# NAIROBI CITY COUNTY ASSEMBLY SERVICE BOARD



# RESTRICTED TENDER DOCUMENT FOR

# PRINTING, SUPPLY AND DELIVERY OF CALENDARS AND DIARIES FOR YEAR 2020

**TENDER NO. NCCASB/RT/01/2019-2020** 

# **CLOSING DATE:**

**9**<sup>TH</sup> **DECEMBER 2019, 12:00NOON** 

**CLERK'S CHAMBERS** 

Telegraphic Address

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Nairobi, Kenya

**County Assembly** 

City Hall Buildings

P O Box 45844-00100

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### SECTION I - INVITATION TO TENDER

TENDER REF. NO: NCCASB/RT/01/2019-2020

TENDER NAME: PRINTING, SUPPLY AND DELIVERY OF CALENDARS AND DAIRIES FOR YEAR 2020

- 1.1 The Nairobi City County Assembly Service Board invites sealed tenders from **invited** suppliers in the registered list of suppliers of the period 2018-2020 financial years under the category of printing services for supply and delivery of calendars for the year 2020
- 1.2 Invited candidates may obtain the document, seek further information from and inspect the tender documents at the Procurement Office Room 277, Second Floor, City Hall Building Wabera street during normal office working hours.
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **60 days** from the closing date of the tender
- 1.4 Complete tender documents are to be enclosed in plain sealed envelopes, marked with The tender number and name and be deposited in the Tender Box at City Hall Building, Wabera street, Second Floor, Room 277 and be addressed to Clerk, Nairobi City County Assembly, Box 45844-00100 so as to be received on or before Monday 9<sup>th</sup> December 2019 at, 12.00 noon.
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidate's representatives who choose to attend at **Charter Hall, City Hall Building at 12.00noon**

# SECTION II - INSTRUCTIONS TO TENDERERS

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#### SECTION II INSTRUCTIONS TO TENDERERS

# 2.1 Eligible tenderers

- 2.1.1 This Invitation to tender is restricted to invited Nairobi City County Assembly registered suppliers for the period 2018/2020 financial years as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement specified in the tender documents.
- 2.1.2 NCCA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the NCCA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## 2.2 Cost of tendering

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

#### 2.3 Contents of tender documents

- **2.3.1** The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract

- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form
- **2.3.2** The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents, failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

### 2.4 Clarification of Documents

- 2.4.1 A prospective candidate making inquiries of the tender document may notify the NCCA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The NCCA will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the NCCA. Written copies of the procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.1 NCCA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

### 2.5 Amendment of documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the NCCA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the NCCA, at its discretion, may extend the deadline for the submission of tenders.

# 2.6 Language of tender

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

## 2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8,2.9,2.10 below,
- (b) Documentary evidence established in accordance with Clause 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

### 2.8 Form of Tender

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

### 2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the goods/services it proposes to provide under the contract.
- 2.9.1.1 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.1.2 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.1.3 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.1.4 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.1.5 Price variation requests shall be processed by the NCCA within 30 days of receiving the request.

### 2.10 Tender Currencies

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

# 2.11 Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the NCCA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

# 2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the NCCA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
  - a. A bank guarantee.
  - b. Cash.
  - c. Such insurance guarantee approved by the Authority.
  - d. Letter of credit
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the NCCA as non-responsive, pursuant to paragraph 2.20

- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the NCCA.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
  - a. If a tenderer **withdraws** its tender **during** the period of tender validity specified by the NCCA on the tender form or
  - b. In the case of a successful tenderer if the tenderer, if the fails,
    - i. To sign the contract in accordance with paragraph 30 or,
    - ii. To furnish performance security in accordance with paragraph 31.
  - c. If the tenderer rejects, correction of an error in the tender.

# 2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by NCCA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NCCA as nonresponsive.
- 2.13.2 In exceptional circumstances, NCCA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

# 2.14 Format and Signing of Tender

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

# 2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
  - (a) be addressed to the NCCA at the address given in the invitation to tender
  - (b) Bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE Monday, 9th December 2019, 12:00 noon and be addressed to Clerk, Nairobi City County Assembly, Box 45844-00100 Nairobi
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —

2.15.4.1 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, NCCA will assume no responsibility for the tender's misplacement or premature opening.

### 2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the NCCA at the address specified under paragraph 2.15.2 no later than Monday, 9th December 2019, 12:00 noon
- 2.16.2 The NCCA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the NCCA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the NCCA as provided for in the appendix.

### 2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the NCCA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4.1 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer

on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

- 2.17.4.2 The NCCA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.4.3 The NCCA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

# 2.18 Opening of Tenders

- 2.18.1 The NCCA will open all tenders in the presence of tenderers' representatives who choose to attend, at <a href="Monday">Monday</a>, 9th December 2019, 12:00 noon and in the location specified in the invitation to tender.
- 2.18.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the NCCA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The NCCA will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

### 2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the NCCA may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the NCCA in the NCCA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

# 2.20 Preliminary Examination and Responsiveness

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

# 2.21 Conversion to a single currency

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

# 2.22 Evaluation and comparison of tenders.

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

### (a) Operational Plan.

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

### (b) Deviation in payment schedule.

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

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

- 2.22.5.1 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.5.2 To qualify for contract awards, the tenderer shall have the following:
  - i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - ii. Legal capacity to enter into a contract for procurement
  - iii. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
  - iv. Shall not be debarred from participating in public procurement.

# 2.23 Contacting the NCCA

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the NCCA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2.1.1 Any effort by a tenderer to influence the NCCA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

### 2.24 Award of Contract

### a) Post qualification

- 2.24.1 In the absence of pre-qualification, the NCCA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24. The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the NCCA deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the NCCA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
- 2.24.4. NCCA shall enter in to negotiation with the successful bidder on the prices of the spares (catalogue) provided subject to market price comparison.

## b) **Award Criteria**

2.24.5 Subject to paragraph 2.29 the NCCA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

# c) Procuring Entities Right to Vary Quantities

2.24.6 the procurement entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements without any change in unit price or other terms and conditions

# d) Procuring Entities Right to Accept or Reject Any or All Tenders

- 2.24.6 The NCCA reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the NCCA's action. If the NCCA determines that none of the tenderers is responsive; the NCCA shall notify each tenderer who submitted a tender.
- 2.24.7.1.1 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

#### 2.25 Notification of award

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

discharge its tender security pursuant to paragraph 2.12.

# 2.26 Signing of Contract

- 2.26.1 At the same time as the NCCA notifies the successful tenderer that its tender has been accepted, the NCCA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2.1.1 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the NCCA.
- 2.26.2.2 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.

## 2.27 Performance Security (Not Applicable)

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

## 2.28 Corrupt or Fraudulent Practices

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

- 2.28.2.1 The NCCA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.2.2 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 for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to	Particulars of appendix to instructions to tenderers
tenderers	
2.1	Eligible tenders are those that have been registered and invited in
	category NCCASB/PQ/16B/2018/2019 - Provision of printing
	services (Reserved)
2.2	The document is available free of charge and can be downloaded in
	the Nairobi city county assembly website
	www.nairobiassembly.go.ke
2.8.1	Tenderers are required to complete and fill the form of tender
	attached in the tender document.
2.10	Prices shall be quoted in Kenya Shillings.
2.11	For the purposes of establishing its eligibility, the tenderer shall
	furnish:
	i) Certificate of incorporation/Registration Certificate,
	ii) Certificate of valid tax compliance,
	iii) Company Profile on the provided business questionnaire;
	iv) Valid Business Permit 2019,
	v) Valid AGPO certificate issued by the National treasury
2.12	Tender security (Not Applicable)
2.20.2	There will be no correction of Arithmetic errors
2.24	Particulars of post - qualification are applicable

2.27	Performance security (Not Applicable)
Other's as	Right to award Contract: -
necessary	The Nairobi City County Assembly Service Board reserves the right
	to award the contract in whole or in part without any change in the
	Unit price or other terms and conditions.
	(Samples of the calendars and diaries are available for viewing in
	the procurement office room 277 second floor during normal
	working hours' bidders should view the samples before
	submitting their tenders)

## **EVALUATION CRITERIA**

# STAGE 1: PRELIMINARY/MANDATORY REQUIREMENTS- MR

The following requirements must be met by the tenderer not withstanding other requirements in the tender documents: -

NOTE: Bids that do not met the below mandatory criteria will be declared non responsive and shall not be evaluated further

# A) MANDATORY REQUIREMENTS (MR)

At this stage, the tenderer's submission will either be responsive in all the mandatory (MR) requirement above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

Responsive
/

MR2	Must submit a copy of Valid tax compliance
	Certificate
MR3	Must submit a copy of Company Profile on the
	provided business questionnaire
MR4	Must submit a copy of Valid Business Permit 2019
MR 5	Must comply with technical specifications as
	outlined in section V of the tender document
MR 6	Valid AGPO certificate issued by the National
	treasury

# B) TECHNICAL EVALUATION

Instructions to tenderers	Particulars of appendix to instructions to tenderers						
		Technical Scores	(T.S.)				
	This sec	ction (Technical Evaluation) w	vill carry a tot	al of 70 marks			
	No.	Evaluation Attribute	Tenderer's	Weighting Score	Max.		
	140.	Evaluation Attribute	Response	Weighting Score	Score		
	T.S.1	Experience  Number of years in printing services		<ul> <li>Over 10 years (15 marks)</li> <li>5 -10 years (10 marks)</li> <li>Below 5 years -prorated at: No of years/15x15 (Attach Evidence)</li> </ul>	15		
	T.S.2	References Provide a list of clients and references, which the supplier has done similar supplies in the last 3 years.		Attach Purchase Orders or contract documents for similar goods together with names and addresses of contact persons where supply has been made	20		

T.S.3	Bank Statements  Bank statements for the past two years to date i.e 2018 and 2019	(a) 5 and Above LPOs / Contracts (20 Mks) (b) 4 LPOs / Contracts (16Mks) (c) 3 LPOs / Contracts (12Mks) (d) 2 LPOs / Contracts (8Mks) (e) 1 LPO / Contract (4 Mks)  Provide certified bank statements for the past two years to date (2018 to date). i.e with Accounts balance of Kshs. 200,000 and above - (10 marks)  Any other account balance prorated as indicated  Provided account Balance /200,000x10	10
T.S.4	Delivery timelines please indicate maximum time required to deliver the calendars and diaries after signing of contact or an LPO issued and approval of the sample and design works	7-14 days (15 marks) 14-21 days (10marks) Above 21 days (0 marks)	15
T.S.5	Physical address	Details of physical     address/location and	5

	Provide details of physical		contacts with copy of		
	address and contacts		title or lease documents		
			or latest utility bill -		
			(5marks)		
			• Not provided - (0		
			marks)		
T.S.6	Commitment		The bidder to make	5	
	A letter of commitment to		undertaking that he/she		
	supply all the awarded		is able to meet the set		
	goods within the set		delivery timelines		
	delivery timelines during		during the contract		
	the contract period				
   Candidate	 es will require to score a minim	um mark of 50	) to proceed to the next stage (F	inancial	
Candidates will require to score a minimum mark of 50 to proceed to the next stage (Financial stage) of evaluation. Those who score below 50 marks will be eliminated at this stage from the					
entire evaluation process and will not be considered further.					

# b) Financial Evaluation

This will entail making comparison of the bid prices submitted by the respective bidders in the *Price Schedule / Summary of Costs*, who will have submitted all the mandatory requirements and attained a minimum score of 50 marks in the technical evaluation.

The best evaluated bidder will be the bidder with the lowest quoted price.

# PRICE SCHEDULE

#	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
Pleas	se Quote for the following:				
Print	ing, Supply and Delivery of				
1.	Branded A4 Diaries	pc	500		
2.	Branded A5 Diaries	pc	400		
3.	Branded Pocket Diaries	pc	400		
4.	Branded Wall Calendars	pc	500		
5.	Branded Desktop Calendars	pc	400		
for N	for Nairobi City County Assembly				
(as per specifications and sample provided)					
	TOTAL PRICE				

DAYS TO DELIVERY	 	 
Remarks	 	 

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

# SECTION III GENERAL CONDITIONS OF CONTRACT

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### SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

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

## 3.2 Application

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

## 3.3 Standards

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

### 3.5 Patent Right's

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

# 3.6 Performance Security

- 3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the NCCA the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to the NCCA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the NCCA and shall be in the form of :
  - a) Cash.
  - b) bank guarantee.
  - c) Such insurance guarantee approved by the Public Procurement Regulatory Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the NCCA and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

## 3.7 Inspections and Tests

- 3.7.1 The NCCA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The NCCA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all

reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the NCCA.

- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the NCCA may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the NCCA.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

# 3.8 Payment

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

### 3.9 Prices

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

## 3.10 Assignment

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

### 3.11 Termination for Default

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

a) if the tenderer fails to provide any or all of the services within the period(s) specified in the contract or within any

- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the NCCA has engaged in corrupt or fraudulent practices in competing for or executing the contract
- d) In the event the NCCA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the NCCA for any excess costs for such similar services.

# 3.12 Termination of insolvency

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

### 3.13 Termination for convenience

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

### 3.14 Resolution of disputes

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

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

# 3.15 Governing Language

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

# 3.16 Force Majeure

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

## 3.17 Applicable Law.

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

### 3.18 Notices

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

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

# SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contact reference	Special conditions of Contract
3.6 Performance Security	Specify performance security if applicable -
	NOT APPLICABLE
3.7 Inspections and Tests	Should any inspected or tested goods fail to conform to the Specifications, the NCCA may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the NCCA.
3.8 Payment	Payment shall be made promptly by the NCCA, but in no case later than sixty (60) days after submission of an invoice or claim.
3.9 Prices	Price variation for contract not exceeding 12 months shall not be permitted.
3.14 Resolution of disputes	Specify resolution of disputes
3.17 Applicable Laws	Laws of Kenya
3.18 Notices	Address: THE CLERK NATBORI CITY COUNTY ASSEMBLY
	NAIROBI CITY COUNTY ASSEMBLY
	P. O. BOX 45844 - 00100, NAIROBI - KENYA
Other's as necessary	Complete as necessary

# SECTION V -TECHNICAL SPECIFICATIONS FOR CALENDARS AND DIARIES

### **5.1 GENERAL**

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

# SECTION VI SCHEDULE OF REQUIREMENTS

**NOTE:** Bidders **MUST** to respond YES or NO on the technical specifications indicating if they are capable of providing as per specification required.

#	ITEM	SPECIFICATION IN DETAIL	BIDDER RESPONSE YES/NO
1	Calendars	Wall	,
		• A2 size	
		• 9 leafs 2 months per page	
		• Top sheet	
		• January 2020 to February 2021	
		Designing	
		Top binding Wire "O" wire	
		• Full color	
		Paper 170gsm matt art paper	
2	Calendars	Desktop	
		• 5 leafs double sided	
		• Last leaf: January 2021 and February 2021	
		• Top sheet	
		• January 2019 to February 2020	
		Designing: Top binding Wire "O" wire	
		• Full color	
		Paper 170gsm matt art paper	
		• Size 17.5cm * 25cm	
		• Stand strawboard 1400gsm with 170gsm matt art	
		paper both sides UV vanished	
3	Diaries	Inside insights in full color	
		Paper 70gsm mart art paper with 2 color printing	
		inside	

Africa map at the front and world map at the back
Leather cover with the Nairobi county crown and the Words Nairobi City County Assembly engraved (branded assembly colors)
352 pages with mouth tabbing
All the above specifications apply for sizes: A4, A5 and Pocket dairies

Signature of tenderer	

## SECTION VI - STANDARD FORMS

Notes on the standard 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.**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.
- 3.**Confidential Business Questionnaire Form** This form must be completed by the tenderer and submitted with the tender documents.
- 4.**Tender Security Form**-When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
- 5.**Performance security Form**-The performance security form should not be completed by the tenderer 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.

# SECTION VII - STANDARD FORMS

# FORM OF TENDER

Date
Tender No
To
[Name and address of NCCA]
Gentlemen and/or Ladies:
Having examined the tender documents including Addenda
Nos. [insert numbers,
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of [total tender amount in words and
figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached
herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the
services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to
percent of the Contract Price for the due performance of the Contract, in the form prescribed by
(NCCA).
4. We agree to abide by this Tender for a period of [number] days from the date fixed for tende
opening of the Instructions to tenderers, and it shall remain binding upon us and may be
accepted at any time before the expiration of that period.

5.	Until a formal Contract is	prepared and executed, th	iis Tender, toge	ether with your written
acc	eptance thereof and your n	otification of award, shall	constitute a bi	nding Contract betweer
us.				
Da	ted this	_day of	_ 20	
[sig	gnature]			
[In	the capacity of]			
Du	ly authorized to sign tende	r for and on behalf of		-

### **CONTRACT FORM**

THIS AGREEMENT made theday of20between[name of procurement				
entity] of[country of Procurement entity](hereinafter called "the NCCA") of the				
one part and[name of tenderer] of[city and country of				
tenderer](hereinafter called "the tenderer") of the other part.				
WHEREAS the NCCA invited tenders for certain materials and spares.				
Viz[brief description of materials and spares] and has accepted a tender by				
the tenderer for the supply of those materials and spares in the spares in the sum of				
[contract price in words and figures]				

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

IN WITNESS whereof the parties here	eto have cause	d 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 NCCA)		
Signed, sealed, delivered by	the	(for the tenderer)		
in the presence of				

# CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Part 1 General			
Business Name	e		
Location of Bu	siness Premises		
Plot No,		Street/Road	
Postal address	Tel No	Fax Ema	il
Nature of Busi	iness		
Registration C	ertificate No		
Maximum valı	ue of business which you	u can handle at any one time	- Kshs
Name of your	bankers		
Branch			
Part 2 (a) - S	ole Proprietor		
	n full		
Your name in	II IUII	Age	• • • • • • • • • • • • • • • • • • • •
		Age Country of Origin	
Nationality Citizenship		Country of Origin	
Nationality Citizenship	details	Country of Origin	
Nationality Citizenship o	details	Country of Origin	
Nationality Citizenship o	details Partnership	Country of Origin	
Nationality Citizenship o	details  Partnership s of partners as follows  Nationality	Country of Origin	Shares
Nationality Citizenship o	details  Partnership s of partners as follows  Nationality	Country of Origin  Citizenship details	Shares
Nationality Citizenship o	details  Partnership s of partners as follows  Nationality	Country of Origin  Citizenship details	Shares
Part 2 (b) - P Given details Name  1. 2.	details  Partnership s of partners as follows  Nationality	Country of Origin  Citizenship details	Shares

State the nominal and issued capital of company				
Nominal Kshs.				
Issued Kshs.				
Given details of all	directors as follows			
Name	Nationality	Citizenship details	Shares	
1				
2				
3				
4				
Date	Si	ignature of Candidate		

### **TENDER SECURITY FORM**

Whereas[name of the tenderer]	
(hereinafter called "the tenderer") has submitted its tender dated[date of	
submission of tender ] for the provision of	
[name and/or description of the services]	
(hereinafter called "the Tenderer")	
KNOW ALL PEOPLE by these presents that WE	
Ofhaving registered office at	
[name of NCCA](hereinafter called "the Bank")are bound unto	
[name of NCCA](hereinafter called "the NCCA") in the sum of	
for which payment well and truly to be made to the said NCCA, the Bank binds itself, it	ts
successors, and assigns by these presents. Sealed with the Common Seal of the said Ban	k
this day of 20	

## THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the NCCA during the period of tender validity:
- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the NCCA up to the above amount upon receipt of its first written demand, without the NCCA having to substantiate its demand, provided that in its demand the NCCA will note that the amount claimed by it is due to it, owing to the occurrence of one or

both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

# PERFORMANCE SECURITY FORM

To:
[name of the NCCA]
WHEREAS[name of tenderer]
(hereinafter called "the tenderer") has undertaken, in pursuance of Contract
No[reference number of the contract] datedto
supply
[Description services](Hereinafter called "the contract")
AND WHEREAS it bas been stipulated by you in the said Contract that the tenderer shall
furnish you with $a$ bank guarantee by a reputable bank for the sum specified therein as security
for compliance with the Tenderer's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the tenderer a guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
tenderer, up to a total of
[amount of the guarantee in words and figures],
and we undertake to pay you, upon your first written demand declaring the tenderer to be in
default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reason
for your demand or the sum specified therein.
This guarantee is valid until the day of 20
Signature and seal of the Guarantors

[name of bank or financial institution]			
[address]	_		
[date]			
(Amend accordingly if provided by Insurance Company)			

#### BANK GUARANTEE FOR ADVANCE PAYMENT

To
[name of tender]
Gentlemen and/or Ladies:
In accordance with the payment provision included in the special conditions of contract, which
amends the general conditions of contract to provide for advance payment,
$[name\ and\ address\ of\ tenderer] [hereinafter\ called\ "the\ tenderer"]\ shall\ deposit\ with\ the\ NCCA$
a bank guarantee to guarantee its proper and faithful performance under the said clause of the
contract in an amount
of
[amount of guarantee in figures and words].
We, the

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

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors				
[name of bank or financial institution]				
[address]				

## LETTER OF NOTIFICATION OF AWARD

Addres	dress of NCCA	
		_
То:		_
RE: Ter	Tender No	
Te	Tender Name	
This is to you.	is to notify that the contract/s stated below under the above mentioned tenou. $\underline{\ }$	der have been awarded
1.	Please acknowledge receipt of this letter of notification signifying your a	cceptance.
2.	The contract/contracts shall be signed by the parties within 30 days of the	ne date of this letter but
not earl	earlier than 14 days from the date of the letter.	
3.	You may contact the officer(s) whose particulars appear below on the su	bject matter of this letter
of notif	otification of award.	
(FULL )	LL PARTICULARS)	

SIGNED FOR ACCOUNTING OFFICER

## FORM RB 1

# REPUBLIC OF KENYA

# PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NOOF20
BETWEEN
APPLICANT
AND
Request for review of the decision of the (Name of the NCCA) of
theday of
REQUEST FOR REVIEW
I/We,the above named Applicant(s), of address: Physical
addressFax NoTel. NoEmail, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-
1.
2.
etc.
By this memorandum, the Applicant requests the Board for an order/orders that: -
1.
2.
etc
SIGNED(Applicant)
Dated onday of/20
FOR OFFICIAL USE ONLY
Lodged with the Secretary Public Procurement Administrative Review Board on day
of20

## **SIGNED**

**Board Secretary**