

KENYA POST OFFICE SAVINGS BANK



My Bank, My Choice, My Future

TENDER FOR MAINTENANCE OF SAFES AND STRONG ROOMS

TENDER REF NO. KPOSB/013/2023

Release Date

28th November 2023

Closing Date

14th December 2023 at 10:00 AM

REGISTRATION FORM FOR ONLINE BIDDERS

Tender No. KPOSB/013/2023

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

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INTRODUCTION

Kenya Post Office Savings Bank herein referred to as Postbank, wishes to tender for Provision of Maintenance of safes and strong rooms at Postbank Head office and branches as specified in the tender document for a period of two (2) years.

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 the contract and that they have continuously fulfilled obligations to pay taxes and social security contributions.

SECTION I – INVITATION TO TENDER

Tender REF No: KPOSB/013/2020

Tender Name: Tender for Maintenance of Safes and Strong Rooms in the Bank.

- 1.1 The invites sealed tenders from eligible candidates for Provision of Provision of Maintenance of safes and strong rooms for the bank.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office Located on 4th floor, South Wing Postbank House, Nairobi during normal working hours.
- 1.3 Prices quoted should be 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.
- 1.4 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**

To be received on or before Thursday 14th December 2023 at 10.00 a.m.

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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 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-Securing Declaration Form
- xi) Performance security form
- xii) Non-Debarment Form
- xiii) Integrity 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 to Tender document. 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. 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 fulfil the contract if its tender is accepted.

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

(d) Confidential business questionnaire

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 in 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 for a period of 3 years.

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 15% 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 tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's 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, 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.

2.12.2 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

2.12.3 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 is approved by the Authority.
- d) Letter of credit

2.12.4 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.

2.12.5 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.

2.12.6 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.

2.12.7 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.

Or

- (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 the date of tender opening prescribed by the Postbank, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by 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 one copy and mark it original.
- 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 unamended 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 **Deadline for Submission of Tenders**

- 2.15.1 Tenders must be received by the Postbank at the address specified under paragraph 2.15.2 no later **DO NOT OPEN BEFORE Thursday 14th December 2023 at 10.00 a.m.**
- 2.15.2 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.
- 2.15.3 Bulky tenders which will not fit in the tender box shall be received by the Postbank as provided for in the appendix.

2.16 **Modification and withdrawal of tenders**

- 2.16.1 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.
- 2.16.2 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.
- 2.16.3 No tender may be modified after the deadline for submission of tenders.

2.16.4 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

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

2.16.6 . 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.

2.17 Opening of Tenders

2.18.1 Tenders will be opened **14th December 2023 at 10.00 am in the Conference Room located on 5th floor Postbank House.**

2.18.2 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.

2.18.3 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 tenderer's 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 the 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 consider, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- a) Operational plan proposed in the tender.
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract.

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

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

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 have 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 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 tenderer's 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 and 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

2.24.3 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.

2.24.4 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.

2.24.5 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, 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 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, 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 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 Postbank 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.

PERIODICAL SERVICE/ MAINTENANCE OF SAFES AND STRONG ROOMS INTRODUCTION

Kenya Post Office Savings Bank wishes to tender for Preventive and corrective maintenance of safes and strong rooms situated in various Postbank premises. 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 the legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social security contributions. The evaluation criteria shall be done in three stages, namely.

EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (MANDATORY)

Item	Description	Requirements	Yes/No
1.	Copy of Certificate of Incorporation/Registration certificate.	-Copy of the Certificate	
2.	Copy of Current valid Tax Compliance Certificate	-Copy of valid Tax Certificate	
3.	CR 12 form (not more than three months old from the time of tender opening)	-Copy of the form	
4.	Audited Financial statement for the last two years i.e.2021 and 2022.	- Copy of financial statement.	
5.	Certificate of Good Conduct for at least five staff members of the firm.	- Copy of the certificate	

6.	Current valid copy of Insurance cover for workman's compensation	- Stamped and signed by the insurance company	
7.	Current NCA 7 and above for Mechanical/Electrical category.	-Copy of valid certificate	
8.	Tender security of Kshs. 200,000 valid for 120 days from the date of tender opening.	-Copy of valid certificate	
6	Dully filled confidential questionnaire. (All parts must be filled in, as required.)	-Signed and stamped by tenderer	

N.B:

1. Tenders which do not satisfy the Mandatory requirements set out above shall be rejected by the Evaluation Committee.

2. Postbank reserves the right to confirm the authenticity of the submitted documents with the issuing authorities.

2. Technical Evaluation

A. Capacity of the bidders

Item	Parameters	Scores	Remarks
1.	Provide Three Reputable Customer References where you have offered maintenance service for a similar equipment. (Attach relevant documents – Contracts/Certified Recommendation Letters which must be on the client's letter heads) in the last 2 years. 1 client 5mark 2 Clients 10 marks 3 Clients 15 marks	15	
2.	Registered firm with at least 5 years' continuous experience in servicing and maintenance of safes and strong room with an annual turnover of at least Kshs. 10,000,000 (Attach Audited financial statements for the last two years) a) 0-2.5 Million – 5 Mark b) 2.5-5.0 Million- 10 Marks c) 2.5-7.5 Million – 15 Marks d) 7.5- 10 Million-20 Marks	20	
3.	Duly Filled, stamped, and signed Non-Debarment and Integrity Form	5	

4.	Certified copy of Insurance cover for workman's compensation.	10	
5.	Certified NSSF compliance certificate	10	
6.	Certified NHIF compliance certificate	10	
7.	Firm must have a physical address and administrative office (Attach copy of lease agreement from Landlord or ownership title)	10	
8.	Account details Those with Postbank account---- 20 Marks Commitment to open account with Postbank (Attach a letter) to show that commitment---- -----10 Marks. No account with us or commitment---0 marks	20	
Total Marks			

N.B: The pass mark for this category is 70% and any bidder who scores this figure and above shall proceed to the next stage.

B. Scope of service

No.	Description
	Preventive Maintenance of safes shall be done twice a year (every six (6) months) and shall include but not limited to the following. <ol style="list-style-type: none"> 1. Set and adjust all mechanical parts to required operational standards. 2. Lubricate to ensure smooth operation of moveable parts in the equipment. 3. Tighten /fix/fasten loose part of equipment. 4. Maintain equipment in clean condition. 5. To train users on how to charge combination codes.

Notes:

- ❖ The service to be carried out **MUST** conform/comply with all the governing codes of practices, international/National set standards and to the manufacturer instructions.
- ❖ Movement of safes from one location to another shall not form part of this contract, but the contractor shall be called to do so whenever such a need arises. The contractor shall be expected to comply with the request as shall be agreed upon by both parties. Payments shall be based on a case basis and as per quotations and agreed amounts.

STRONG ROOM DOOR LOCATIONS

No.	Branch	Qty	Rate	Half Year (Kshs.)	Annual (Kshs.)	Call out rate per visit (Kshs.)
1.	MD'S Office	1				
2.	Afya Centre	1				
3.	Moi Avenue	1				
4.	Eldoret	1				
5.	HOB	2				
6.	Savani MSE	1				
7.	Githurai	1				
8.	Nakuru	1				
9.	Nacico plaza	1				
10.	Nyeri	2				
11.	Iten	1				
12.	Kawangware	1				
13.	Mbita	1				
14.	Marsabit	1				
15.	Kabarnet	1				
16.	Kisii	1				
17.	Kisumu	1				
	TOTAL PLUS V.A. T					

SAFES LOCATIONS**1. Nairobi North Region**

No	Branch	Qty	Rate	Half year (Kshs.)	Annual (Kshs.)	Call out rate per visit (Kshs.)
1.	Githurai	1				
2.	Eastleigh	1				
3.	Thika	1				
4.	Kiambu	1				
5.	Garissa	1				
6.	Embu	1				
7.	Matuu	1				
8.	Mwingi	1				
9.	Viwandani	1				
10.	Afya Centre	2				
11.	Kangundo	1				
12.	Nacico Plaza	1				

13.	Kariobangi	1				
14.	Kitui	1				
15.	Kawangware	1				
16.	Head Office	7				
	TOTAL PLUS V.A.T					

2. Nairobi South region

No	Branch	Qty	Rate	Half year (Kshs.)	Annual (Kshs.)	Call out rate per visit (Kshs.)
1.	Head Office	22				
2.	Machakos	1				
3.	Karuri	1				
4.	Ngong'	1				
5.	Limuru	1				
6.	Kikuyu	1				
7.	Uthiru	1				
8.	Makueni	1				
9.	Ongata Rongai	1				
10.	Kajiado	1				
11.	Emali	1				
12.	Enterprise	1				
13.	Mlolongo	1				
14.	Kibwezi	1				
15.	Ngara	1				
16.	Adams Arcade	1				
17.	Westland's	1				
18.	Kitengela	1				
19.	Athi River	1				
	TOTAL PLUS V.A.T					

3. Mount Kenya Region

No	Branch	Qty	Rate	Half year (Kshs.)	Annual (Kshs.)	Call out rate per visit (Kshs.)
1.	Karatina	1				
2.	Embu	1				
3.	Nanyuki	1				

4.	Meru	1				
5.	Chuka	1				
6.	Kerugoya	1				
7.	Maua	1				
8.	Wanguru	1				
9.	Isiolo	1				
10.	Muranga	1				
11.	Nyeri	2				
12.	Marsabit	1				
	TOTAL PLUS V.A.T					

4. Rift Valley Region

No	Branch	Qty	Rate	Half year (Kshs.)	Annual (Kshs.)	Call out rate per visit (Kshs.)
1.	Eldoret	2				
2.	Nakuru	2				
3.	Molo	1				
4.	Gilgil	1				
5.	Kapsabet	1				
6.	Nyahururu	1				
7.	Kitale	1				
8.	kapenguria	1				
9.	Narok	1				
10.	Kabarnet	1				
11.	Nandi hills	1				
12.	Naivasha	1				
13.	Eldama Ravine	1				
14.	Lodwar	1				
15.	Maralal	1				
16.	Iten	1				
	TOTAL PLUS VAT					

5. Western Region

No	Branch	Qty	Rate	Half year (Kshs.)	Annual (Kshs.)	Call out rate per visit (Kshs.)
1.	Kisumu	2				
2.	Kisii	1				
3.	Kericho	1				

4.	Busia	1				
5.	Mumias	1				
6.	Siaya	1				
7.	Kakamega	1				
8.	Bomet	1				
9.	Bungoma	1				
10.	Migori	1				
11.	Homabay	1				
12.	Webuye	1				
13.	Sare Awendo	1				
14.	Kehancha	2				
15.	Keroka	1				
16.	Mbita	1				
17.	Nyamira	1				
18.	Mbale	1				
19.	Oyugis	1				
20.	Bondo	1				
21.	Luanda	1				
	TOTAL PLUS V.A.T					

6. Coast Region

No	Branch	Qty	Rate	Half year (Kshs.)	Annual (Kshs.)	Call out rate per visit (Kshs.)
1.	Moi Avenue	6				
2.	Mtwapa	1				
3.	Kilifi	1				
4.	Changamwe	1				
5.	Voi	1				
6.	Ukunda	1				
7.	Likoni	1				
8.	Kisauni	1				
9.	Mariakani	1				
10.	Taveta	1				
11.	Savani	1				
12.	Watamu	1				

LIST OF SPARE PARTS

No	Branch	Rate (Kshs.)	Cost (Kshs.)
1.	Time lock		
2.	Mount plate time lock		
3.	Plunger shaft time lock		
4.	Winder key for time lock		
5.	Change key a) 4 wheel b) 3 wheel c) laggard		
6.	Combination lock a) 4 wheel b) 3 wheel c) Mount plate combination lock		
7.	Key locks a) Butterfly b) Chubb lock for vault c) Chubb lock for Grille Gate d) Chubb lock double Action		
8.	Key stem		
9.	Key bits		
10.	Key for butterfly lock		
11.	Key for double action		
12.	Handles a) Chubb safe b) Chubb vault		
13.	Star Handles		
14.	Fire proof cabinets a) New cylinder key lock b) Drilling open and making good		
15.	Strong room a) Drilling open and making good		
16.	Banking safe a) Drilling open and making good		
17.	Spline key		
18.	Dial ring		

19.	Heavy duty brass metal door hinges		
20.	Digital lock with handle		
21.	Dead lock metal door		
22.	5 lever security lock		
23	Welding works		
24	Back panel locks		

Note:

- 1. Bidders should be aware that the price quoted for service and spare parts shall remain unchanged for the entire contract period (2 years)**
- 2. Response time must be 48 hours or less from the date of request by the user.**

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 superceded 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 **PatentRight'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 **PerformanceSecurity**

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 is 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.

3.10 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.
- c) 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	A performance security of 10% of the contract price in the form of a banker's cheque or guarantee will be required from the winning bidder
3.8	Payment shall be made monthly and payment process shall commence upon submission of invoice.
3.9	Prices shall be maintained for a period of one year
23.14	In case of a dispute between the purchaser and the supplier, the dispute shall be referred arbitration in accordance with the laws of Kenya.
3.17	The applicable law shall be Kenyan Law
3.18	Kenya Post Office Savings Bank P.O Box 30311-00100, NAIROBI, GPO. Suppliers contact to be furnished.

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 _____

Name in the capacity of

Signature of Tenderers.....

Duly authorized to sign the Tender for and on behalf of

Dated onday of 20
.....

Signature of tenderer _____

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

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20__between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called “the Procuring entity”) of the one part and [Name of tenderer] of [City and country of tenderer](Hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring entity’s Notification of Award.

- 3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by_____the _____ (for the Procuring entity)

Signed, sealed, delivered by_____the _____(for the tenderer)

In the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No. Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>Branch.....</p>
--

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																	
1.																	
2.																	
3.																	
4.																	
<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																	
1.																	
2.																	
3.																	
4.																	
<p>Date.....Signature</p> <p>Candidate..... of</p>																				

TENDER-SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
 - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
 - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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.....