



**NAIROBI CITY WATER & SEWERAGE COMPANY LTD.**

KAMPALA RD, P. O. Box 30656-00100, Nairobi, Kenya

Tel: +254 0703 080 000



**CONTRACT No. NCWSC/07/2019**

**PROCUREMENT OF ARC-GIS ONLINE  
ANNUAL SUBSCRIPTIONS SERVICES FOR 2  
YEARS**

**September, 2019**

**Closing Date: ..... Monday, September 23<sup>rd</sup>, 2019**

**Closing Time:..... 12:00 noon**

*Board of Directors:*

*L.M. Kamba (Chairman), B. L. Okumu (Vice-Chair), M. Kuruga, E. Mukuhi, T. Muriuki, K. Nyamu, M. Mumo, M.A Abdullahi, C. Kerich, L. Ole Morintat (OGW), M. Abdi, Eng. N. M. Muguna (Ag. Managing Director)*

## SECTION I INVITATION TO BID

### NCWSC/07/2019 - PROCUREMENT OF ARC-GIS ONLINE ANNUAL SUBSCRIPTIONS SERVICES FOR 2 YEARS.

- 1.1 The Nairobi City Water and Sewerage Company Ltd invites sealed bids from eligible candidates for **Procurement of Arc-Gis Online Annual Subscriptions Services For 2 Year**. The detailed break down of the requirements can be obtained in the schedule of requirements/price schedule inside the bid document.
- 1.2 Interested eligible candidates may obtain further information from and inspect the Bid documents at the Procurement Office, Nairobi City Water and Sewerage Company Ltd, on Kampala Road off Enterprise Road, Industrial Area Nairobi during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays.).
- 1.3 A complete set of Bid documents may be obtained by interested candidates from the company's website; [www.nairobiwater.co.ke](http://www.nairobiwater.co.ke). Bidders **MUST** immediately email their name and contact details (company name, cell-phone number and email,) to: **tenders@nairobiwater.co.ke** for records, communication of any tender clarifications and addenda.
- 1.4 Prices quoted shall be net and inclusive of all taxes; and be in Kenya Shillings. They shall remain valid for a period of one hundred and fifty (150) days from the closing date of the Bid.
- 1.5 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Nairobi City Water and Sewerage Company Ltd.
- 1.6 All bids shall be accompanied by a bid security from the bank of not less than **Kes 100,000/=** (Kenya Shillings One Hundred Thousand) only.
- 1.7 This tender is only open to those who meet the requirements for eligibility
- 1.8 All pages must be serialized by the bidder for each bid submitted

**For Managing Director**

**Nairobi City Water & Sewerage Company Ltd**

**Kampala Road, off Enterprise Road**

**P O Box 30656-00100-00100**

**Tel. 254 703 080403**

**Nairobi, Kenya**

**E-mail: [tenders@nairobiwater.co.ke](mailto:tenders@nairobiwater.co.ke)**

**Website: [www.nairobiwater.co.ke](http://www.nairobiwater.co.ke)**

**FORM OF BID**

TO: The Managing Director

Nairobi City Water and Sewerage Company Ltd

P. O. Box 30656 - 00100

NAIROBI, KENYA

Gentlemen:

Having examined the bidding documents including Addenda Nos..... [*insert numbers*], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Procurement of Arc-Gis Online Annual Subscriptions Services For 2 Years.** in conformity with the said bidding document for the sum of Kes

.....  
.....(words).....*figures*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake our Bid if accepted to commence the services in accordance with the delivery schedule specified in the Schedule of Requirements.

After our Bid is accepted we shall furnish a security in the form of Bank Guarantee (to be approved by you) to be jointly and severally bound with us in an amount of 10% of the above named sum, which shall be subject to release to the Supplier in accordance with the General Conditions of the Contract.

We agree to abide by this Bid for a period of 150 days from the date of Bid submission prescribed in the Invitation to Bid and it shall remain binding upon us and may be accepted any time before the expiration of that period.

Unless and until an Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

A Bid security in the sum of Kes 100,000/= (Kenya Shillings one Hundred Thousand) is enclosed with this Bid. The bid security is valid for at least 180 days from the date of bid submission).

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

We hereby agree that any errors in our Bid shall be adjusted as defined in the Bid Document under instructions to Bidders.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019

(Name)

(Signature)

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In the capacity of \_\_\_\_\_

duly authorized to sign Bids, for and on behalf of

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P. O. Box \_\_\_\_\_ Code \_\_\_\_\_

Name of Witness

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Address

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**Signature of Witness**

## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1 Eligible Bidders.**

- 2.1.1 This Invitation for Bids is open to all Bidders eligible as described in the Invitation to Bid. Successful Bidders shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the Bid.
- 2.1.3 Bidders shall provide the qualification information statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for Bids.
- 2.1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods 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 are mined, grown, or produced. Goods 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 is distinct from the nationality of the Bidder.

### **2.3 Cost of Bidding**

- 2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

### **2.4. The Bid Document**

- 2.4.1 The Bid document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Bidders
  - (i) Invitation to Bid
  - (ii) Instructions to Bidders
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of requirements
  - (vi) Technical Specifications
  - (vii) Bid Form and Price Schedules
  - (viii) Bid Security Form
  - (ix) Contract Form
  - (x) Performance Security Form

(xi) Confidential Business Questionnaire

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

**2.5 Clarification of Documents**

2.5.1 A prospective Bidder requiring any clarification of the Bid document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Bid. The Procuring entity will respond in writing to any request for clarification of the Bid documents, which it receives not later than seven (7) days prior to the deadline for the submission of Bids, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Bid document.

2.5.2 The procuring entity shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder to make timely submission of its Bid.

**2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of Bids, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bid documents by amendment.

2.6.2 All prospective candidates that have received the Bid 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 Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Procuring entity, at its discretion, may extend the deadline for the submission of Bids.

**2.7 Language of Bid**

2.7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchange by the Bidder and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the Bidder 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 Bid, the English translation shall govern.

**2.8 Documents Comprising of Bid**

2.8.1 The Bid prepared by the Bidders shall comprise the following components

- (a) a Bid 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 Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid documents; and
- (d) Bid security furnished in accordance with paragraph 2.14

## **2.9 Bid Forms**

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

## **2.10 Bid Prices**

2.10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total Bid 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 the entity.

2.10.3 Prices quoted by the Bid shall be fixed during the Bid's performance of the contract and not subject to variation on any account. A Bid 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 Bid shall be 150 days from the date of opening of the Bid.

## **2.11 Bid Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Bidders.

## **2.12 Bidders Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the Bidder shall furnish, as part of its Bid, documents establishing the Bidders eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

2.12.2 The documentary evidence of the Bidders eligibility to Bid shall establish to the Procuring entity's satisfaction that the Bidder, at the time of submission of its Bid, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the Bidders qualifications to perform the contract if its Bid is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Kenya, the Bidder is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

### **2.13 Goods Eligibility and Conformity to Bid Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the Bidder shall furnish, as part of its Bid documents establishing the eligibility and conformity to the Bid documents of all goods which the Bidder proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods 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 Bid 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 goods;
- (b) a clause-by-clause commentary on the Procuring entity's 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.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(b) above, the Bidder 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 Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, 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 Bid Security**

2.14.1 The Bidder shall furnish, as part of its Bid, a Bid security for the amount specified in the Appendix to Invitation to Bidders.

2.14.2 The Bid security shall be accompanied by a bid security of not less than Kes **100,000/=** (Kenya Shillings one Hundred Thousand)

2.14.3 The Bid security is required to protect the Procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The Bid security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank cheque or a bank guarantee or by an Insurance Company approved by PPOA, in the form provided in the Bid documents and valid for one hundred and fifty (150) from the date of Bid submission.

2.14.5 Any Bid not secured in accordance with paragraph 2.14.2 and 2.14.4 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Bidder's Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring entity.

2.14.7 The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The Bid security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the procuring entity on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder 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 Bids**

2.15.1 Bids shall remain valid for 150 days or as specified in the Invitation to Bid after the date of Bid opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A Bid valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided under paragraph 2.14 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

## 2.16 **Format and Signing of Bid**

2.16.1 The Bidder shall prepare and submit two copies of the Bid, clearly marking each "**ORIGINAL BID**" and "**COPY OF BID,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for unlamented printed literature, shall be initialed by the person or persons signing the Bid and stamped.

2.16.3 The Bid shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

## 2.17 **Sealing and Marking of Bids**

2.17.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Bid:

(b) Bear, Bid number and name in the Invitation for Bids and the words, "**DO NOT OPEN BEFORE,**" **Monday, September 23<sup>rd</sup>, 2019.**

2.17.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid 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, the Procuring entity will assume no responsibility for the Bid's misplacement or premature opening.

## **2.18 Deadline for Submission of Bids**

2.18.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **12.00 noon – Monday, September 23rd, 2019.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of Bids by amending the Bid documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Bids**

2.19.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring prior to the deadline prescribed for submission of Bids.

2.19.2 The Bidder'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 not later than the deadline for submission of Bids.

2.19.3 No Bid may be modified after the deadline for submission of Bids.

2.19.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to paragraph 2.14.8

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

## **2.20 Opening of Bids**

2.20.1 The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend, at **12.00 noon on Monday, September 23rd, 2019** and in the location specified in the Invitation to Bid.

The Bidders' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The Bidders' names, Bid modifications or withdrawals, Bid prices, discounts and the presence or absence of requisite Bid security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the Bid opening.

## **2.21 Clarification of Bids**

2.21.1 To assist in the examination, evaluation and comparison of Bids the Procuring entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

2.21.2 Any effort by the Bidder to influence the Procuring entity in the Procuring entity's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

## **2.22 Preliminary Examination**

2.22.1 The Procuring entity will examine the Bids 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 Bids are generally in order.

2.22.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity

2.22.2 The Procuring entity may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any Bidder.

2.22.3 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each Bid to the Bid documents. For purposes of these paragraphs, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The Procuring entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

2.22.4 If a Bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the non conformity.

2.22.5 The Company reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of an applicant to perform.

### **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of Bid closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Bids**

2.24.1 The Procuring entity will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Bid evaluation committee shall evaluate the Bid within 30 days of the validity period from the date of opening the Bid.

2.24.3 A Bidder who gives false information in the Bid 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.

2.24.4 Each lot if applicable shall be considered as a separate contract and may be awarded on its own.

### **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of Bids shall not exceed 15%.

### **2.26 Contacting the Procuring entity**

2.26.1 Subject to paragraph 2.21 no Bidder shall contact the Procuring entity on any matter related to its Bid, from the time of the Bid opening to the time the contract is awarded.

2.26.2 Any effort by a Bidder to influence the Procuring entity in its decisions on Bid, evaluation, Bid comparison, or contract award may result in the rejection of the Bidder's Bid.

### **2.27 Award of Contract**

#### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily.

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

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring entity will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**(b) Award Criteria**

2.27.4 The Procuring entity will award the contract to the successful Bidder(s) whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**(c) Procuring entity's Right to Vary quantities**

2.27.5 The Procuring 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 entity's Right to accept or Reject Any or All Bids**

2.27.6 The Procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring entity's action

**2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of Bid validity, the Procuring entity will notify the successful Bidder in writing that its Bid 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 Bidder's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful Bidder that its Bid has been accepted, the Procuring entity will send the Bidder the Contract Form provided in the Bid documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within the tender validity period there is an administrative review request.

## **2.30 Performance Security**

2.30.1 Within twenty one (21) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bid documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful Bidder 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 Bid security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new Bids.

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that Bidders 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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish
- (iii) Bid prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (iv) ‘Collusive Practice’ means a scheme or arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, noncompetitive levels, and
- (iv) ‘Coercive Practice’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of a contract.

2.31.2 The procuring entity will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## **2.32 Other sanctions**

The company shall provide sanctions against firms that have not performed according to professionally regulated procedures, contractual agreements or legislation. The latter includes those in serious violations of fair employment laws & practices and known violation of the Public Procurement and Asset Disposal Act, 2015.



### Appendix to Instructions to Bidders

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

| INSTRUCTIONS TO BIDDERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS   |
|-----------------------------------|---|
| 2.1.1                             | <p><i>Eligible Bidders must: -</i></p> <ul style="list-style-type: none"> <li>• <i>Be incorporated in Kenya</i></li> <li>• <i>Have complied with all tax requirements</i></li> <li>• <i>Be established businesses &amp; show proof</i></li> <li>• <i>Have undertaken similar assignments <b>in value and nature</b> in the last three years. Evidence of this, e.g. testimonial letters or copies of orders from such authority, shall be presented with this bid on submission.</i></li> <li>• <i>Have financial and technical capability.</i></li> <li>• <i>Not have any pending works with the Company that are in dispute or had a contract terminated for nonperformance by the Company in the last three years</i></li> </ul> |
| 2.1.3                             | <i>The qualification statement shall be drawn on bidder's letterhead, signed and stamped.</i>   |
| 2.1.4                             | <i>A statement declaring bidder is not ineligible for corrupt and fraudulent practices shall be drawn on bidder's letterhead, signed and stamped.</i>   |
| 2.2.1                             | <i>Must Disclose the source of the goods</i>  |
| 2.4.1-xi                          | <i>Shall be signed, stamped and dated</i>   |
| 2.4.2                             | <i>Pay special attention to this clause</i>   |
| 2.8.1                             | <i>Pay special attention to the clause (See 2.22.4 below)</i>   |
| 2.9.1                             | <i>Pay special attention to the clause</i>  |
| 2.10.2                            | <i>Prices quoted shall be inclusive of all taxes, duties, incidentals etc and shall be delivered prices to Kampala road depot; main Company stores or any other store within Nairobi.</i>   |
| 2.10.3                            | <i>No price variations are applicable in the performance of this contract.</i>  |
| 2.11.1                            | <i>The bid price shall be in Kenya shillings – (See 2.23.1 below )</i>  |
| 2.12                              | <i>Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria</i>  |
| 2.13.3 (a) & (b)                  | <i>Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria</i>  |
| 2.13.4                            | <i>Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria</i>  |
| 2.14.1                            | <i>The Bid security shall be not less than Kes 100,000/= (one Hundred Thousand) only per lot and valid for 180 days from the date of bid submission.</i>  |
| 2.14.4                            | <i>Pay special attention to the clause.</i>   |
| 2.16.1                            | <i>Bidders shall prepare and submit two copies and mark them clearly as “<b>ORIGINAL BID</b>” and “<b>COPY BID</b>”.</i>  |
| 2.16.3                            | <i>Any alterations shall be initialed by the person or persons signing the bid. Any alterations not initialed shall lead to disqualification of the bid.</i>  |

|        |   |
|--------|---|
| 2.17   | <i>Pay special attention to the clause</i>  |
| 2.18.1 | <i>Bids must be received by 12.00noon on <b>Monday, September 23<sup>rd</sup>, 2019.</b></i>  |
| 2.20.1 | <i>Bids shall be opened immediately thereafter receipt at 12.00 on <b>Monday, September 23<sup>rd</sup>, 2019.</b></i>  |
| 2.22.4 | <p><b><u>Preliminary EVALUATION (All Are Mandatory)</u></b></p> <ul style="list-style-type: none"> <li><i>i. Bidders shall prepare and submit two copies (marked clearly “ORIGINAL BID” and “COPY BID”).</i></li> <li><i>ii. Written confirmation on bidder’s letter head that the bidder has not been debarred as a supplier, service provider or consultant for goods, services or works in Kenya; and that the bidder is eligible to participate in Procurement and also a statement declaring that if selected, the bidder shall not be involved in corruption.</i></li> <li><i>iii. Submit authority to seek references from the Bidders bankers and references</i></li> <li><i>iv. Offered Valid Bid Security from Bank or Insurance Company Approved by PPRA. The Bid security shall be not less than Kes 100,000/= (Kenya Shillings one hundred thousand)</i></li> <li><i>v. Bid Security Valid for 180 Days from date of Bid Opening.</i></li> <li><i>vi. Attach Copy of Valid Certificate of Incorporation/Registration (for companies attach valid copy of CR12/ ID for the owner of a business name).</i></li> <li><i>vii. Attach Copy of Current Valid Tax Compliance Certificate.</i></li> <li><i>viii. Attach Copy of Current Valid Certificate of Compliance to N.H.I.F</i></li> <li><i>ix. Attach Copy of Current Valid Certificate of Compliance to N.S.S.F.</i></li> <li><i>x. Form of Bid duly completed, signed, stamped and witnessed.</i></li> <li><i>xi. Price Schedule duly completed (Bidders are advised to fill on the provided Price Schedule as a Mandatory requirement for Uniformity during Evaluation).</i></li> <li><i>xii. All alterations if any must be countersigned by the bidder.</i></li> <li><i>xiii. Confidential Business Questionnaire duly filled</i></li> <li><i>xiv. Attach audited financial accounts for the last two financial years.</i></li> <li><i>xvii. Must indicate the Origin of goods to be supplied (NB: no country is known as LOCAL)</i></li> <li><i>xxii. Bidders must serialize and Stamp every Page of their document with Official rubber Stamp for Ownership.</i></li> <li><i>xxiii. Must submit written power of Attorney.</i></li> </ul> |

xxiv. Further, the Original Bid Document issued by NCWSC shall be returned as part of the Tender Document. Bidders must submit all the pages of the Bid document as issued without altering the content therein. All required information shall be attached to the Original Tender document and neatly bound. Documents submitted as Loose papers will be rejected at Preliminary evaluation stage and shall not progress to Technical Evaluation Stage.

A bidder who fails to meet any of the above details shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage

**Technical Evaluation:**

1. Must provide a Manufacturer Authorization Form or Distributor Letter from the software Proprietor/manufacturer
2. Must Have a Learning Centre Authorized by the Manufacturer to Instruct the required courses
3. Instructors must be Certified by the Software manufacturer to Instruct ArcGIS Courses
4. Must Demonstrate technical competence by providing evidence of at least 3 projects of similar nature in the past 3 years
5. Must have a local support/correspondence office
6. Technical staff.

| Role                               | Minimum Experience (Years) | Education   | Technical Certifications  |
|------------------------------------|----------------------------|---|---|
| GIS, Database and Standards Expert | 8                          | Masters in GIS/ Information Systems or Equivalent                                 | PM-PFP-PRINCE2<br>Foundation Certification<br>Esri Certified Enterprise Geodatabase Management Associate<br>Esri Certified ArcGIS Desktop Associate<br>CompTIA Certified Technical Trainer (CTT+)<br><b>Esri Authorisation</b><br>Authorized/certified to instruct the relevant courses |
| Lead Instructor                    | 5                          | Minimum Masters in GIS/ Geoinformatics or equivalent                              | <b>Esri Authorisation</b><br>Authorized/certified to instruct the relevant courses  |
| Associate Instructor               | 3                          | Bachelor's Degree in Geography, GIS, Geospatial engineering, Survey or equivalent | <b>Esri Authorisation</b><br>Authorized/certified to instruct the relevant courses.   |

**Failure to respond to any Requirement will lead to Non-Responsiveness of that Technical Specification.**

|        |   |
|--------|---|
|        | <p><b>Financial Evaluation:</b></p> <p><i>Financial Evaluation will be conducted only on firms that will be Technically Responsive.</i></p> <p><i>Financially Responsive Firm will be the firm that will be Lowest in price at this Stage</i></p>       |
| 2.22.6 | <i>This is applicable</i>   |
| 2.23.1 | <i>The Company shall allow bids only quoted in Kenya shillings</i>  |
| 2.25   | <i>This is not applicable</i>   |
| 2.27.1 | <i>No pre-qualification shall be applicable</i>   |
| 2.27.2 | <i>Bidder shall provide two immediate years signed audited accounts or a letter from the bank indicating the credit facility available or a certificate from the bank indicating the amount of deposit available at short notice for this contract.</i> |
| 2.27.3 | <i>See 2.22.5 above</i>   |
| 2.27.5 | <i>Quantity variation is not allowed for this contract</i>  |
| 2.28.2 | <i>The award shall be subject to no appeals</i>   |
| 2.28.3 | <i>The requirements of the Public Procurement &amp; Asset Disposal Act, 2015 shall apply.</i>   |
| 2.30.1 | <i>Performance security shall be 10% of the Bid sum.</i>  |
| 2.31   | <i>This shall lead to rejection of the bid in total and may be subject to debarment in future.</i>  |
| 2.32   | <i>This will be taken very seriously and may result to a bid being declared non-responsive.</i>   |

## **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 Bidder, 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 Bidder under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Bidder is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Bidder" 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 the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the Bidder

### **3.4 Standards**

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

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

3.5.3 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 the Procuring entity on completion of the Bidder's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

3.6.1 The Bidder shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

3.7.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful Bidder 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 the Procuring entity as compensation for any loss resulting from the Bidder'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 the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the Bid documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Bidder's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the Bidder 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 Bidder or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the Bidder shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.

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

3.8.5 Nothing in paragraph 3.8 shall in any way release the Bidder from any warranty or other obligations under this Contract.

### **3.9 Packing**

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

3.9.2 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 shall be made by the Bidder 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 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 Bidder under this Contract shall be specified in Special Conditions of Contract

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

### **3.13 Prices**

3.13.1 Prices charged by the Bidder 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 Bidder in its Bid.

3.13.2 Contract price variations shall not be applicable for the first one year (12 months).

3.13.3 Contract price variation shall be as per the provisions of the PPADA 2015.

### **3.14. Assignment**

3.14.1 The Bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate this Contract in whole or in part

- (a) if the Bidder fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the Bidder fails to perform any other obligation(s) under the Contract
- (c) if the Bidder, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the Bidder shall be liable to the Procuring entity for any excess costs for such similar goods.

3.16.3 Either Party may terminate the contract for any reason provided that such termination is communicated to the other Party by way of a notice and provided that such a notice is given three calendar months from the date of receipt of the notice to the date of the termination.

### **3.17 Liquidated Damages**

3.17.1. If the Bidder 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 Bidder may consider termination of the contract.

### **3.18 Resolution of Disputes**

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 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.
42. Special conditions of contract as relates to the GCC are as follows:-

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT  |
|------------------|---|
| 3.3.1            | <i>Bidder shall clearly indicate the origin of the goods</i>  |
| 3.4.1            | <i>See the Technical Specifications.</i>  |
| 3.6.1            | <i>An indemnity on the bidder's letter head, signed and stamped shall form part of the bid document. Noncompliance may render the bid non-responsive.</i>                                     |
| 3.7.1            | <i>Performance security shall be 10% of the awarded contract sum in form of a bank guarantee.</i>   |
| 3.7.3            | <i>Pay special attention to the clause</i>  |
| 3.10.1           | <i>The awarded firm shall commence deliveries immediately but not later than fourteen (14) days from the date of signing the contract agreement.</i>  |
| 3.11.1           | <i>Bidder shall fully insure the goods against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery to NCWSC.</i>                                  |
| 3.12             | <i>Terms of payment shall be sixty (60) days from the date of the invoice.</i>  |
| 3.13.1 & 3.13.2  | <i>Prices quoted shall be delivered prices to the respective sites indicated in the schedule of requirements. Price adjustments are not allowed for this contract.</i>                        |
| 3.13.3           | <i>Price variation not allowed for this contract</i>  |
| 3.14.1           | <i>Bidder shall not assign in part or in whole this contract</i>  |
| 3.15.1           | <i>Bidder shall not subcontract in part or in whole this contract</i>   |
| 3.16.3           | <i>This is applicable for any general termination not clearly defined in this document</i>  |
| 3.16.2           | <i>Bidder shall bear the difference between the market price and the contract price for the cancelled contract</i>  |
| 3.16.3           | <i>This shall apply for any reason not so specified.</i>  |
| 3.17.1           | <i>Liquidated damages shall be 0.5% (point five percent) of the contract amount per day, upto a maximum of 10% (ten percent) which is equivalent to the value of the performance security</i> |
| 3.18.2           | <i>The cost of arbitration shall be borne on a 50/50 basis</i>  |

## **SECTION V - TECHNICAL SPECIFICATIONS PREAMBLE**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Bidders are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 5.1.2 All the 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 calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.3 The Bidders are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product that should not deviate too much from the timeline indicated in the bid document.
  - (ii) The country of origin for all imported goods in pursuant to GCC 3.3

# Procurement of Arc-GIS Online Annual Subscriptions Services for 2 year

## **1.0 Objective**

The Nairobi City Water & Sewerage Company is in a process of developing a state-of the art, user-friendly, business-oriented GIS software for water and waste water. The application under development is on ArcGIS platform and will require online server for facilitating the functionalities of the application. The application will have viewing, editing, creating and saving rights on the required platform. The company is therefore looking for an online GIS solution that will be accessed by various staffs at respective stations and place of work. It shall have different modules with different rights for access and use.

## **2.0 Detailed Product Specification –The Vendor Must Give a Response to Compliance Statement, Failure to Do So Will Be Non-Compliance**

### **2.1 ArcGIS Online GIS Professional Standard (1 User)**

The application should have the following functionalities.

| No | Descriptions  | Compliance statement |
|----|---|----------------------|
| 1  | Have a project-based workflow, where one can work with multiple displays and layouts simultaneously in 2D and 3D.   |                      |
| 2  | Create multiple layouts in projects using templates for industry standard and custom sizes and incorporates dynamic functionality, such as charts, tables, and legends. |                      |
| 3  | Use state-of-the-art tools, such as smart mapping, multi-attribute symbology, and flexible labeling and annotation options to create the world's more stunning maps     |                      |
| 4  | Build dynamic maps, charts, and tables for use in powerful and informative dashboards   |                      |
| 5  | Publish and share maps and projects as packages and services on the web, mobile apps, and social media.   |                      |
| 6  | Transform data into maps and actionable information   |                      |
| 7  | To include wizards and validation tools for sharing your maps for print, as interactive web maps, and optimized for ArcGIS Apps and custom applications.                |                      |
| 8  | Create interactive maps and scenes from file, database, and online sources  |                      |
| 9  | Complete GIS data editing capabilities  |                      |
| 10 | Use disconnected editing in the field   |                      |
| 11 | Automate quality control  |                      |
| 12 | Create spatial data from scanned maps   |                      |
| 13 | Manage workflows and job assignments  |                      |
| 14 | Visually model and spatially analyze a process or workflow  |                      |
| 15 | Basic spatial analysis tools for overlay, proximity, and summary  |                      |
| 16 | Statistical tools for analyzing spatial patterns, clusters, and relationships   |                      |
| 17 | View CAD data or satellite/aerial imagery   |                      |
| 18 | Visualize categories, relationships, distributions, and change in your data using charts.   |                      |
| 19 | Edit a multiuser enterprise geodatabase   |                      |

| No | Descriptions  | Compliance statement |
|----|---|----------------------|
| 20 | Advanced GIS data analysis and modeling   |                      |
| 21 | Advanced data translation and creation  |                      |
| 22 | Have a project-based workflow, where one can work with multiple displays and layouts simultaneously in 2D and 3D.   |                      |
| 23 | Create multiple layouts in projects using templates for industry standard and custom sizes and incorporates dynamic functionality, such as charts, tables, and legends. |                      |
| 24 | Use state-of-the-art tools, such as smart mapping, multi-attribute symbology, and flexible labeling and annotation options to create the world's more stunning maps     |                      |
| 25 | Build dynamic maps, charts, and tables for use in powerful and informative dashboards   |                      |
| 26 | Publish and share maps and projects as packages and services on the web, mobile apps, and social media.   |                      |
| 27 | Transform data into maps and actionable information   |                      |
| 28 | To include wizards and validation tools for sharing your maps for print, as interactive web maps, and optimized for ArcGIS Apps and custom applications.                |                      |
| 29 | Create interactive maps and scenes from file, database, and online sources  |                      |
| 30 | Complete GIS data editing capabilities  |                      |
| 31 | Use disconnected editing in the field   |                      |
| 32 | Automate quality control  |                      |
| 33 | Create spatial data from scanned maps   |                      |
| 34 | Manage workflows and job assignments  |                      |
| 35 | Visually model and spatially analyze a process or workflow  |                      |
| 36 | Basic spatial analysis tools for overlay, proximity, and summary  |                      |
| 37 | Statistical tools for analyzing spatial patterns, clusters, and relationships   |                      |
| 38 | View CAD data or satellite/aerial imagery   |                      |
| 39 | Visualize categories, relationships, distributions, and change in your data using charts.   |                      |
| 40 | Edit a multiuser enterprise geodatabase   |                      |
| 41 | Advanced GIS data analysis and modeling   |                      |
| 42 | Advanced data translation and creation  |                      |

## 2.2 Collector Application (12 Users)

|    | Descriptions   | Compliance statement |
|----|--|----------------------|
| 1  | Enables use of smart android/ios devices to capture data in the field and seamlessly connect to the ArcGIS portal.   |                      |
| 2  | Enable data collection in a connected environment where data is feed directly into ArcGIS and in a disconnected environment where data resides on the smart device then sync as soon as connectivity is available<br>Capture and report spatial and none spatial data to both the desktop and the online platform. |                      |
| 3  | Use a referenced offline basemap   |                      |
| 4  | Copy basemaps with the Files app   |                      |
| 5  | Capture offset locations   |                      |
| 6  | Create maps for data collection projects.  |                      |
| 7  | Design field data collection forms for field workers to use.   |                      |
| 8  | Efficiently capture assets and observations, and perform inspections.  |                      |
| 9  | Enables one to achieve up-to-centimeter accuracy when using a professional-grade or high-accuracy GPS receiver.  |                      |
| 10 | Take maps with image services offline.   |                      |
| 11 | Display current battery level on tablets.  |                      |

|    |  |  |
|----|--|--|
| 12 | Include current altitude in the GPS details  |  |
| 13 | Collect accurate locations and fill out map-driven forms   |  |
| 14 | Data captured with Collector to feed directly into ArcGIS to enable everyone in the field and the office to work from the same accurate data |  |
| 15 | Enables use of smart android/ios devices to capture data in the field and seamlessly connect to the ArcGIS portal.                           |  |

### 2.3 Survey 123 (12 Users)

| No | Descriptions  | Compliance statement |
|----|---|----------------------|
| 1  | Quickly design powerful surveys and publish them into ArcGIS  |                      |
| 2  | Design surveys that speed the collection process with predefined questions that use logic and provide easy-to-fill answers, embedded audio and images, and offer multiple languages   |                      |
| 3  | Enables form centric data collection with smart forms   |                      |
| 4  | Enables use of smart android/iOS devices to capture data in the field and seamlessly connect to the ArcGIS portal.  |                      |
| 5  | Analyse answers from the field in real-time to support decision making.   |                      |
| 6  | Enable data collection in a connected environment where data is feed directly into ArcGIS and in a disconnected environment where data resides on the smart device then sync as soon as connectivity is available Capture and report spatial and none spatial data to both the desktop and the online platform. |                      |
| 7  | Have built-in reporting capabilities  |                      |
| 8  | Enables Point to Point Measurements with Spike  |                      |
| 9  | Date/Time question type in web designer   |                      |
| 10 | Enables one to delete and edit existing records for survey owners   |                      |
| 11 | Allow users to zoom beyond level 18 if the tile package includes more detailed levels   |                      |
| 12 | Quickly design powerful surveys and publish them into ArcGIS  |                      |
| 13 | Design surveys that speed the collection process with predefined questions that use logic and provide easy-to-fill answers, embedded audio and images, and offer multiple languages   |                      |

### 2.4 Workforce Manager (1 User)

| No | Descriptions  | Compliance statement |
|----|---|----------------------|
| 1  | Enable administrator to use real-time and location-based information to assign and prioritize fieldwork on the fly and ensure that work is assigned to the right people at the right time   |                      |
| 2  | Should contains a record for each mobile worker along with their contact number and job title.  |                      |
| 3  | Should have a record for each assignment.   |                      |
| 4  | Should store information such as status, location, and description, among others.   |                      |
| 5  | Should contain a record for each dispatcher within the project and includes information such as name and contact number.  |                      |
| 6  | Should have the functionality to record each point location logged while location tracking is enabled.  |                      |
| 7  | Should also have the following functionalities. <ul style="list-style-type: none"> <li>• Adding Dispatchers and Workers to a Project</li> <li>• Deleting Dispatchers and Workers from a Project</li> <li>• Updating Workers and Dispatchers in a Project</li> </ul> |                      |

| No | Descriptions   | Compliance statement |
|----|--|----------------------|
|    | <ul style="list-style-type: none"> <li>• Searching Workers and Dispatchers in a Project</li> <li>• Adding Assignments to a Project</li> <li>• Deleting Assignments from a Project</li> <li>• Updating Assignments in a Project</li> <li>• Assigning Assignments in a Project</li> <li>• Searching Assignments in a Project</li> <li>• Adding/Removing/Downloading Attachments Searching Tracks (for analysis)</li> </ul> |                      |

## 2.5 ArcGIS Online (12 Users)

| No | Descriptions  | Compliance statement |
|----|---|----------------------|
| 1  | A complete mapping and analysis solution  |                      |
| 2  | Enables one to connect people, locations, and data using interactive maps.  |                      |
| 3  | Work with smart, data-driven styles and intuitive analysis tools that deliver location intelligence. Share your insights with the world or specific groups. |                      |
| 4  | Quickly create maps by dropping in a spreadsheet and mashing it up with other location data included in ArcGIS Online.                                      |                      |
| 5  | Connect field and office operations with shared data.   |                      |
| 6  | Create data, maps, and apps for those in the field to reference or use for data collection.   |                      |
| 7  | Take maps offline and sync when reconnected.  |                      |
| 8  | Use contemporary tools to create maps that feature custom basemaps, multi-attribute symbology, and precise labeling.  |                      |
| 9  | Automate data manipulation workflows. Create, edit, and manage complex 2D and 3D data   |                      |
| 10 | Should have developer tools to enable developers jump-start their work by leveraging the maps, analyses, and styles their mapping colleagues created.       |                      |
| 11 | Instantly share maps with anyone, anywhere.   |                      |
| 12 | Work collaboratively with your colleagues to build maps and apps  |                      |
| 13 | Apply Smart Mapping styles to make your data visually stunning  |                      |

## 2.6 Training

|                   |  |
|-------------------|--|
| Training Overview | <p>Training Workforce Manager (1 staff, 10 days)</p> <ul style="list-style-type: none"> <li>• Training the Workforce Manager on ArcGIS Pro</li> <li>• Training on ArcGIS Online; publishing data, configuring, customizing, creating web applications etc.</li> <li>• On sharing GIS maps and analysis results with other departments so they can be viewed on the web and mobile devices.</li> <li>• Training on field applications using Collector, Survey123 and Workforce</li> <li>• On understanding the specific benefits of ArcGIS online within the organization</li> </ul> <p>Training Other Users (7 staff, 5 days)</p> <ul style="list-style-type: none"> <li>• Training on ArcGIS online portal, publishing and sharing data etc.</li> <li>• Training on field applications using Collector, Survey123 and Workforce</li> <li>• On the overall applications of GIS in the organization</li> <li>• On understanding the specific benefits of ArcGIS online within the organization</li> </ul> |
|-------------------|--|

## 2.6 TRAINING SPECIFICATIONS

| Training Course   | Quantity (Pax)   | Specification   |
|---|------------------|---|
| <p><b>Introduction and Essential Workflows in ArcGIS Pro (5 days)</b></p> | <p><b>1</b></p>  | <p>Learn fundamental concepts that underlie GIS technology and geographic data. In this course, you will gain experience using GIS maps to visualize and explore real-world features; analyze data to answer questions and create new information; and share maps, data, and other resources so they can be easily accessed throughout your organization.</p> <p>Training on common GIS workflows and best practices to map, manage, analyze, and share GIS data and results you need to be productive with ArcGIS Pro.</p> <p>Modules:</p> <ul style="list-style-type: none"> <li>• Combine data from various sources to create accurate, informative maps.</li> <li>• Organize, create, and edit geographic data to keep it accurate and up to date.</li> <li>• Symbolize map features to support 2D and 3D visualization.</li> <li>• Design an attractive page layout for maps that will be printed.</li> <li>• Analyze GIS data to solve spatial problems and create new information.</li> <li>• Share maps, analysis results, and geoprocessing models so they are easily accessible to colleagues, decision makers, or the public.</li> </ul> |
| <p><b>User Workflows for ArcGIS Online (2 days)</b></p>                   | <p><b>12</b></p> | <p>This course introduces web maps, apps, and other authoritative content that may be available through a GIS Portal/ ArcGIS Online. Users will see how this content helps them infuse their projects with geographic context, additional location intelligence, and visual impact.</p> <p>This course teaches user how they turn their authoritative GIS data, workflows, and maps into ArcGIS services that can be published to the ArcGIS online; easily embedded in web maps and websites; accessed by desktop, web, and mobile applications; and deployed to servers on secure internal networks.</p> <p>The instructor will show how to create and share web maps on an organizational site and from within Microsoft Excel.</p>  |



|  |                  |  |
|--|------------------|--|
| <p><b>Field to Office Workflows with ArcGIS (3 days)</b></p> | <p><b>12</b></p> | <p>This course will enable staff at NCWSC learn how ArcGIS supports a complete field data management workflow—from the office to the field, in the field, and back to the office. Users will learn best practices to configure and deploy ArcGIS field productivity apps to meet data-collection needs. Among the modules that will be trained includes:</p> <ul style="list-style-type: none"> <li>• Collector for ArcGIS</li> <li>• Survey123 for ArcGIS</li> <li>• Workforce for ArcGIS</li> <li>• Operations Dashboard for ArcGIS</li> </ul> |
|--|------------------|--|

### 3.1 Qualifications of Service Provider

| Requirement   | Compliance (YES/NO) | Comment |
|---|---------------------|---------|
| Must provide a <b>Manufacturer Authorization Form</b> or <b>Distributor Letter from the software Proprietor/manufacturer</b>    |                     |         |
| Must Have a <b>Learning Centre Authorized by the Manufacturer</b> to Instruct the required courses                              |                     |         |
| Instructors must be <b>Certified by the Software manufacturer</b> to Instruct ArcGIS Courses                                    |                     |         |
| Provide credible Certificates   |                     |         |
| Must Demonstrate technical competence by <b>providing evidence of at least 3 projects</b> of similar nature in the past 3 years |                     |         |
| Must have a local support/correspondence office   |                     |         |

### 3.2 TECHNICAL STAFF QUALIFICATION:

| Role                                      | Minimum Experience (Years) | Education   | Technical Certifications   |
|---|----------------------------|---|--|
| <b>GIS, Database and Standards Expert</b> | 8                          | Masters in GIS/ Information Systems or Equivalent                                 | PM-PFP-PRINCE2 Foundation Certification<br>Esri Certified Enterprise Geodatabase Management Associate<br>Esri Certified ArcGIS Desktop Associate<br>CompTIA Certified Technical Trainer (CTT+)<br><b>Esri Authorisation</b><br>Authorized/certified to instruct the relevant courses |
| <b>Lead Instructor</b>                    | 5                          | Minimum Masters in GIS/ Geoinformatics or equivalent                              | <b>Esri Authorisation</b><br>Authorized/certified to instruct the relevant courses   |
| <b>Associate Instructor</b>               | 3                          | Bachelor's Degree in Geography, GIS, Geospatial engineering, Survey or equivalent | <b>Esri Authorisation</b><br>Authorized/certified to instruct the relevant courses.  |

**PRICE SCHEDULE**

| No               | Product Description                                      | Qty In No.<br>* | Unit Price<br>(KES) | Amount (KES) |
|------------------|--|-----------------|---------------------|--------------|
| 1                | ArcGIS Online GIS Professional Standard user for 3 years | 1               |                     |              |
| 2                | Collector Application for 2 years                        | 12              |                     |              |
| 3                | Survey 123 for 2 years                                   | 12              |                     |              |
| 4                | Workforce Manager for 2 years                            | 1               |                     |              |
| 5                | ArcGIS Online for 2 years                                | 12              |                     |              |
| 6                | <b>Training on ArcGIS for 10 Days</b>                    | <b>12</b>       |                     |              |
| <b>Sub Total</b> |  |                 |                     |              |
| <b>VAT @ 16%</b> |  |                 |                     |              |
| <b>Total</b>     |  |                 |                     |              |

\* Quantity to be defined as per users

Name of Bidder.....

Physical Address.....

Building.....

Town.....

Name of Authorised Representative of Bidder.....

Signature.....

Date.....

**Official Stamp/Company Seal**

## SECTION VII - SCHEDULE OF REQUIREMENTS

### 1. **Delivery Program**

- 1.1 Commencement of service shall be **IMMEDIATELY** but not later than fourteen (14) days from the date of receipt by the Supplier of the sealed contract documents.
  
- 1.2 The internal documentation shall be agreed by the two parties before commencement of the contract. This is subject to changes from time to time on mutual agreement by the two parties

***NB:***

- a) Sample documents shall only be for use by the relevant parties (e.g. Banks) as guidelines to fulfill the requirements of the bid.***
  
- b) Bidders are therefore encouraged to pass the sample documents to the relevant parties and avoid filling them on their own.***

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

*Part 1 – General:*

Business Name  
.....

Location of business premises. ....

Plot No..... Street/Road .....

Postal Address ..... Tel No. .... Fax ..... E mail .....

Nature of Business ,.....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kes. ....

Name of your bankers ..... Branch .....

**Part 2 (a) – Sole Proprietor**

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

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

- Citizenship details  
.....

**Part 2 (b) Partnership**

Given details of partners as follows:

|    | Name  | Nationality | Citizenship Details | Shares |
|----|-------|-------------|---------------------|--------|
| 1. | ..... | .....       | .....               | .....  |
| 2. | ..... | .....       | .....               | .....  |
| 3. | ..... | .....       | .....               | .....  |
| 4. | ..... | .....       | .....               | .....  |

**Part 2 (c) – Registered Company**

Private or Public  
.....

State the nominal and issued capital of company-

Nominal Kes. ....

Issued Kes. ....

Given details of all directors as follows

|    | Name  | Nationality | Citizenship Details | Shares |
|----|-------|-------------|---------------------|--------|
| 1. | ..... | .....       | .....               | .....  |
| 2. | ..... | .....       | .....               | .....  |
| 3. | ..... | .....       | .....               | .....  |
| 4. | ..... | .....       | .....               | .....  |
| 5. | ..... | .....       | .....               | .....  |

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

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

## BID SECURITY FORM

Whereas ..... [name of the Bidder]

(hereinafter called "the Bidder") has submitted its Bid dated ..... [date of submission of Bid] for the supply, installation and commissioning of .....[name and/or description of the equipment]

(hereinafter called "the Bid") ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:-

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring entity during the period of Bid 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 Bidders;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

---

[signature and seal of the bank]

**PERFORMANCE SECURITY FORM**

To .....

*[name of Procuring entity]*

WHEREAS ..... *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken , in pursuance of Contract No. \_\_\_\_\_  
*[reference number of the contract]* to supply .....  
*[description of goods]* (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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]*