

# **KENYA POST OFFICE SAVINGS BANK**



**My Bank, My Choice, My Future**

**TENDER NO.KPOSB/ 011/2020**

**TENDER FOR THE PROVISION OF SECURITY GUARDING SERVICES-CATEGORY B.**

**Release Date: 15<sup>th</sup> December, 2020**

**Closing Date: 5<sup>th</sup> January, 2021 at 10.00 a.m.**

**REGISTRATION FORM FOR ONLINE BIDDERS**

**Tender No. KPOSB/011/2020**

NOTE: Please provide your details below for purposes of communication in case you download this tender document from Postbank website.

Name of the

firm:.....

Postal

Address:.....

Telephone

Contacts:.....

Company email

address:.....

Contact

Person:.....

Once completed please submit this form to the email below;

[Procurement@postbank.co.ke](mailto:Procurement@postbank.co.ke)

**N/B: Your bid will be considered non-responsive if you download the tender and fail to submit this form as directed.**

## TABLE OF CONTENTS

	<b>Page</b>
<b>INTRODUCTION .....</b>	<b>3</b>
<b>SECTION I INVITATION TO TENDER.....</b>	<b>4</b>
<b>SECTION II INSTRUCTIONS TO TENDERERS.....</b>	<b>5</b>
<b>APPENDIX TO INSTITUTIONS TO TENDER .....</b>	<b>19</b>
<b>SECTION III GENERAL CONDITIONS OF CONTRACT.....</b>	<b>21</b>
<b>SECTION IV SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>27</b>
<b>SECTION V SCHEDULE OF REQUIREMENTS.....</b>	<b>30</b>
<b>SECTION VI TECHNICAL SPECIFICATIONS.....</b>	<b>31</b>
<b>SECTION VI STANDARD FORMS.....</b>	<b>33</b>

## **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 (Security Guarding).

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.

The contract duration will be **3 years** with commencing 1<sup>st</sup> February 2021.

## SECTION I – INVITATION TO TENDER

**Date: 15<sup>th</sup> December, 2020**

**Tender REF No: KPOSB/011/2020**

**Tender Name: Tender for Provision of Security Guarding Services-  
Category B**

- 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 for offering Security Guarding Services.
- 1.2 Interested eligible candidates may obtain further information from the tender documents at Procurement Office Located on 4<sup>th</sup> floor, South Wing Postbank House, Nairobi during normal working hours.
- 1.3 A complete set of tender document may be obtained from Postbank by interested candidates upon payment of a non- refundable fee of Kshs. 1,000/= in cash. Alternatively, the document can be downloaded from the official Postbank website [www.postbank.co.ke](http://www.postbank.co.ke). Bidders who download the tender document from the website must forward their particulars immediately to the email address:procurement@postbank.co.ke so as to facilitate any further tender clarifications / addenda.
- 1.4 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.
- 1.5 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 or 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 **5<sup>th</sup> January, 2021 at 10.00 a.m.**
- 1.6 Bidders are encouraged to visit Postbank website from time to time before tender closure for any uploaded information through addendum /clarification for this tender.
- 1.7 Tenders **MUST** be accompanied by an original Bid security of **Kshs. 800,000.00** and in the form specified in the tender document.
- 1.8 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the 5<sup>th</sup> Floor Conference Room South Wing Postbank House Nairobi.

## SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.	Page
2.1 Eligible Tenderers .....	6
2.2 Cost of tendering .....	6
2.3 Contents of tender documents .....	6
2.4 Clarification of Tender documents .....	7
2.5 Amendment of tender documents .....	7
2.6 Language of tenders .....	8
2.7 Documents comprising the tender .....	8
2.8 Form of tender .....	8
2.9 Tender prices .....	8
2.10 Tender currencies .....	9
2.11 Tenderers eligibility and qualifications .....	9
2.12 Tender security .....	9
2.13 Validity of tenders .....	10
2.14 Format and signing of tenders .....	11
2.15 Sealing and marking of tenders .....	11
2.16 Deadline for submission of tenders .....	12
2.17 Modification and withdrawal of tenders .....	12
2.18 Opening of tenders .....	13
2.19 Clarification of tenders .....	13
2.20 Preliminary Examination .....	13
2.21 Conversion to other currencies .....	14
2.22 Evaluation and comparison of tenders .....	14
2.23 Contacting the procuring entity .....	15
2.24 Award of contract .....	16
2.25 Notification of award .....	17
2.26 Signing of Contract .....	17
2.27 Performance security .....	17
2.28 Corrupt or fraudulent practices .....	18

## **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 of 3 years 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 relatives (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 in Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the 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.
- d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the 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
- 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 than –**5<sup>th</sup> January, 2021 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 2.23 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**

- 2.28.1 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

Instructions to Tenderers Reference	Particulars Of Appendix To Instructions To Tenders
2.1.1	The tender is open to Registered Companies offering Security Guarding Services, with appropriate and valid accreditations or Membership as necessary in the following, <ul style="list-style-type: none"> <li>√ Current membership certificate of Private Security Providers Association KSIA/PSIA</li> <li>√ Proof of compliance with prevailing labour laws in respect to minimum wage statutory remittance</li> <li>√ Valid Frequency License from Communication Authority</li> <li>Valid work injury benefit insurance policy</li> </ul>
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
2.10	Prices <b>MUST</b> be quoted in Kenya Shillings
2.12	<b>Tender Security</b> Tender security shall be <b>Kshs. 800,000.00</b> issued by a reputable Bank/Insurance company located in Kenya. It should strictly be provided in the format in the tender document and must be in Kenya shillings. Validity 150
2.13	<b>Tender Validity</b> Tender shall remain valid for a period of <b>90</b> days
<b>2.16.3</b>	<b>Bulky Tenders</b> Bulky tenders, which will not fit in the tender box, shall be received at the office of the Manager Procurement & Supplies on the closing day before 10.00 AM.
2.27	<b>Right to award Contract:-</b> Postbank reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.
2.27.1	10% of the contract price will be required from the winning bidder after the award of the tender
2.28	The performance security required will be 10%
2.8	The Form of Tender must be duly filled and signed.



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

### **TABLE OF CONTENTS**

**Page**

3.1	Definitions
3.2	Application
3.3	Standards
3.4	Use of contract documents and information
3.5	Patent Rights
3.6	Performance security
3.7	Inspections and tests
3.8	Payment
3.9	Prices
3.10	Assignment
3.11	Termination for default
3.12	Termination for insolvency
3.13	Termination for convenience
3.14	Resolution of disputes
3.15	Governing language
3.16	Force majeure
3.17	Applicable law
3.18	Notices

## 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.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Performance security required will be in the form of a bank guarantee in the format provided in the bidding Document
3.8	Provision of Security Guarding Services shall be for a period of <b>three (3) years</b> starting <b>Upon signing of the Contract by both parties</b>
3.8	Payment terms are that payment shall be made within thirty (30) days from the date of provision of service
3.9	Prices shall be maintained for a period of two years
3.14	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.

## SECTION V – SCHEDULE OF REQUIREMENTS

No	Branches	No.of Guards	Cost/Month (Kshs)	Total Cost/Year (Kshs)
1.	Adams Arcade	1		
2.	Athi River	2		
3.	Kangundo	2		
4.	Makueni	2		
5.	Kibwezi	2		
6.	Emali	2		
7.	Ongata Rongai	2		
8.	Ngong	2		
9.	Mlolongo	4		
10.	Kajiado	2		
11.	Limuru	2		
12.	Kiambu	3		
13.	Thika	2		
14.	Uthiru	2		
15.	Ruiru	2		
16.	Karuri	2		
17.	Embu (Armed) Chemical Mace	2		
18.	Karatina	2		
19.	Meru	2		
20.	Nanyuki	2		
21.	Chuka	2		
22.	Mwea	2		
23.	Kerugoya	2		
24.	Malindi	2		
25.	Mtwapa (Armed) Chemical Mace	2		
26.	Voi	2		
27.	Kilifi	2		
28.	Chaani	4		
29.	Ukunda	2		
30.	Likoni	2		
31.	Kisauni	2		
32.	Mariakani	2		
33.	Taveta	2		
34.	Maua	2		
35.	Isiolo	2		
36.	Mwingi	2		
37.	Matuu	2		
38.	Garissa	2		
39.	Kitui	2		
40.	Watamu	2		
41.	Suna Migori	2		
42.	Homabay	2		

43.	Awendo	3		
44.	Nandi Hills	2		
45.	Keroka	2		
46.	Bomet	2		
47.	Kabarnet	2		
48.	Nyahururu	2		
49.	Molo	2		
50.	Naivasha	2		
51.	Narok	2		
52.	Kapsabet	2		
53.	Gilgil	2		
54.	Bungoma	2		
55.	Mumias ( Armed) Chemical Mace	2		
56.	Busia	2		
57.	Webuye	2		
58.	Luanda	2		
59.	Siaya	2		
60.	Muranga	2		
61.	Kapenguria	2		
62.	Kehancha	2		
63.	Lodwar	2		
64.	Eldama Ravine	2		
65.	Mbale	2		
66.	Kitengela	2		
67.	Kariobangi	2		
68.	Oyugis	2		
69.	Bungoma	2		
70.	Nyamira	2		
71.	Kawangware	2		
72.	Iten	2		
73.	Maralal	2		
74.	Marsabit	2		
75.	Kericho	2		
76.	Bondo	2		
78	Kikuyu	2		
79	Mbita	2		

**RATES PER DAY / NIGHT GUARDS**

Kshs -----Per Guard Per Month  
Add VAT ----- Per Guard per Month  
Total Kshs ----- Per Guard Per Month

**ARMED DAY GUARD**

Kshs ----- Per Guard Per Month  
Add VAT -----Per Guard Per Month  
Total ----- Per Guard Per Month

**DOG HANDLER WITH DOG**

Kshs ----- Per Guard Per Month  
VAT----- Per Guard Per Month  
Total ----- Per Guard Per Month

**NOTE:**

1. Failure to present the financial report as per the above guidelines will render the quote as non-responsive and shall not be considered in the financial evaluation.
2. Provision of Security Guarding Services shall be for a period of three (3) years starting **upon signing of the Contract by both parties.**
3. 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.
4. Postbank reserves the right to revise the number of branches by an increase or decrease of the numbers.

Signature and Rubber Stamp of tenderer

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**EVALUATION CRITERIA****Stage1: Preliminary Examination of Tender (MANDATORY REQUIREMENT)**

<b>No</b>	<b>Parameter</b>	<b>Mandatory</b>
1.	Original copy of Tender Security of <b>Kshs. 800,000/=</b> in form of <b>Insurance/ Bank guarantee</b> or a bankers' cheque from a <b>reputable bank</b> in Kenya valid up to <b>120</b> days from the date of opening of the tender	<b>Mandatory</b>
2.	Proof of compliance with prevailing Labor Laws in respect to minimum wage, statutory remittances. Attach a current duly certified letter from the local Labour Office	<b>Mandatory</b>
3.	Certificate of Incorporation	<b>Mandatory</b>
4.	Duly filled, stamped and signed Form of Tender	<b>Mandatory</b>
5.	Valid Frequency License (not payment receipts) from Communication Authority(CA)	<b>Mandatory</b>
6.	Current NSSF compliance certificate	<b>Mandatory</b>
7.	Current NHIF compliance certificate	<b>Mandatory</b>
8.	CR 12 Form and ID for directors.	<b>Mandatory</b>
9.	Valid Current Tax Compliance Certificate	<b>Mandatory</b>
10.	Bidders must have a minimum of 5 years' experience of similar magnitude in provision of guarding services in financial institutions. Attach 5 letter headed/reference from Banks/Financial Institutions where you have provided guarding services within the last 5 years)	<b>Mandatory</b>
11.	Bidders must have a minimum annual turnover of Kshs.400 million(attach Audited financial statements for the last 3 years-2017 to 2019)	<b>Mandatory</b>
12.	Copy of Certificate of registration as a member of Kenya Security Industry Association (KSIA) or Protective Security Industry Association(PSIA)	<b>Mandatory</b>
13.	To Provide a copy of current Workers Injury Benefit Insurance Cover & Group Insurance Cover for all guards	<b>Mandatory</b>
14.	Duly Filled, signed &stamped Integrity Form	<b>Mandatory</b>
15.	Duly Filled, signed &stamped Non-Debarment Form	<b>Mandatory</b>
16.	Duly filled, signed &stamped Confidential Business questionnaire duly completed, stamped and signed	<b>Mandatory</b>
17.	Statement indemnifying the bank of all risks caused by the vendor and/or its employees during the execution of the exercise	<b>Mandatory</b>
18.	Registration Form for Online Bidders (pg2) is a must	<b>Mandatory</b>

**Notes;**

- i) The submission of the following items will be required in the determination of the Completeness of the Bid.
- ii) 100% compliance will be required to proceed to next evaluation stage.
- iii) Failure to provide ANY of the requirements leads to automatic disqualification.

**Stage 2: TECHNICAL EVALUATION CRITERIA**

	<b>EVALUATION PARAMETER</b>	<b>MAXIMUM MARKS</b>
<b>1</b>	<p><b><u>EXPERIENCE</u></b></p> <p>a) Experience in guarding Banks/ Financial Institutions. Provide current reference letters or contracts from Five (5) Firms</p> <ol style="list-style-type: none"> <li>1 Firm 1: <b>2 marks</b></li> <li>2 Firms 2: <b>4 marks</b></li> <li>3 Firms 3: <b>6 marks</b></li> <li>4 Firms 4: <b>8 marks</b></li> <li>5 Firms 5: <b>10 marks</b></li> </ol> <p>b) Number of years of guarding Banks / Financial Institutions.</p> <p>Below 2 Years <b>1 Mark</b></p> <p>2-3 Years <b>2 Marks</b></p> <p>3-4 Years <b>3 Marks</b></p> <p>4-5 Years <b>4 Marks</b></p> <p>Above 5 Years <b>5 Marks</b></p>	<b>15</b>
<b>2</b>	<p>Evidence of physical presence and address/branches in the 5 Regions of the Bank namely: Nairobi, Coast, R. Valley, Western &amp; Mt. Kenya Regions.</p> <p>Attach copy of title or lease document.</p> <ol style="list-style-type: none"> <li>1 locations: 2 marks</li> <li>2 locations: 4 marks</li> <li>3 locations: 6 marks</li> <li>4 locations: 8 marks</li> <li>5. locations: 10 marks</li> </ol> <p><b>Note: No mark will be awarded where Copy of Lease/ Title is not provided</b></p>	<b>10</b>
<b>3</b>	<p>Audited financial statements /Accounts for last three years 2017-2019</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>	<b>9</b>
<b>5</b>	<p><b><u>PROFESSIONAL QUALIFICATION</u></b></p> <p>Provide the Company Profile:</p>	<b>15</b>

	Detailed Organization Structure- <b>5 Marks</b> Profile and copies of Certificates for Key Management Staff - <b>5 Marks</b> Profile and Certificates for Technical Staff: <b>5 marks</b>	
<b>6</b>	<b><u>EQUIPMENT AND BACK-UP TEAMS</u></b>  a) Provide evidence of maintenance of a Secure Radio Control Room on 24 hours basis Provided: <b>7 Marks</b> Not provided: 0 mark.  b) Provide evidence of back-up team in at least five regional locations Provide 5 towns: <b>5 marks</b> (1 mark per town up to 5 towns)	<b>12</b>
<b>7</b>	<b><u>PATROL CARS</u></b> a) State the number of patrol cars in use and locations More than 20 vehicles: <b>5 Marks</b> 10-19 vehicles : <b>3 Marks</b> 1-9 vehicles : <b>1 Mark</b> Provide copies of log books for the said vehicles	<b>5</b>
<b>8</b>	<b><u>EMPLOYEES</u></b> Specify the number of security guards in each category as follows: (attach evidence) Permanent Temporary 1000 and above- <b>3 marks</b> 500-999- <b>2 marks</b> Less than 499- <b>1 mark</b>	<b>3</b>
<b>9</b>	<b><u>RELIEVING/ OFF DUTY ARRANGEMENTS</u></b> Specify how many relievers are provided for per 10 guards: 3 Relievers : <b>3 Marks</b> 2 Relievers : <b>2 Marks</b> 1 Reliever : <b>1 Mark</b>	<b>3</b>
<b>10</b>	<b><u>SUPERVISION ARRANGEMENT (show evidence/ copy of the supervisor's schedule)</u></b> a) Daily Visit to branches <b>1 mark</b> b) Motor Vehicle <b>1 mark</b> c) Motorcycle <b>1 mark</b>	<b>3</b>
<b>11</b>	<b><u>UNIFORMS</u></b> State the number of uniforms being provided and the number of sets 2 sets : <b>2 Marks</b> 1 set : <b>1 Mark</b> State the frequency of issuing the uniforms: Yearly or when faded: <b>2 marks</b> When torn: <b>1 mark</b> State the various items of uniforms issued:	<b>5</b>

	Stated: <b>1 mark</b> Not Stated: <b>0 Mark)</b>	
<b>12</b>	<b><u>CHEMICAL MACE (attach evidence)</u></b> Be licensed to use Chemical Mace: Provide Copy of current firearms certificate Licence/ Certificate provided: <b>3 Marks</b> Licence not provided: <b>Nil</b>	<b>5</b>
<b>13</b>	<b><u>REQUIREMENTS OF THE CREW</u></b> a) Must have minimum of O Level Education: Attach certificates :-Provided: <b>5 marks</b> :-Not provided: <b>0 mark</b> b) Certificate of Good Conduct for Crew: Provide copies. Provided: <b>5 marks</b> Not provided: <b>0 mark</b> c) Must have basic knowledge in first aid and firefighting skills: Provide copies of Certificates Provided: <b>5 marks</b> Not provided: <b>0 mark</b>	<b>15</b>
	<b>TOTAL</b>	<b>100</b>

**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**

**Stage 4: - Financial Evaluation (Prices quoted should be in Kenya Shillings)**

**Evaluation will involve the following:-**

- a) Prices quoted by the tenderer that shall remain fixed during the Tender's performance of the contract.
- b) A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.9.3 and 2.22 on Instructions to Tenderers.
- c) Failure to quote for all the branches will lead to automatic disqualification.
- d) The bidder with the lowest price will be the winning bidder.

## **SECTION VI - 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 VII- 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.

1. Form of Tender
2. Confidential Questionnaire
3. Tender security form
4. Performance security form
5. Letter of Award
6. Integrity Declaration Form
7. Non –Debarment Statement 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, wed, the undersigned, offer to provide. *[Description of services]* in conformity with the said tender documents for the sum of. *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (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 address .....Tel 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.....