

KENYA POST OFFICE SAVINGS BANK



My Bank, My Choice, My Future

TENDER NO.KPOSB/018/2018

TENDER FOR PROVISION OF CASH IN TRANSIT SERVICES

Release Date: 30th October, 2018

Closing Date: 13th November, 2018 at 10.00 a.m.

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INTRODUCTION

Kenya Post Office Savings Bank herein referred to as Postbank invites sealed bids from eligible Registered Companies with appropriate and valid accreditations or Membership as necessary offering Security and Safety Services (Cash in Transit)

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of the services, reputation, and the personnel to perform the contract.

They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and National Social Security contributions.

SECTION I – INVITATION TO TENDER

Date: 30th October, 2018

Tender REF No: KPOSB/018/2018

Tender Name: Tender for Provision of Cash in Transit Services

1.1 **Kenya Post Office Savings Bank** (hereafter referred to as “Postbank”) invites sealed bids from eligible Registered Companies with appropriate and valid accreditations or Membership as necessary offering Security and Safety Services (Cash in Transit Services).

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **90 days** from the closing date of the tender.

1.2 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at ground Floor, Postbank House and be addressed to:

The Managing Director,
Kenya Post Office Savings Bank,
P.O. Box 30311-00100,
Nairobi

So as to be received on or before 13th **November, 2018 at 10.00 a.m.**

1.3 Bidders are encouraged to visit Postbank or IFMIS websites from time to time before tender closure for any uploaded information through addendum /clarification for this tender.

1.4 Tenders **MUST** be accompanied by an original bid security of **Kshs. 200,000.00** and in the form specified in the tender document.

1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the 5th Floor Conference Room South Wing Postbank House Nairobi.

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. Postbank employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Postbank to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Postbank, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.2.3 Postbank shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify Postbank in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Postbank will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of Postbank response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2. Postbank shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, Postbank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by Postbank within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Postbank satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Postbank against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Postbank as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Postbank.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Postbank on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **90 days** or as specified in the invitation to tender after date of tender opening prescribed by the Postbank, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Postbank as nonresponsive.

2.13.2 In exceptional circumstances, the Postbank may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

All pages of the tender shall be well serialized and shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. Both the inner and the outer envelopes shall:
- (a) Be addressed to Postbank at the address given in the invitation to tender
 - (b) Bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 13th November, 2018 at 10.00 a.m.**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Postbank will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Postbank at the address specified under paragraph 2.15.2 not later – **13th November, 2018 at 10.00 a.m.**
- 2.16.2 Postbank may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Postbank as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

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

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

2.17.6 Postbank shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

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

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Postbank, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Postbank will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

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

2.20 Preliminary Examination and Responsiveness

2.20.1 The Postbank will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

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

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. Postbank may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Postbank on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Postbank in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Postbank will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Postbank will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

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

2.24.5 The Postbank reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If Postbank determines that none of the tenderers is responsive; Postbank shall notify each tenderer who submitted a tender.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Postbank pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, Postbank will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

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

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

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Postbank, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Postbank.

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

2.28 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

- 2.1.1 The tender is open to Registered Companies offering Security and Safety Services (Cash In Transit), with appropriate and valid accreditations or Membership as necessary.
- 2.1.3 Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
- 2.13 **Tender Security**
Tender security shall be **Kshs. 200,000.00**.
The security shall be issued by a reputable Bank/Insurance Firm located in Kenya and should strictly be denominated in Kenya shillings.
- 2.17.3 **Bulky Tenders**
Bulky tenders, which will not fit in the tender box, shall be received at the office of the Procurement Manager on the closing day before 10.00 AM.
- 2.27 **Right to award Contract:-**
PCK reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.
- 2.28 The performance security required will be **Kshs 1,000,000.00**

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent

Right’s

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

3.6 Performance

Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its

obligations under the Contract.

- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.11 Termination for Default

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

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract. If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.
 - 4.2.1 Performance security required will be a bank guarantee in the format provided in the bidding Document i.e. Kshs.1,000,000.00 (Ref: General Condition of Contract 3.6).
 - 4.2.2 Provision of cash in transit services shall be for a period of two (2) years starting **upon signing of the Contract by both parties** (Ref: General conditions of Contract 3.8).
 - 4.2.3 Payment terms are that payment shall be made within thirty (30) days from the date of provision of service (General Conditions of Contract 3.8).
 - 4.2.4 Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, Claim or dispute. (Ref: General Conditions of Contract 3.14).

SECTION V – DESCRIPTION OF SERVICES

SERVICE AND OTHER KEY REQUIREMENTS OBLIGATIONS

1	Provide special purposes vehicles designed for Cash in Transit at the specified branches and frequency
2	The successful bidder for Cash in Transit shall be required to have branches and existing network in Regions where cash lot is tendered for
3	Cash in Transit Vehicles must be fitted with tracking systems and communication radios
4	Indicate strength and number of CIT vehicles branch offices countrywide
5	The successful bidder is expected to submit Money Transfer Insurance Cover

SECTION VI; SCHEDULE OF REQUIREMENTS

Kenya Post Office Savings Bank requires Cash in Transit Services from competent Registered Security and Safety providers. The Contract will entail the provision of Cash in Transit Services at the specified offices and frequency.

NAIROBI REGION				
No	FROM POSTBANK	TO	FREQUENCY/ TRIPS	REMARKS
1	HOB	NBK,Harambee Avenue	7 per month	Contract
2	EASTLEIGH	KCB	4 per month	Contract
3	GARISSA	KCB	4-5 per month	Contract
4	KARURI	KCB	2 per month	Contract
5	KIAMBU	KCB	3 per month	Contract
6	KIKUYU	KCB	4 per month	Contract
7	LIMURU	KCB	1 per month	Contract
8	MATUU	KCB	4 per month	Contract
9	GITHURAI	KCB	15 per month	Contract
10	MWINGI	KCB	3 per month	Contract
11	NGARA	KCB	2 per month	Contract
12	RUIRU	KCB	2 per month	Contract
13	THIKA	KCB	3 per month	Contract
14	UTHIRU	KCB	2 per month	Contract
15	WESTLANDS	KCB	2 per month	Contract
16	KARIOBANGI	KCB	2 per month	Contract
17	KAWANGWARE	KCB	1 per month	Contract
18	AFYA- CENTER	NBK Harambee Avenue	5 per month	Contract
19	ATHI- RIVER	KCB	1 per month	Contract
20	CANNON	KCB	2 per month	Contract

NAIROBI REGION				
No	FROM POSTBANK	TO	FREQUENCY/ TRIPS	REMARKS
21	KANGUNDO	KCB	2 per month	contract
22	KAREN	KCB	1 per month	Contract
23	KIBWEZI	KCB	3 per month	Contract
24	KITUI	KCB	4 per month	Contact
25	MACHAKOS	KCB	6 per month	Contact
26	MAKUENI	KCB	4 per month	Contract
27	NACICO	KCB Jogoo Road	3 per month	Contract
28	ONGATA RONGAI	KCB	2 per month	Contract
29	VIWANDANI	KCB Jogoo Road	4 per month	Contract
30	NGONG	KCB	3 per month	Contract
31	EMALI	KCB	3 per month	Contract
32	MLOLONGO	KCB	4 per month	Contract
33	KAJIADO	KCB	1 per month	Contract
34	ENTERPRISE	KCB Industrial Area (100m from Branch)	3 per month	Contract
35	ADAMS ARCADE	KCB Nakumatt, Prestige, Ngong	2 per month	Contract
36	KITENGELA	NBK	Not Applicable	Branch and Bankers are within the same

COAST REGION				
S/n	FROM	TO	FREQUENCY	REMARKS
1	CHANGAMWE	KCB	2 per month	Contract
2	KILIFI	KCB	2 per month	Contract
3	LIKONI	CO.OP	Not Applicable	Bankers in the same building
4	MALINDI	KCB	9 per month	Contract

5	MARIAKANI	KCB	4 per month	Not Application
6	MOI AVENUE	KCB	3 per month	Contract
7	SAVANI MOMBASA	KCB	5 per month	Contract
8	MTWAPA	KCB	7 per month	Contract
9	TAVETA	KCB	4 per month	Contract
10	VOI	KCB, Voi	3 per month	Contract
11	UKUNDA	KCB	8 per month	Contract
12	WATAMU	KCB	6 per month	Contract
13	KISAUNI	KCB	3 per month	Contract
WESTERN REGION				
S/n	FROM	TO	FREQUENCY/	REMARKS
1	BUNGOMA	NBK	3 per month	Contract
2	BUSIA	NBK	10 per month	Contract
3	HOMABAY	KCB	3 per month	Contract
4	KAKAMEGA	KCB	9 per month	Contract
5	KEROKA	KCB	3 per month	Contract
6	KISII	NBK	12 per month	Contract
7	KISUMU	KCB	9 per month	Contract
8	LUANDA	KCB	3 per month	Contract
9	MUMIAS	KCB	3 per month	Contract
10	SARE-AWENDO	NBK	3 per month	Contract
11	SIAYA	KCB	3 per month	Contract
12	SUNA- MIGORI	KCB	3 per month	Contract
13	WEBUYE	KCB	4 per month	Contract
14	KEHANCHA	KCB	3 per month	Contract
15	NYAMIRA	KCB	2 per month	Contract
16	MBALE	KCB	2 per month	Contract
17	OYUGIS	KCB,Oyugis	4 per month	Contract
18	BONDO	KCB	2 per month	Contract

19	MBITA	KCB	1 per month	Contract
20	BOMET	KCB	5 per month	Contract
21	KERICHO	KCB	1 per month	Contract
MT. KENYA REGION				
S/n	FROM	TO	FREQUENCY	REMARKS
1	CHUKA	KCB	2 per month	Contract
2	EMBU	KCB	10per month	Contract
3	ISIOLO	KCB	1 every 2 months	Not Applicable
4	KARATINA	KCB	2 per month	Contact
5	KERUGOYA	KCB	2 per month	Contract
6	MAUA	CO.OP	1 per month	Contract
7	MERU	KCB	3 per month	Contract
8	NANYUKI	KCB	4 per month	Contract
9	MWEA	KCB	2 per month	Contract
10	NYERI	KCB	2 per month	Contract
11	MURANGA	KCB	2 per month	Contract
12	MARSABIT	KCB	2 per month	Contract
R/VALLEY REGION				
1	ELDORET	NBK	5 per month	contract
2	GILGIL	KCB	1 per month	Contract
3	KABARNET	KCB	3 per month	contract
4	KAPSABET	KCB	3 per month	contract
5	KITALE	NBK	5 per month	contract
6	MOLO	NBK	1 per month	contract
7	NAIVAISHA	KCB	3 per month	contract
8	NAKURU	NBK	3 per month	Contract
9	NANDI HILLS	KCB	2 per month	Not Applicable
10	NAROK	NBK	1 per month	Contract
11	NYAHURURU	KCB	2 per month	contract
12	KAPENGURIA	KCB	2 per month	contract

13	LODWAR	KCB	2per month	contract
14	ELDAMA RAVINE	KCB	1 per 4 months	Not Applicable
15	MARALAL	KCB	On call (Up to 6 months without service)	Not Applicable
16	ITEN	KCB	2 per month	contract

EVALUATION CRITERIA

Stage 1: Preliminary Requirements of Tender (MANDATORY REQUIREMENT)

No	Parameter	Yes/No
1.	Original Bid Bond of Kshs. 200,000.00 and valid for 120 days from date of tender opening	
2.	Certificate of Incorporation/Registration and where applicable certificate of change of name from Registrar of Companies	
3.	Valid Tax Compliance Certificate	
4.	Compliance to minimum wage/salary payment (Attach letter from Ministry of labour)	
5.	Current Membership to Kenya Security Industry Association or Protective Security Industry Association	
6.	Evidence of relevant, current and valid insurance covers e.g. WIBA, Money Policy.	
7.	Duly Filled Integrity Form	
8.	Duly Filled Non-Debarment Form	

The submission of the following items will be required in the determination of the Completeness of the Bid. 100% compliance will be required to proceed to next evaluation stage.

Failure to provide **ANY** of the requirements leads to automatic disqualification.

The bidders should ensure they have provided the following:-

- 1) Evidence of physical address (State if owned or leased and attach copy of title or lease documents)
- 2) Audited financial statements /Accounts for the last three years 2015-2017
- 3) Five letters of recommendations for provision of Cash in Transit services of similar magnitude from other reputable institutions other than Postbank.
- 4) Valid frequency license (not payment receipts) from Communication authority of Kenya (CAK)
- 5) Valid Work Injury Benefits Insurance Policy.
- 6) Tender form duly completed and signed.
- 7) Confidential Business questionnaire duly completed, stamped and signed.
- 8) Attach copies of professional qualifications:- Provide company profile to include directors, management and key technical staff and their qualifications.
- 9) Show evidence of a secured radio control room managed on a 24 hour basis
- 10) Attach acceptance to our contractual/SLA terms

- 11) Indicate if your guards have certificates of good conduct and provide current sample certificates of good conduct
- 12) Show basic level of education for escort crew/commander.

TECHNICAL EVALUATION CRITERIA

	EVALUATION PARAMETER	MAXIMUM MARKS
1	<p><u>EXPERIENCE</u></p> <p>a) No Years of Continuous Experience in Cash in Transit Service Provision.</p> <p> i. Below 2 Years 2 Marks</p> <p> ii. 2-3 Years 4 Marks</p> <p> iii. 3-4 Years 6 Marks</p> <p> iv. 4-5 Years 8 Marks</p> <p> v. Above 5 Years 10 Marks</p> <p>b) Submit Evidence of Corporate Clients indicating summary of CIT Services rendered complete with postal addresses, contact persons and telephone numbers. (Attach Contracts, Award or recommendation Letters)</p> <p> i. Evidence of five banks or financial institutions</p> <p> ii. 1 Firms -2Marks</p> <p> iii. 2 Firms -4 Marks</p> <p> iv. 3 Firms -6 Marks</p> <p> v. 4 Firms- 8 Marks</p> <p> vi. Over 5 Firms -10 Marks</p>	20
2	<p><u>CERTIFICATES</u></p> <p>a) Provide Certificate of Incorporation(2 Marks)</p> <p>b) Certified Copy of Valid Tax compliance Certificate (2 Marks)</p> <p>c) VAT certificate.(2Marks)</p> <p>d) Duly filled Confidential Business Questionnaire (2 Marks)</p> <p>e) Tender form duly completed and signed (2 Marks)</p>	10
3	Evidence of physical address (State if owned or leased and attach copy of title or lease documents.(Provided 3 marks not provided 0 Mark)	3
4	Current and Valid Frequency/Radio License from Communication Authority of Kenya (CAK).	3
5	<p>Audited financial statements /Accounts for last three years 2015-2017</p> <p>Audited Accounts for 3 Years -6 Marks</p> <p>Audited Accounts for 2 Years- 4 Marks</p> <p>Audited Accounts for 1 Year- 2 Marks</p>	6

6	<p><u>PROFESSIONAL QUALIFICATION</u> Detailed Organization Structure- 4 Marks Key Staff Competency Profiles Complete with relevant qualifications. At least five key staff -4 Marks Provide Photo Lists of CIT Crew -4 Marks</p>	12
7	<p><u>PROOF OF FLEET CAPACITY</u> Armored Motor Vehicles and Availability of Escort Vehicles(Attach Copies of Log-Books or Lease Agreement Armoured vehicles Up to a Maximum of 10 Vehicles(5 Marks) Escort Vehicles Up to a Maximum of 10 Vehicles(5 Marks)</p>	10
8	<p><u>CURRENT MEMBERSHIP TO RECOGNISED SECURITY INDUSTRY ASSOCIATION</u> Current certified copy of membership of private security providers Association Certificate provided (3 Marks if provided if not provided 0 Mark)</p>	3
9	<p><u>PROVIDE BREAKDOWN OF BRANCHES</u> Evidence of offices in the five(5) Regions(Lease agreement or ownership details) Branches in all the listed five regions(10 Marks) Others: Appropriate as No.of Regions/5 x 10</p>	10
10	<p><u>INSURANCE COVER</u> Provide proof of current insurance covers for: a) WIBA (3 Marks) b) Money Policy(3 Marks) c) Contractual Liability Insurance(3 Marks)</p>	9
11	<p>A signed statement that the bidder is not debarred from participating in Public Procurement (Signed statement provided 3 mark not provided 0 marks) Duly filled and signed integrity declaration form (3 Mark filled and Signed 0 Marks not filled)</p>	6
12	<p><u>REQUIREMENTS OF THE CREW</u> a) Certificate of Good Conduct for Crew(Provide copies).Provided:5 marks, Not provided 0 marks) b) Must have minimum of O level education and above(attach certificates)Provided 3 marks not provided 0 marks)</p>	5 3

	TOTAL	100

The documents submitted will be evaluated for suitability and awarded points. Only tenders that meet the 70 (seventy) points and above will proceed to the Financial Evaluation stage.

STAGE 3: - FINANCIAL EVALUATION (Prices quoted should be in Kenya Shillings)

Evaluation will involve the following:-

The service provision will be based on:-

- a) Contracted areas –quotation must be per trip.

Notes

- a) Failure to present the financial report as per the above guidelines will render the quote as non-responsive and shall not be evaluated further.
- b) Failure to quote for all the routes in each region will lead to automatic disqualification.
- c) The bidder with the lowest price in each region will be the winning bidder.
- d) Postbank may however choose to award the whole tender or in part.
- e) Prices quoted by the tenderer shall remain fixed during the Tender’s performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

SECTION VII - PRICE SCHEDULE OF SERVICES

Name of Tender: TENDER FOR PROVISION OF CASH IN TRANSIT SERVICES

Tender Number: KPOSB/018/2018

Prices quoted by the tenderer shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

Based on the information contained in the Description of the items, Tenderers should provide a breakdown of costs in the format shown below which should be inclusive of all applicable Taxes.

NAIROBI REGION					
S/n	FROM POSTBANK BRANCH	TO	FREQUENCY /TRIPS	REMARKS	AMOUNT (KSHS) PER TRIP
1	POSTBANK HEAD OFFICE(HOB)	NBK, Harambee Avenue	7 per month	Contract	
2	EASTLEIGH	KCB	4 per month	Contract	
3	GARISSA	KCB	4-5 per month	Contract	
4	KARURI	KCB	2 per month	Contract	
5	KIAMBU	KCB	3 per month	Contract	
6	KIKUYU	KCB	4 per month	Contract	
7	LIMURU	KCB	1 per month	Contract	
8	MATUU	KCB	4 per month	Contract	
9	GITHURAI	KCB	15 per month	Contract	
10	MWINGI	KCB	3 per month	Contract	
11	NGARA	KCB	2 per month	Contract	
12	RUIRU	KCB	2 per month	Contract	
13	THIKA	KCB	3 per month	Contract	
14	UTHIRU	KCB SARIT CENTRE	2 per month	Contract	
15	WESTLANDS	KCB	2 per month	Contract	
16	KARIOBANGI	KCB	2 per month	Contract	

NAIROBI REGION					
S/n	FROM POSTBANK BRANCH	TO	FREQUENCY /TRIPS	REMARKS	AMOUNT (KSHS) PER TRIP
17	KAWANGWARE	KCB	1 per month	Contract	
18	AFYA- CENTER	NBK Harambee	5 per month	Contract	
19	ATHI- RIVER	KCB	1 per month	Contract	
20	CANNON	KCB MOI AVENUE	2 per month	Contract	
21	KANGUNDO	KCB TALA	2per month	Contract	
22	KAREN	KCB	1 per month	contract	
23	KIBWEZI	KCB	3 per month	Contract	
24	KITUI	KCB	4 per month	Contact	
25	MACHAKOS	KCB	6 per month	Contact	
26	MAKUENI	KCB	4 per month	Contract	
27	NACICO	KCB Jogoo Road	3 per month	Contract	
28	ONGATA RONGAI	KCB	2 per month	Contract	
29	VIWANDANI	KCB Jogoo Road	4 per month	Contract	
30	NGONG	KCB	3 per month	Contract	
31	EMALI	KCB	1 per month	Contract	
32	MLOLONGO	KCB	4 per months	Contract	
33	KAJIADO	KCB	1 per month	Contract	
34	ENTERPRISE	KCB Industrial Area (100m from Branch)	3 per month	Contract	
35	ADAMS ARCADE	KCB Nakumatt, Prestige. Ngong Road	2 per month	Contract	
36	KITENGELA	NBK	Not Applicable	Branch and Bankers are within the same Building	

NAIROBI REGION					
S/n	FROM POSTBANK BRANCH	TO	FREQUENCY /TRIPS	REMARKS	AMOUNT (KSHS) PER TRIP

COAST REGION

S/No	FROM	TO	FREQUENCY	REMARKS	AMOUNT(KSHS) PER TRIP
1	CHANGAMWE	KCB	2 per month	Contract	
2	KILIFI	KCB	2 per month	Contract	
3	LIKONI	CO.OP	Not Applicable	Bankers in the same building	
4	MALINDI	KCB	8 per month	Contract	
5	MARIAKANI	KCB	4 per month	Not Applicable	
6	MOI AVENUE	KCB	3 per month	Contract	
7	SAVANI MOMBASA	KCB	5 per month	Contract	
8	MTWAPA	KCB	7 per month	Contract	
9	TAVETA	KCB	4 per month	Contract	
10	VOI	KCB, Voi	3 per month	Contract	
11	UKUNDA	KCB	8 per month	Contract	
12	WATAMU	KCB	6 per month	Contract	
13	KISAUNI	KCB	3 per month	Contract	

WESTERN REGION

S/n	FROM	TO	FREQUENCY/	REMARKS	AMOUNT(KSHS)
1	BUNGOMA	NBK	3 per month	Contract	
2	BUSIA	NBK	10 per month	Contract	
3	HOMABAY	KCB	3 per month	Contract	
4	KAKAMEGA	KCB	9 per month	Contract	
5	KEROKA	KCB	3 per month	Contract	
6	KISII	NBK	12 per month	Contract	

7	KISUMU	KCB	9 per month	Contract	
8	LUANDA	KCB	3 per month	Contract	
9	MUMIAS	KCB	3 per month	Contract	
10	SARE-AWENDO	NBK	3 per month	Contract	
11	SIAYA	KCB	3 per month	Contract	
12	SUNA- MIGORI	KCB	3 per month	Contract	
13	WEBUYE	KCB	4 per month	Contract	
14	KEHANCHA	KCB	3 per month	Contract	
15	NYAMIRA	KCB	2 per month	Contract	
16	MBALE	KCB	2 per month	Contract	
17	OYUGIS	KCB,Oyugis	4 per month	Contract	
18	BONDO	KCB	2 per month	Contract	
19	MBITA	KCB	1 per month	Not applicable	
20	BOMET	KCB	5 per month	Contract	
21	KERICHO	KCB	1 per month	Contract	

MT. KENYA REGION

S/n	FROM	TO	FREQUENCY		Amount(KSHS) PER TRIP
1	CHUKA	KCB	2 per month	Contract	
2	EMBU	KCB	10 per month	Contract	
3	ISIOLO	KCB	1 every 2 months	Not Applicable	
4	KARATINA	KCB	2 per month	Contact	
5	KERUGOYA	KCB	2 per month	Contract	
6	MAUA	CO.OP	1 per month	Contract	
7	MERU	KCB	3 per month	Contract	
8	NANYUKI	KCB	4 per month	Contract	
9	MWEA	KCB	2 per month	Contract	
10	NYERI	KCB	2 per month	Contract	
11	MURANGA	KCB	2 per month	Contract	
12	MARSABIT	KCB	2 per month	Contract	

RIFT VALLEY REGION				
1	ELDORET	NBK	5 per month	Contract
2	GILGIL	KCB	1 per month	Contract
3	KABARNET	KCB	3 per month	Contract
4	KAPSABET	KCB	3 per month	Contract
5	KITALE	NBK	5 per month	Contract
6	MOLO	NBK	1 per month	Contract
7	NAIVAISHA	KCB	3 per month	Contract
8	NAKURU	NBK	3 per month	Contract
9	NANDI HILLS	KCB	2 per month	Not applicable
10	NAROK	NBK	1 per month	Contract
11	NYAHURURU	KCB	2 per month	Contract
12	KAPENGURIA	KCB	2 per month	Contract
13	LODWAR	KCB	2 per month	Contract
14	ELDAMA RAVINE	KCB	1 per 4 months	Not Applicable
15	MARALAL	KCB	On call (Up to 6 months without	Not Applicable
16	ITEN	KCB	1 per month	Not Applicable

SECTION VIII - STANDARD FORMS

Notes on the Standard Forms:

6.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

6.2 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents.

6.3 Tender Security Form

The tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

6.4 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

6.5 Letter of Notification of Award

6.6 Integrity Declaration Form

6.7 Non-Debarment Form

SECTION 1X- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.
 - a) Form of Tender
 - b) Confidential Questionnaire form
 - c) Tender security form
 - d) Performance security form
 - e) Letter of Award
 - f) Integrity Declaration Form
 - g) Non-Debarment Form

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers,* of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[Description of services]* in conformity with the said tender documents for the sum of. *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name.....

Location of Business Premises

Plot No,Street/Road.....

Postal addressTel No.Fax Email.....

Nature of Business

Registration Certificate No.

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

Name of your bankers.....

Branch.....

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 Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Date.....

Signature of Candidate.....

TENDER SECURITY FORM

Whereas [Name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated..... [Date of submission of tender] for the provision of

[Name and/or description of the services]

(Hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[Name of procuring entity](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 tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a)Fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____20_____to

Supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

INTEGRITY DECLARATION

I/We/Messrs.....of
Street/avenue, Building, P. O. Box.....Code, of (town),
(Nationality), Phone E-mail declare that Public Procurement is
based on a free and fair competitive tendering process which should not be open to abuse.

I/We declare
that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any
public officer, their relations or business associates, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this day of 20.....

Authorized Signature.....Official Stamp

Name and Title of Signatory.....

NON-DEBARMENT STATEMENT FORM

I/We/Messrs..... of
Street/avenue, Building, P. O. Box.....Code, of (town),
(Nationality), Phone: E-mail declare that I/We /Messrs
..... are not debarred from participating in public
procurement by the Public Procurement Oversight Authority pursuant to section 41 of the Public
Procurement and Disposal Act, 2015.
Dated this day of 20.....
Authorized Signature.....Official Stamp
Name and Title of Signatory.....