’s GDP by focusing on R&amp;D and Entrepreneurship in Science Technology Innovation (STI) sector. This will position Kenya as a global center for innovation and Africa’s technology hub.</p> <p>Konza aims to attract Research, Education and Commercial partners in ITES, Life Sciences and Engineering. Increased innovation will lead to an increase in patenting, increased quality will produce relevant skilled workforce for industries. The City will attract investors and build programs aimed at commercializing the products of research. It will provide a good innovation ecosystem to educate new and existing tech entrepreneurs and for Multinational Companies entering Africa to consider setting their offices/branches.</p> <p>Konza will be a <i>'smart city'</i> with highly advanced overall infrastructure, sustainable developments, communication networks and market viability. The city features world-class civic and commercial architecture including the Regional Innovation Hub; high quality Technology University; Smart Schools; Research Labs; Recreational Facilities (Sports Stadium, Film and Media Centre), Hospitality (Hotels and Convention Centers), Smart City Solutions (Smart Traffic, Smart Parking, Smart Governance etc.) and world-class infrastructure.</p> <p>The implementation of Phase 1 (2014 – 2020+) is already in progress. The Master Plan of this Phase begun on a 400-acre piece of land and is expected to attract 30,000 residents, 7,500 knowledge workers, and 16,700 other workers on its completion. Konza based on successful models such as Research Triangle, Silicon Valley etc. will bring a real transformation of Kenya towards knowledge and technology economy.</p> <p><b>OBJECTIVES OF PHASE 1</b></p> <ul style="list-style-type: none"> <li>✓ To Create <b>17,000+</b> jobs in BPO-ITES.</li> <li>✓ To contribute an estimated <b>USD 1B</b> to the country’s GDP (<b><i>approx. 2% at completion of the Phase</i></b>).</li> <li>✓ To provide world class infrastructure and technology.</li> <li>✓ To Enhance local R&amp;D, Entrepreneurship and innovation</li> </ul> <p><b>Organization</b></p> <p>The KoTDA Management is organized into four major departments for efficient and effective service delivery.</p> <ol style="list-style-type: none"> <li>1. Business Development &amp; Innovation</li> <li>2. Construction Operations and Management</li> <li>3. Physical Planning and Development</li> <li>4. Finance, HR and Administration</li> <li>5. Procurement</li> </ol> <p><b>Current situation</b></p> <p>The Authority has implemented various solutions that have automated most of its business processes. However, the business processes on board meetings are largely handled manually.</p>

	The Authority intends to leverage on the advancement in technology to deploy the state-of-the-art solutions to automate the Board business processes. The Authority is seeking bids from competent bidders to supply and install a state-of-the-art eBoard.
<b>5.2.2</b>	<b>Problem Statement</b>
	<ol style="list-style-type: none"> <li>i. There is lack of eBoard that can be used to effectively manage and administer the board meeting business processes. Each Head of Department develops board papers and submit them to Board Secretary for compilation and distribution to the Directors.</li> <li>ii. The board papers are delivered to the Directors' offices or place of resident by KoTDA drivers, sometimes deliveries are made in the late hours, meaning that the KoTDA staff must work odd hours.</li> <li>iii. There is a lot of printing works in preparation of the board papers causing printer breakdowns and unnecessary cost overheads.</li> <li>iv. There is no central repository of board related documents, version control and archiving. The board minutes and resolutions are kept in files and no soft copies exist.</li> <li>v. Occasionally the Director can show up for the meeting without the board papers sent to him/her and request for a new set of papers. This forces the Board Secretary to prepare another board pack for the Director.</li> <li>vi. There is lack of audit trail on accessibility and distribution of board meeting papers.</li> </ol>
<b>5.2.3</b>	<b>Objective of the Tender</b>
	<p>In view of the business processes and problem statement, the KoTDA desires to:</p> <ol style="list-style-type: none"> <li>i. Implement an eBoard that will address the computerization of the entire Board, Board Committees and Management Meetings. It is envisaged that the BMS will be available to both internal users and the Directors on Premise (within KoTDA Premises) and through a web portal (Internet based access).</li> <li>ii. Facilitate the dissemination/distribution of board papers in soft copies;</li> <li>iii. Improve efficiency and minimize costs by providing flexible, alert notification to Directors and senior staff whenever the board papers have been posted in the system. The notifications shall be in the form of emails or short message service (SMS);</li> <li>iv. Ensure that the KoTDA users and IT administrators are suitably trained and equipped in the usage of the eBoard.</li> </ol>
<b>5.3</b>	<b>Technical Requirement</b>
<b>5.3.1</b>	<b>Technical response</b>
	Bidders shall provide detailed responses to demonstrate how their proposed solution will achieve each of the functional capabilities for all the Technical Requirements. Failure to conform to these conditions will render the bid being treated as non-responsive. Simple statements such as "yes", "no", "comply" or any other similar statements will not be considered as a substantial response.
<b>5.3.2</b>	<b>Scope, Duration and Deliverables of Work</b>
	<p><b><u>The scope of work includes: -</u></b>  The scope of work includes: -</p> <ol style="list-style-type: none"> <li>i. The supply, installation and Commissioning of eBoard with a web interface.</li> <li>ii. Supply and set up of a centralized database (Relational Database Management System).</li> <li>iii. Setup of necessary IT security measures for the eBoard.</li> <li>iv. Supply and installation/setup of the appropriate software, licenses and kits.</li> <li>v. Migration of data from manual systems.</li> <li>vi. Training of users: End users (25) and ICT Staff (3) in numbers</li> <li>vii. Provision of warranty after successful commissioning (go-live) of system.</li> <li>viii. Provision of support after go-live</li> <li>ix. Preparation and timely submission of project reports.</li> </ol> <p><b><u>The Duration of work:</u></b>  It is envisaged that the entire implementation duration will be 3 months. However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference.</p>

	<p>The project implementation duration does not include the warranty period, which will commence immediately after commissioning the system, for a period of one (1) year for software.</p> <p><b><u>Deliverables</u></b></p> <ol style="list-style-type: none"> <li>i. Inception Report giving a detailed understanding of the assignment including; <ol style="list-style-type: none"> <li>a. Project charter.</li> <li>b. A detailed work plan with the resource requirements schedule.</li> </ol> </li> <li>ii. Detailed requirements specifications <ol style="list-style-type: none"> <li>a. Hardware/virtual machine specifications</li> <li>b. Functional Requirements</li> <li>c. Technical specifications</li> <li>d. System design</li> <li>e. Gap analysis report</li> </ol> </li> <li>iii. Risk management report</li> <li>iv. Weekly status reports including quality assurance</li> <li>v. Training of administrators and end users</li> <li>vi. Installed and commissioned eBoard system</li> <li>vii. System and User manuals</li> <li>viii. Final project report</li> <li>ix. Warranty of 1 year for software</li> <li>x. Warranty Reports</li> </ol>
<b>5.3.3</b>	<b>Proposed Implementation Approach, Methodology and Work Plan</b>
	<p>Bidders are required to describe their technical approach and methodology to deliver this assignment, to realize the expected output. The project shall be implemented in phases preferably over duration of 3 months. In this regard, Bidders are required to propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates.</p>
<b>5.4</b>	<b>Bidder's Qualification Criteria (Experience)</b>
	<ol style="list-style-type: none"> <li>1. Ability to provide System Analysis, Design, Development, Customization and Integration across various systems</li> <li>2. The bidder must submit at least ten (10) sites where the proposed Board Management System has been implemented locally. Five (5) of the ten (10) sites must be Government/State Corporations.</li> <li>3. CVs demonstrating technical experience of the implementing personnel (Personnel with ITIL and other relevant certifications should be prioritized)</li> <li>4. Bidder should have proven QMS Standards – e.g. ISO 9001/2008</li> <li>5. The bidder must have local capacity in Kenya with good credibility and have local office in Kenya. The local office should have good infrastructure for providing necessary support</li> <li>6. Ability to provide training as per the requirements in this tender for system users and administrators</li> <li>7. Capacity and experience in providing end user and system support</li> <li>8. Capacity and experience in providing system and application testing</li> </ol>
<b>5.5</b>	<b>Place of Execution</b>
	Place of Execution shall be Nairobi and/or Konza Technopolis site, Kenya

## 5.6 Terms of Payment

The terms of payment to the bidder will be as below and based on completed deliverables:

SN	Deliverables	Payment Amount (% of Project cost)
Planning Phase	<ul style="list-style-type: none"> <li>a) Approval of the Inception Report and Service Charter</li> <li>b) Approval of Detailed Project Plan</li> <li>c) Signing of Contract</li> </ul>	40%
Analysis Phase	<ul style="list-style-type: none"> <li>a) Approval Detailed Functional Requirement Documentation (s)</li> <li>b) Risk management report for eBoard solution</li> </ul>	
Design, Configuration & Customization Phase	<ul style="list-style-type: none"> <li>a) Approval of system design report</li> <li>b) Approval of Data migration and test templates</li> <li>c) Completion of eBoard solution as per approved functional requirements documentation</li> <li>d) Supply and installation/setup of the appropriate software, licenses and kits.</li> <li>e) Approval of eBoard training plan</li> <li>f) Completion of migration of data from manual systems.</li> </ul>	
User Acceptance Testing Phase	Commissioned eBoard <ul style="list-style-type: none"> <li>a) End User Training delivered and Acceptance by KoTDA</li> <li>b) Submission of ALL End User Manuals and Warranty details</li> <li>c) Approval of Final project report</li> <li>d) Sign-off of Service Level Agreement</li> </ul>	50%
Defects liability Phase	Retention for period not less than 6 months after Go live	10%

## 6.0 COMPLIANCE MATRIX SCORES

The compliance matrix scores are given as follows:

<b>Item</b>	<b>Marks</b>
Technical Capacity – Company	15
Technical Capacity – Implementing Personnel	15
Proposed methodology and Workplan	15
Functional Requirements	50
Training and Skills Transfer	5
<b>Total</b>	<b>100</b>

**SECTION A: SCOPE AND IMPLEMENTATION APPROACH – 45 Marks**

<b>Description of Criteria</b>	<b>Maximum</b>
<p><b>Company Profile</b></p> <ul style="list-style-type: none"> <li>• Suitability of Service Provider</li> <li>• The bidder must submit at least ten (10) sites where the proposed Board Management System has been implemented locally. Five (5) of the ten (10) sites must be Government/State Corporations. Please refer to the experience checklist in Section 5.4.</li> <li>• Internationally recognized quality standards</li> </ul>	<b>15</b>
<p><b>Managerial and Key Personnel Competency Profiles</b></p> <ul style="list-style-type: none"> <li>▪ Organization structure of the implementation team</li> <li>• CVs inclusive of relevant technical experience of key staff in relation to the procurement item</li> <li>• Board Management Systems. The specialists should have the relevant certificates that indicate skills and training in installing, configuring and commissioning Board Management Systems of the nature proposed in the contract</li> </ul>	<b>15</b>
<p><b>Proposed Methodology</b> Implementation Approach, Methodology and Work Plan as required in this tender.</p>	<b>15</b>
<b>Total Score</b>	<b>45</b>

**SECTION B. FUNCTIONAL REQUIREMENTS – 50 Marks**

Bidders shall give a detailed response to demonstrate how their proposed solution will meet the functional requirements under the respective functions listed in the compliance matrix below. Bidders should therefore provide exhaustive details on the features of their proposed solution, in such a way as to ensure that the proposed solution leverages on the power of the enterprise resource planning solution to integrate administrative functions in line with modern best practices.

**Technology Transfer**

As part of the implementation process, it is the hope of KoTDA that its existing information systems personnel can gain significant expertise in both the technology used by the application as well as the inner workings of the application itself. It is our requirement that you identify the steps involved in getting our IT personnel familiar with all aspects of your application.

**Technology**

The bidder must define the technology platform(s) to be used to fully deliver their proposed solution. This should include:



- The proposed components of the system (Names and versions)
- The application development environment.
- The database proposed.
- Operating system proposed.
- Client or end-user operating systems supported
- Network environment(s) supported.

### **Warranty**

Demonstrate capability to offer post commissioning support services on warranty basis, within Kenya, for a period of one (1) year after date of commissioning of the system.

Documentation or a clear statement of undertaking, committing the bidder to provide the warranty, must be included in the proposal.

All software and hardware supplied should be accompanied with one-year.

Bidders must include a sample Warranty Agreement that describes the warranty terms and conditions.

During warranty period, the contractor will be required to work after hours to fix problems that would negatively impact normal operations of the Board.

### **Technical Specifications of the eBoard System**

Summarized Board Management System Requirements

Web based (Internet Browser) system access to BMS modules.

- i. Compatible to most Handheld devices like iPad Air or Equivalent
- ii. Compatible Operating Systems
- iii. Relational Database Management System
- iv. Ability for system to be backed up
- v. Report Generation Software
- vi. On-site training of end users
- vii. Audit trail mechanisms

### **Functional Requirements Compliance Matrix**

Note to Bidders: The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to the requirements.

In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column “DETAILED DESCRIPTION”.

The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (**e.g. "Yes," "No," "Will comply," etc.**) are normally not enough to confirm technical responsiveness with Technical Requirements.

Bidders shall use the following options to indicate the “DEGREE OF SUPPORT OF COMPLIANCE” their solution provides for each of items listed in this section:

- 1) FS - (Fully Supported) the application fully supports the requirement without any modifications.
- 2) PS - (Partially Supported) the application supports the requirement with use of a workaround.
- 3) CR- (Customization Required) the application will be customized to meet the requirement(s).

- 4) NS - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Where customizations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements.

A clause-by-clause commentary on the Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications is required.

For each SPECIFICATION, bidders are requested to provide a clear and concise explanation in the DETAILED DESCRIPTION section or provide a cross-reference to where that explanation or supporting information can be found in other part of the technical proposal.

Please fill in the COMPLIANCE column as appropriate to indicate one of the responses listed above for each item and add as many comments, diagrams, maps and/or screenshots in the DETAILED DESCRIPTION column.

### Detailed Technical Specifications

No	Specification	Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
1	Bidder Qualifications			
	Number of Years in IT Business in Kenya	5 Years		
	Number of IT personnel & support staff in Kenya	At least 20		
	Support	Availability of Local support in Kenya		
	Customization	Ability to customize solution to specific requirements		
	Site References – General	Provide list of minima of 10 reference sites in Kenya where the Board system has been implemented		
2	Security & Infrastructure			
	Password encryption	All passwords must be encrypted using a minimum of 128 Bit encryption.		
	Controlled Access	User roles & privileges to control what users can view/modify/delete		
		Must be a Web Based service accessible over the internet		
	Cloud Based	The system must be hosted and allow access over the internet on 1 24x 7 basis from anywhere in the world.		

No	Specification	Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
	Redundancy & Backup	The system should be hosted in at least 2 separate locations which are being backed up daily. In the event of the failure of one of the data centres, all requests should be automatically directed to the backup data centre.		
	Security Protocols	System must provide secure protocols such as HTTPS/SSL to access the site		
		Solution must be "SASS70 Type II security certified"		
	Availability	<p>The solution provider must be willing to provide a Service Level Agreement committing to the following: -</p> <p>Give 99% and above availability assurance.</p> <p>Data backup is the responsibility of supplier as the solution is on cloud</p> <p>The provider must have support matrix for the system and assure less than 3 hours call to fix times</p>		
	Accessibility	Users should be able to access all modules of the system using a PC, Laptop, iPad, Android Tablet, Smart phone with a browser and an internet connection.		
	Administration	Provide an administration module so the custodian of the system can add/suspend users, give access rights and privileges to different users and setup basic system setups i.e. The system should have an Admin portal and user portal.		
		The system must run with 25 users logged in concurrently.		
	Scalability	Users and Data Growth: The system must be scalable to users' numbers growth		
		User training available and takes at least 3 days		
	Dynamic Time	The system should allow users to		

No	Specification	Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
	Zones	select the home time zone All notifications sent and all E - Signatures written must contain the time zone		
3	<b>Board Pack &amp; Meeting Management</b>			
	Upload Board Packs	The system must have a Document Management System and have controlled upload capabilities by certain users of Board documents in various formats including .pdf, .doc, .docx, .xls, .xlsx, .ppt, .pptx etc		
	Update Users	Inform users once document relevant to them have been uploaded by email/sms		
	Committee Meetings	Handle all document and users for Board committees in a manner like the main Board		
	Calendar	Maintain Board & Committee Calendars and send reminders to users before the meeting dates.		
	Polling	Allow users to vote on polls/questions online		
	Online Approval	Provide a facility for users to approve/reject requests online and maintain a history of the request including supporting documents		
	Search	Allow user to search through board & committee documents of current and previous meetings		
	Communication	The users should have the ability to send messages to each other within the system when logged in		
4	<b>Board Evaluation</b>			
	Set up Evaluations	The system should be flexible enough to allow for different types of evaluation (top down, 360 degree etc.) and allow the user responsible to define their own questions for each evaluation		

No	Specification	Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
	Evaluation completion	Users should be able to evaluate themselves and their colleagues through the system.		
	Evaluation Reporting	The system should generate evaluation reports; provide average sources, graphs so users can see a more graphic representation of the performance of the Board, Committees & Individuals.		
		The system must have a reporting module based on flexible user requirements (attendance register and records for meetings)		
<b>5</b>	<b>Corporate Compliance</b>			
	Compliance Setup	Allow the company to setup multiple types of compliance with various regulatory bodies.		
	Track & Update Compliance Status	Users should be able to update compliance status at various times. Compliance documents should be uploaded on the system.		
	Compliance Reporting	The system should generate graphical reports of compliance status for Board members – providing a Macro level view of the organizations compliance.		
	Audit of Compliance	Allow the company to provide an external authority with temporary and restricted access only to compliance documents for the purpose of Audit		
<b>6</b>	<b>Minutes Module</b>			
	Minutes Capture	Provide an interface for the Company Secretary & Committee Secretaries to capture the Agenda, Reports & Minutes of meetings directly into the system, capture actions to be taken and by whom and by what date		
	Automatic Reminders	Based on the Company Secretary's action items, the system will automatically send out reminders to users to complete their respective		

No	Specification	Requirement	Compliance (FS/PS/CR/NS)	Bidder's Response
		tasks by the due dates		
	Features	System should be able to show shareholding data, directors names and profiles including (date of appointment and length of term), company profiles, organizational charts		
7.	<b>Database Features</b>	<b>System should have a search engine that allows for searching of board and committee documentations</b>		
		System should have capability to store corporate plans such as business and strategic plans, financial forecasts and board committee calendars.		
	Training	The provider shall: Train board members how to use the system Train administrators how to: Customize the onboard dashboard Rename, organize and restructure the page to suit user requirements		
8.	<b>Audit Trail</b>	Provide Audit Trail Mechanism and view download and audit logs		

## **SECTION C: TRAINING AND SKILLS TRANSFER – 5 Marks**

KoTDA attaches great importance to the training of its staff at different levels including system support, database administrators, operational personnel and end users.

The successful supplier of the solution will be required to provide training as an essential part of the contract. The supplier will conduct training using the most efficient and effective techniques and use qualified personnel.

Training for the system administrators must be instructor-led, conducted off-site and be certified through vendor examinations.

Training for end users will be on-site and scheduled according to the user roles.

The bidder should include the training program and cost in detail for KoTDA to assess its adequacy.

## SECTION VI - SCHEDULE OF REQUIREMENTS

### Instructions on Submission of Bids

The Tenderer must submit a two-envelope bid in the following format:

TECHNICAL PROPOSAL comprising of the following documents PRESENTED IN THE ORDER GIVEN:

It is preferred that the Bidder has local presence or local partner

### Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents: Bidders must supply copies of the required documents

### Number of Mandatory Requirements

MR1 Duly filled, Signed & Stamped Request for Proposal Form

MR2 Attach a copy of Certificate of Incorporation/Registration in Kenya

MR3 Submit Tax Compliance Certificate valid at the time of opening. KoTDA shall confirm the Certificate from KRA tax checker.

MR4 All pages (Original and Copy) of the tender documents MUST be serialized & initialized by the

tenderer including the attachments to the bid document

MR5 Duly filled and signed Confidential Business Questionnaire

MR6 Duly Filled and Signed Declaration of Undertaking not to engage in corrupt fraudulent practice.

MR7 Certificate of Confirmation of Directors and Shareholding (CR12) (Evidence of identity to prove youth, PWD and women in the enterprise)/ ID card for Sole Proprietorship

MR8 Must submit Manufacturers Authorizations or letter of product ownership

MR9 Last 2 years Audited Accounts and Last 6 months' certified bank statements

MR10 Bid Bond of Kshs 100,000.00

MR11 Must submit brochures/ technical literature

MR12 Bidders must submit Two (2) copies of the required documents

### Format of Tender Document

<i>Section</i>	<i>Document</i>
A	Tender Notice/Invitation to Tender
B	Confirmation of Submission of 2-envelope Bid
C	Mandatory Requirements



D Clause-by-Clause response for the requirements in Section V  
(TECHNICAL SPECIFICATIONS)

*Presentation of the above documents in any other order will be treated as NON-RESPONSIVE*

FINANCIAL: PROPOSAL- comprising of:

Tender Form and Price Schedules (only)

KOTDA/RFP/028/2019-2020

(ii) **Sealing and Marking of Bids:**

The inner envelopes should be clearly marked as follows:

ORIGINAL & COPY TECHNICAL	A B	KOTDA/RFP/028/2019-2020 KOTDA/RFP/028/2019-2020
ORIGINAL & COPY FINANCIAL	A B	KOTDA/RFP/028/2019-2020 KOTDA/RFP/028/2019-2020

The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall be addressed to:

**Chief Executive Officer  
Konza Technopolis  
Development Authority  
P.O Box 30519, 00100  
Nairobi.**

**Tender Evaluation Criteria**

The tender evaluation criteria are weighted as follows; -

<b>Criteria</b>	<b>Maximum Score/Requirements</b>
Tender Responsiveness	Mandatory
Technical Capacity – Company	80
Technical Capacity – Implementing Personnel	
Proposed methodology and workplan	
Functional Requirements	
Technical Specifications	
Training and skills transfer	
<b>Post Technical Evaluation</b>	
Solution Demonstration/Presentation	
Due diligence	

<b>Financial Proposal</b>	20
<b>Total</b>	<b>100</b>

## SECTION VII - PRICE SCHEDULE FOR SERVICES

Name of tenderer ..... Tender Number..... Page .....of .....

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Unit cost (Kshs)</u>	<u>Total Vat (Kshs)</u>	<u>Total Costs (Kshs)</u>
i.	The supply, installation and Commissioning of eBoard with a web interface.				
ii.	Supply and set up of a centralized database (Relational Database Management System).				
iii.	Setup of necessary IT security measures for the eBoard.				
iv.	Supply and installation/setup of the appropriate software, licenses and kits.				
v.	Migration of data from manual systems.				
vi.	Training of users: End users (25) and ICT Staff (3) in numbers				
vii.	Provision of warranty after successful commissioning (go-live) of system.				
viii.	Provision of support after go-live				
ix.	Preparation and timely submission of project reports.				
x.	Others (Specify)				
	<b><u>TOTAL COST (Kshs).</u></b>				

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

Tender's Signature \_\_\_\_\_

Official Stamp \_\_\_\_\_ Date \_\_\_\_\_

## SECTION VIII - 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.

## 8.1 FORM OF TENDER

Date

Tender No.

To: KONZA TECHNOPOLIS DEVELOPMENT AUTHORITY,  
P. O. BOX 30519-00100 NAIROBI, KENYA.

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 a bid 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 \_\_\_\_\_



## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

<b>Part 1 – General</b>	
1.1 Business Name	.....
1.2 Location of Business Premises.	.....
1.3 Plot No.....	Street/Road
Postal Address	.....
Tel No. ....	Fax
.....	E mail .....
1.4 Nature of Business.....	.....
1.5 Registration Certificate No.	.....
1.6 Maximum Value of Business which you can handle at any one time – Kshs.	.....
1.7 Name of your Bankers .....	Branch
<b>Part 2 (a) – Sole Proprietor</b>	
2a.1 Your Name in Full	..... Age
2a.2 Nationality .....	Country of Origin
<ul style="list-style-type: none"> <li>• Citizenship Details</li> </ul>	
.....	
.....	

**Part 2 (b) Partnership**

2b.1 Given details of Partners as follows:

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....

**Part 2 (c) – Registered Company**

2c.1 Private or Public

.....  
.....

2c.2 State the Nominal and Issued Capital of Company-

Nominal Kshs. ....  
Issued Kshs. ....

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of KoTDA? Yes \_\_\_\_\_ No \_\_\_\_\_

3.2 If answer in '3.1' is YES give the relationship.

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

3.3 Does an Employee, Committee Member, Board Member of KoTDA sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.  
.....  
.....  
.....  
.....  
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by KoTDA to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation?  
Yes \_\_\_\_\_ No \_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.  
.....  
.....  
.....  
.....  
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES \_\_\_\_\_  
No \_\_\_\_\_

3.8 If answer in '3.7' above is **YES** give details:  
.....  
.....  
.....  
.....  
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes \_\_\_\_\_  
No \_\_\_\_\_

3.10 If answer in '3.9' above is **YES** give details  
.....  
.....  
.....  
.....  
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date ..... Signature of Candidate .....

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.



## 8.4 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)*

## 8.5 PERFORMANCE SECURITY FORM

To Konza Technopolis Development Authority,

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*]

## 8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Konza Technopolis Development Authority,

*[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]*

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

To Konza Technopolis Development Authority,

WHEREAS ..... [Name of the manufacturer] who are established and reputable manufacturers of ..... [Name and/or description of the goods] having factories at ..... [Address of factory] do hereby authorize ..... [Name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [Reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

\_\_\_\_\_  
[Signature for and on behalf of manufacturer]

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

**DRAFT LETTER OF NOTIFICATION OF AWARD**

Address of KoTDA

\_\_\_\_\_

\_\_\_\_\_

M/s  
P. O. Box  
Nairobi

Dear Sir/Madam

**RFP NO. KOTDA/RFP/028/2019-2020: SUPPLY, DELIVERY, IMPLEMENTATION AND COMMISSIONING OF E-BOARD SOLUTIONS TO KOTDA**

This has reference to your proposal-dated \_\_\_\_\_ for **KOTDA/RFP/028/2019-2020: Supply, Delivery, Implementation and Commissioning of e-board solution to KoTDA**

The duration of this contract shall be.....and will **commence immediately after signing of the Contract with the winning firm.**

You may contact the officer(s) whose particulars appear below in connection with your contract for the provision of the above services.

(Full particulars) \_\_\_\_\_

The Contract documents are in the course of preparation and you will be invited to sign them after expiry of fourteen (14) days from the date of this letter.

Please acknowledge receipt of this letter of notification signifying your acceptance.

Yours faithfully

**CHIEF EXECUTIVE OFFICER**

## 1. FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Three Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**1. COMMENTS AND SUGGESTIONS OF BIDDERS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

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On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

## DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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**b. TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

Name	Position	Task

**2. Support Staff**

Name	Position	Task

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

**Proposed Position:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Name of Staff:** \_\_\_\_\_

**Profession:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Years with Firm:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**Membership in Professional Societies:** \_\_\_\_\_

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**Detailed Tasks Assigned:** \_\_\_\_\_

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Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

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Education:

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

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Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

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Certification:

**I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.**

\_\_\_\_\_ **Date:** \_\_\_\_\_

*[Signature of staff member]*

\_\_\_\_\_ **Date;** \_\_\_\_\_

*[Signature of authorized representative of the firm]*

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

NB: Professional registration certificates and academic qualification certificates must be provided for each personnel)