



**NATIONAL OIL CORPORATION OF KENYA**

**PREQUALIFICATION OF SUPPLIERS FOR  
PROVISION OF CONFERENCE  
FACILITIES (NAIROBI, MOMBASA, KISUMU,  
ELDORET, NAKURU)  
NOCK/PRC/03(1496) 2018-2019**

**NATIONAL OIL CORPORATION OF KENYA  
KAWI HOUSE, SOUTH C  
RED CROSS ROAD, OFF POPO ROAD  
P.O. BOX 58567 – 00200  
NAIROBI**

**Email: [tenders@nockkenya.co.ke](mailto:tenders@nockkenya.co.ke)**

**JANUARY, 2019**

**Tender Closing Date & Time: FEBRUARY 7<sup>th</sup>, 2019 at 1000hrs (East  
African Time)**

## SECTION I - INVITATION FOR PREQUALIFICATION (IFQ)

**Tender No. NOCK/PRC/03 (1496) 2018-2019**

**Tender Name: *Prequalification of Suppliers for Provision of conference facilities (Nairobi, Mombasa, Kisumu, Eldoret, Nakuru)- FY 2018-2019 and 2019-2020***

1. National Oil Corporation (**National Oil**) hereinafter referred as “Procuring entity” intends to register candidates for the following : ***Prequalification of Suppliers for Provision of conference facilities (Nairobi , Mombasa , Kisumu , Eldoret , Nakuru )***
2. Prequalification is open to entities who meet the required mandatory and technical threshold provided in this tender document for ***Prequalification of Suppliers for Provision of conference facilities (Nairobi , Mombasa , Kisumu , Eldoret , Nakuru )***
3. Interested candidates may view/obtain/download the prequalification documents at [www.nationaloil.co.ke](http://www.nationaloil.co.ke)

**Procurement Department**  
**National Oil Corporation – Kawi House, South C,**  
**Red Cross Road off Popo Road**  
**P.O Box 58567 – 00200**  
**NAIROBI**  
**Email: [tenders@nockenya.co.ke](mailto:tenders@nockenya.co.ke)**

during normal working hours (Monday to Friday 0800hrs to 1700hrs East African Time).

4. The complete Prequalification document is downloaded from the National Oil Corporation website [www.nationaloil.co.ke](http://www.nationaloil.co.ke) free of charge. Bidders who download the Prequalification document from the website MUST register the names and contact details of their firms on the email [tenders@nockenya.co.ke](mailto:tenders@nockenya.co.ke) for record and any further clarifications and addenda.
5. The following documents are mandatory and must accompany the submission as they will form the preliminary evaluation where non-submission of any of the documents will lead to disqualification from the process.
  - Copy of Certificate of Incorporation or Registration

- Copy of valid Tax Compliance Certificate
- Duly Filled Signed and Stamped Supplier Prequalification Questionnaire
- Duly Filled, Signed and Stamped signed Bidder's Declaration and Integrity Pact
- Copy of CR12 Form from the Registrar of Companies on the Registrar's letterhead
- Catalogue of conference facilities.
- Properly bound (Spiral or perfect cover, hard cover or case bound), paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order).

6. Applications for Prequalification must be submitted enclosed in plain sealed envelopes marked with **“PREQUALIFICATION OF SUPPLIERS FOR PROVISION OF CONFERENCE FACILITIES (NAIROBI, MOMBASA, KISUMU, ELDORET, and NAKURU Ref. No. NOCK/PRC/03(1496) 2018-2019 – DO NOT OPEN BEFORE 7<sup>TH</sup> FEBRUARY 2019 AT 1000HRS (EAST AFRICA TIME)”**.

|  |  |
|--|--|
| <p>Addressed to:</p> <p><b>The Chief Executive Officer<br/>National Oil Corporation of Kenya<br/>Kawi House, South C<br/>Red Cross Road, Off Popo Road,<br/>P.O. Box 58567-00200 Nairobi</b></p> | <p>And be deposited in the tender box provided at:</p> <p><b>The Reception, on Ground Floor<br/>National Oil Corporation of Kenya<br/>Kawi house, South C<br/>Red Cross road, Off Popo road<br/>P.O. Box 58567-00200<br/>NAIROBI</b></p> |
|--|--|

So as to be received on or before **FEBRUARY 7<sup>th</sup>, 2019 Time: 1000hrs East Africa Time**

7. All candidates whose applications will have been received before the closing date and time will be advised in due course, of the results of their applications. Only candidates successful under this Prequalification process will be invited to tender.

**CHIEF EXECUTIVE OFFICER**

## SECTION II - INSTRUCTIONS TO CANDIDATES

### Table of Contents

|   | Page |
|---|------|
| 2.1 Scope of tender .....                       | 3    |
| 2.2 Submission of Applications .....            | 3    |
| 2.3 Eligible candidates .....                   | 6    |
| 2.4 Qualification criteria .....                | 6    |
| 2.5 Joint venture .....                         | 7    |
| 2.6 Public sector companies .....               | 7    |
| 2.7 Conflict of interest .....                  | 7    |
| 2.8 Updating prequalification information ..... | 8    |
| 2.9 Preferences                                 |      |
| 2.10 General                                    |      |

## **SECTION II - INSTRUCTIONS TO CANDIDATES**

### **2.1 Scope of Tender**

**2.1.1** National Oil hereinafter referred to as the procuring entity intends to register service providers for Supply and delivery of branded merchandise. It is expected that the Prequalification applications will be submitted to be received by the procuring entity not later than **February 7<sup>th</sup>, 2019 at 1000hrs East African Time.**

The scope of services includes Provision of branded Merchandise to National Oil Corporation as and when the need arises.

**2.1.2** Prequalification is open to eligible firms and voluntarily formed joint ventures as indicated in appendix to instructions to candidates.

**2.1.3** General information on the climate, hydrology, topography, access to site, transportation and communications facilities, medical facilities, project layout, expected construction period, facilities, services provided by the procuring entity and (other relevant date) are as specified in the appendix to instructions to candidates. The contract will be a unit price/lump sum/turnkey contract. The tender documents will be for Supply and delivery of branded merchandise.

### **2.2 Submission of Application**

Applications for Prequalification shall be submitted in sealed envelopes marked with the tender name and reference number and deposited in the tender box at:

**The Reception, Ground floor  
National Oil Corporation of Kenya  
Kawi House, South C  
Red Cross road, Off Popo road  
P.O. Box 58567-00200  
NAIROBI**

be addressed to:

**The Chief Executive Officer  
National Oil Corporation of Kenya  
Kawi House, South C  
Red Cross Road, Off Popo Road,  
P.O. Box 58567-00200 Nairobi**

so as to be received on or before **February 7<sup>th</sup>, 2019 at 1000hrs East African Time.**

The procuring entity reserves the right to accept or reject late applications.

- 2.2.1 The name and mailing address of the applicant may be marked on the envelope.
- 2.2.2 All the information requested for pre qualification shall be provided in the English language. Where information is provided in any other language, it shall be accompanied by a translation of its pertinent parts into English language. The translation will govern and will be used for interpreting the information.
- 2.2.3 Failure to provide information that is essential for effective evaluation of the applicant's qualifications or to provide timely clarification or sub substantiation of the information supplied may result in the applicant's disqualification.
- 2.2.4 A consultations and clarifications meeting will be held at (*place, date and time*) at which applicants may request clarifications of the prequalification document. Attendance of this meeting will be voluntary

### **2.3 Eligible Candidates**

- 2.3.1 This invitation for pre-qualification is open to all candidates who are eligible as defined in Kenya's Public Procurement Law and regulations and as indicated in the appendix to instructions to candidates.
- 2.3.2 The procuring entity'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.
- 2.3.3 All terms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

### **2.4 Qualification Criteria**

- 2.4.1 Pre-qualification will be based on meeting the minimum requirements to pass in the criteria set as shown below. The declaration will be either pass or fail regarding the applicant's general and particular experience, personnel and equipment capabilities and financial position as demonstrated by the applicant's response in the forms provided in Section IV and submitted with the letter of application. The procuring entity reserves the right to waive minor deviations if they do not materially affect the capability of an applicant to perform the contract.
- 2.4.2 When highly specialized inputs (especially for execution of the contact) are required by the applicant from specialist sub contractors, such subcontractors and their inputs shall be described in the Standard Form 1 (General Information)

2.4.3 Litigation history the applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last five years. A consistent history of awards against the applicant or any partner of a joint venture may result in failure of the application.

## **2.5 Joint Venture**

2.5.1 Joint ventures must comply with the following:-

(a) Following are the minimum qualification requirements.

(i) The lead partner shall meet not less than (not less than ( %)) of all the qualifying criteria in paras's 2.4.3 and 2.4.6 above (24)

(b) The formation of a joint venture after pre-qualification and any change in a prequalified joint venture will be subject to the written approval of the procuring entity prior to the deadline for submission of bids. Such approval may be denied if (i) partners withdraw from a joint venture and the remaining partners do not meet the qualifying requirements (ii) the new partners to a joint venture are not qualified, individually or as an another joint venture; or (iii) in the opinion of the procuring entity a substantial reduction in competition may result.

(c) Any future bid shall be signed so as to legally bind all partners, jointly and severally, and any bid shall be submitted with a copy of the joint venture agreement providing the joint and several liability with respect to the contract.

2.5.2 The pre-qualification of a joint venture does not necessarily pre qualify any of its members individually as a member in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may prequalify if it meets all the prequalification requirements, subject to a written approval of the procuring entity

## **2.6 Public Sector companies**

2.6.1 Any public owned enterprise may be eligible to qualify if, in addition to meeting all the above requirements, it is also legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of another public entity.

## **2.7. Conflict of Interest**

2.7.1 The applicant (including all members of a joint venture) shall not be associated, nor have been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other prequalification and bidding documents for the project, or with an entity that was proposed as engineer for the contract. Any such association must be disclosed and may result in the dis-qualification of the applicant.

**2.8. Updating Pre-qualification Information**

- 2.8.1 Pre qualified candidates shall be required to update the financial information used for pre qualification at the time of submitting their bids and to confirm their continued compliance with the qualification criteria. A bid shall be rejected if the applicant's qualification thresholds are no longer met at the time of bidding.



## APPENDIX TO INSTRUCTIONS TO CANDIDATES

The following instructions for the pre-qualification of candidates shall supplement, complement or amend the provisions of the instructions to candidates.

Where there is a conflict between the provisions of the instructions to candidates and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to the candidates.

| Clause                                     | Particulars of appendix to instructions to tenderers  |
|--|---|
| 2.1.2 Eligible candidates                  | Prequalification is <b>open national tender</b> open to eligible firms and voluntarily formed joint ventures registered in Kenya only   |
| 2.2.4 Consultations meeting                | The prequalification will not have a consultations and clarifications meeting.  |
| 2.3.1 Requirements for Eligible candidates | <p><b><i>Preliminary evaluation on eligibility.</i></b><br/> <i>The tenderer shall provide the following mandatory requirements which shall be used for the preliminary evaluation (failure to submit the mandatory requirements will lead to disqualification from the tender process).</i></p> <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation or Registration</li> <li>• Copy of valid Tax Compliance Certificate</li> <li>• Duly filled, signed and Stamped Supplier Prequalification Questionnaire</li> <li>• Duly filled, Signed and Stamped signed Bidder's Declaration and Integrity Pact</li> <li>• Copy of CR12 Form from the Registrar of Companies on the Registrar's letterhead</li> <li>• Catalogue of conference facilities.</li> <li>• Properly bound (Spiral or perfect cover, hard cover or case bound), paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order).</li> </ul> |

**1 TENDER SUBMISSION FORM**

To: **Chief Executive Officer  
National Oil Corporation – Kawi House, South C,  
Red Cross Road off Popo Road  
P.O Box 58567 – 00200, NAIROBI**

Dear Madam,

We, the undersigned, offer to supply the required services in accordance with your tender for Pre-qualification of suppliers for Prequalification of Suppliers – for Supply and delivery of branded merchandise and hereby submit our Tender Document.

Our tender is binding to us and if found acceptable we shall be pleased to be included in the list of the pre-qualified firms.

We understand you are not bound to accept either in part or whole any tender you receive.

We remain

Yours sincerely,

Authorised Signature .....

Name of Signatory .....

Title of Signatory .....

Name of Tenderer .....

Address .....

.....

.....

2 LETTER OF APPLICATION

Date .....

To .....  
.....  
(name and address of the procuring entity)

Ladies and/or Gentlemen

1. Being duly authorized to represent and act on behalf of ..... (name of firm) (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the pre qualification information provided, the undersigned hereby apply to be prequalified by yourselves for Prequalification of Suppliers for Provision of conference facilities (Nairobi , Mombasa , Kisumu , Eldoret , Nakuru )

| Ref No.                        | Tender name   |
|--------------------------------|---|
| NOCK/PRC/03(1495)<br>2018-2019 | Prequalification of Suppliers for Provision of conference facilities (Nairobi , Mombasa , Kisumu , Eldoret , Nakuru ) |

2. Attached to this letter are copies of original documents defining
  - (a) the Applicant’s legal status
  - (b) the principal place of business and
  - (c) the place of incorporation (for applicants who are corporations), or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by yourselves to verify statements and information provided in this application, such as the resources, experience, and competence of the Applicant.
4. Your Agency and its authorized representatives may contact the following persons for further information.

| <b>General and managerial inquiries</b> |                     |
|---|---------------------|
| <i>Contract 1:</i>                      | <i>Telephone 1:</i> |
| <i>Contract 2:</i>                      | <i>Telephone 2:</i> |

| <b>Personnel inquiries</b> |                     |
|----------------------------|---------------------|
| <i>Contract 1:</i>         | <i>Telephone 1:</i> |
| <i>Contract 2:</i>         | <i>Telephone 2:</i> |

| <b>Technical inquiries</b> |                     |
|----------------------------|---------------------|
| <i>Contract 1:</i>         | <i>Telephone 1:</i> |
| <i>Contract 2:</i>         | <i>Telephone 2:</i> |

| <b>Financial inquiries</b> |                     |
|----------------------------|---------------------|
| <i>Contract 1:</i>         | <i>Telephone 1:</i> |
| <i>Contract 2:</i>         | <i>Telephone 2:</i> |

5. This application is made with the full understanding that:

- a) bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding.
- b) Your Agency reserves the right to:
  - amend the scope and value of any contracts bid under this project; in such event, bids will only be called from prequalified bidders who meet the revised requirements; and
  - reject or accept any application, cancel the prequalification process, and reject all applications.

c) your Agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them

6. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, in the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the <each> contract, and the responsibilities for execution of the <each> contract.

7. The undersigned declare that the statement made and the information provided in the duly completed application are complete, true, and correct in every detail.

|  |   |
|--|---|
| Signed:<br>.....   | Signed:<br>.....                        |
| Name:  | Name:                                   |
| For and on behalf of (name of Applicant or lead partner of a joint venture): | For and on behalf of (name of partner): |

|                                     |  |
|-------------------------------------|--|
| Signed:<br>.....                    | Signed:<br>.....                       |
| Name:                               | Name:                                  |
| For and on behalf (name of Partner) | For and on behalf of (name of partner) |
| Signed:<br>.....                    | Signed:<br>.....                       |
| Name:                               | Name:                                  |
| For and on behalf (name of Partner) | For and on behalf of (name of partner) |

**3 SUPPLIER PRE-QUALIFICATION QUESTIONNAIRE (TO BE COMPLETED BY THE SUPPLIER)**

- (A) NAME .....
- (B) P.O. BOX .....POSTAL CODE .....TOWN  
.....
- (C) PHYSICAL ..... ADDRESS
- (D) NAME ..... OF ..... STREET  
.....
- (E) TELEPHONE ..... NUMBERS  
.....
- (F) FAX ..... NUMBERS  
.....
- (G) E-MAIL ..... WEBSITE.....
- (H) CONTACT PERSON.....DESIGNATION.....

**CERTIFICATE OF REGISTRATION/INCORPORATION**

Number: ..... DATE.....  
(ATTACH COPY)

CURRENT TRADE LICENCE NO. .... DATE .....  
(ATTACH COPY)

PIN CERTIFICATE NO. .... DATE .....  
(ATTACH COPY)

VAT REGISTRATION NO. .... DATE .....  
(ATTACH COPY)

NAME AND ADDRESS OF BANKERS  
.....  
BRANCH.....

ACCOUNT  
NUMBER.....

BANK CODE  
.....

BRANCH CODE .....

SORT AND SWIFT CODE .....

LEGAL STATUS OF SUPPLIER .....  
(Indicate whether Business Name or Sole Proprietorship or Company or Partnership, etc)

PERIOD IN BUSINESS .....

| NATURE | OF | LEGAL | BUSINESS/SPECIALITY |
|--------|----|-------|---------------------|
| .....  |    |       |                     |
| .....  |    |       |                     |
| .....  |    |       |                     |

NAMES OF DIRECTORS AND SHAREHOLDING (%): -

- (1).....
- (2) .....
- (3).....
- (4).....
- (5).....

ASSOCIATE COMPANIES

- (1).....
- (2) .....
- (3).....
- (4).....
- (5).....
- (6).....

TOTAL NUMBER OF STAFF EMPLOYED.....

- (1) MANAGERIAL / SUPERVISORY .....
- (2) TECHNICAL .....
- (3) SEMI -SKILLED .....

OTHER ORGANIZATIONS/COMPANIES WHERE YOU CURRENTLY SUPPLY AND RANGE OF SUPPLY ITEMS (excluding National Oil)

- (1).....
- (2) .....
- (3).....
- (4).....
- (5).....
- (6).....

SPECIFY AND GIVE DESCRIPTIVE DETAILS OF THE GOODS/WORKS/SERVICES YOU WISH TO SUPPLY

.....

.....

VALUE OF BUSINESS YOU CAN HANDLE AT ANY ONE TIME

KSHS.....

HAVE YOU PREVIOUSLY BEEN PROVIDING CONFERENCE FACILITIES TO NATIONAL OIL?

Yes/No: .....

IF YES, GIVE DETAILS AND INDICATE THREE OF NATIONAL OIL LAST PURCHASE ORDER NUMBER/ENGAGEMENT AND DATE OF ENGAGEMENT

.....

.....

.....

DO YOU HAVE ANY PENDING ORDERS WITH NATIONAL OIL?

.....

IF YES GIVE DETAILS

.....





**4 BIDDER’S DECLARATION AND INTEGRITY PACT**  
**Bidder’s Declaration**

We/I the undersigned ....., in the capacity of .....  
..... for ..... [name of the company/firm/individual] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder’s name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

## **Integrity Pact**

### **Bidder's Oath to fulfill the Integrity Pact**

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: \_\_\_\_\_, all personnel of \_\_\_\_\_ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by National Oil Corporation of Kenya (herein referred to as NATIONAL OIL) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by NATIONAL OIL for a period of two (2) years. If proven as a fact that we have offered bribes to NATIONAL OIL or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If proven that we have offered bribes to NATIONAL OIL or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a NATIONAL OIL official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with

officials and NATIONAL OIL, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.

5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, NATIONAL OIL to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

6 The bidder authorizes NATIONAL OIL, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

*We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a "Special Condition of Contract," and not file any civil, administrative or criminal appeals regarding any of the above terms.*

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Chief Executive/Managing Director)

Full Name printed: \_\_\_\_\_

Stamp: \_\_\_\_\_