

KENYA ROADS BOARD (KRB)



**TENDER DOCUMENT
FOR PROCUREMENT OF SECURITY
SERVICES IN KENYA ROADS BOARD (KRB)
OFFICES**

TENDER NO KRB/1026/2019-2020

(MARCH 2020)

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SECTION I LETTER OF INVITATION

- 1.1 Kenya Roads Board (KRB) invites tenders for Provision of Security Services.
- 1.2 The tender document includes the following:
- Section I - Letter of invitation
 - Section II - Instructions to tenderers
Appendix to instructions to tenderers
 - Section III - General Conditions of Contract
 - Section IV - Special Conditions of Contract
 - Section V - Schedule of Requirements
 - Section VI - Description of Services
 - Section VII - Standard Forms
- 1.3 Please confirm whether or not you will submit a quotation for the services.

Yours sincerely,

Eng. Jacob Ruwa, OGW
EXECUTIVE DIRECTOR

SECTION II INSTRUCTIONS TO TENDERERS

Tenderers are informed that the information under Section 11 is standard. It is important to refer to Appendix to Section 11 on page 15 which amends and complements the provisions of Section 11

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. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 33 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 the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the 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 the procuring entity, 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.5,000/=
- 2.2.3 The procuring entity 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
- xii) Principal's or manufacturers authorization form
- xiii) Declaration 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 the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity 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 the Procuring entities 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. The procuring entity 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, the Procuring entity, 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, the Procuring entity, 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 the Procuring entity, 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.

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 the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's 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 Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

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 2.12.4 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

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

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity 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 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27.

(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 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity 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.

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.

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE (day, date and time of closing),"

- 2.15.2 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”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity 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 Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3, 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 procuring entity 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 the procuring entity 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 2.12.8.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...(*time, day, and date of closing*) 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity 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 procuring entity 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 Procuring entity 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 Procuring entity 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, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. 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 Procuring entity 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 procuring entity 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 The procuring entity 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 The Procuring entity's 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 2.22.3 the following evaluation methods will be applied:
(a) ***Operational Plan.***

The Procuring entity 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. The Procuring entity 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 procuring entity 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 procuring entity 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 Procuring entity 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 2.1.3, 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.1 The Procuring entity 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.

2.24.2 The procuring entity 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 the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.3 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 Procuring entity 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 the procuring entity pursuant to clause 2.24. 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, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.6

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity 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 Procuring entity, 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 the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity 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 The procuring entity 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 SECTION II INSTRUCTIONS TO TENDERERS

The following information shall complement or amend the provisions of instructions to tenderers (Section 11). Wherever there is conflict between the provisions of the instructions to tenderers (section 11) and the appendix, the provisions of the appendix shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Paragraph 2.1.1	<i>All tenderers who meet requirements and conditions as set in the tender documents</i>
Paragraph 2.1.1	<i>Tender for Provision of Security Services in Kenya Roads Offices in 3rd, 2nd and 4th floors in Kenya Re-Towers, Upper Hill</i>
Paragraph 2.1.4	<i>Bidders to submit declaration statement on corrupt and fraudulent practices as attached in Section VII</i>
Paragraph 2.2.2	<i>The cost of the tender is Kshs500.00 for bidders who buy hardcopies from KRB offices. Bidders who download the documents from the websites will get the documents free of charge</i>
Paragraph 2.9.3	<i>The tender prices shall remain fixed during the contract period. A tender submitted with adjustable price will be treated non-responsive and rejected.</i>
Paragraph 2.9.4	<i>There shall be no price variations during the contract period.</i>
Paragraph 2.10.1	<i>Prices shall be quoted in Kenya Shillings.</i>
Paragraph 2.12.1	<i>The tender security shall be in the amount of 2 per cent of the tender price valid for 150 days from the date of submission of tender.</i>
Paragraph 2.12.4	<i>The tender security should be in the form of:</i> <i>a) bank guarantee</i> <i>b) such insurance guarantee as approved by the Public Procurement Oversight Authority</i>
Paragraph 2.13.1	<i>Tenders shall remain valid for 120 days from the date of submission of the tender</i>
Paragraph 2.14.1	<i>The tenderer shall prepare “ONE ORIGINAL TENDER DOCUMENT”, and “ONE COPY TENDER DOCUMENT”.</i>
Paragraph 2.15.1 (a)	<i>The address of submission of tenders is:</i>

	<p><i>Executive Director, Kenya Roads Board, P.o Box 73718-00200, Nairobi. 3rd floor Kenya Re Towers, Off Ragati Road, Upper Hill Area. Tel: 2722865/8, 4980 000</i></p> <p><i>e-mail:info@krb.go.ke</i></p>
Paragraph 2.16.1	<i>The date for closing and opening of the tender is on or before 2nd April, 2020 at 12.00 noon</i>
Paragraph 2.16.3	<i>Bulky tenders shall be received in the Executive Director's office, 3rd Floor, Kenya Re-Towers.</i>
Paragraph 2.18.1	<p><i>The address of opening of tenders is:</i></p> <p><i>Boardroom, Kenya Roads Board, 3rd floor Kenya Re Towers, Off Ragati Road, Upper Hill Area. Tel: 2722865/8, 4980 000</i></p> <p><i>e-mail: info@krb.go.ke</i></p>
Paragraph 2.20.2	<p>Arithmetical errors will be rectified only for purposes of evaluation of the tenders. The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.</p>
<p><u>Paragraph 2.20</u></p> <p><i>The evaluation of the tenders shall be carried out through the following stages:</i></p> <p><u>Stage 1- Preliminary Responsive checks (Mandatory requirements)</u></p> <p><i>Firms that do not meet the following mandatory checks shall be rejected at this stage:</i></p> <ol style="list-style-type: none"> <i>1) Bidders shall submit a copy of valid tax compliance certificate from Kenya Revenue Authority.</i> <i>2) Bidders shall be registered under the relevant law. Proof of registration and incorporation to be indicated by attaching a copy of the registration certificate.</i> <i>3) Bidders shall indicate the physical location of the business premises. KRB has the right to visit the bidder's premises as part of the evaluation.</i> <i>4) Bidders who pay their security guards below the government approved wage shall be rejected. Bidders to attach certified copies of latest payslips for at least three guards in their employment. Kenya Roads Board may require to verify the information given in the tender documents.</i> <i>5) The tender security shall be in the amount of 2 (%) per cent of the tender price valid for 150 days from the date of submission of tenders.</i> <i>6) Bidders to confirm that their bids shall remain valid for 120 days from the date of submission of tender.</i> <i>7) The tenderers shall complete the Form of Tender and the Price Schedule as furnished in the tender documents. As detailed in SECTION VII</i> 	

- 8) *The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.*
- 9) *Bidders must fill the debarment form in the format provided. Format attached in **SECTION VII***

2.22 Evaluation and comparison of tenders.

Stage 2 – Technical Evaluation

Only bidders who satisfy the mandatory conditions in stage 1 shall proceed to the next stage of technical evaluation which shall be done in line with the following broad criteria:

<i>Item</i>	<i>Description</i>	<i>Points %</i>
<i>1</i>	<i>Operational plan</i>	<i>10</i>
<i>2</i>	<i>Equipment</i>	<i>15</i>
<i>3</i>	<i>Company profile</i>	<i>26</i>
<i>4</i>	<i>General and Specific experience</i>	<i>24</i>
<i>5</i>	<i>Qualifications and experience of key personnel</i>	<i>25</i>
	<i>Total</i>	<i>100%</i>

Detailed Technical Evaluation

1.1 Technical evaluation process and rating

Bidders who pass stage 1 shall undergo the technical evaluation which will be carried out in panel form by an evaluation committee so that the members carry out the evaluation in the same room to enable clarification of issues that arise and also to ease coordination. Bidders who get 70% and above shall qualify for financial evaluation while those that fail will be rejected.

Each evaluator will carry out the evaluation independently but do it thoroughly with an open mind in order to avoid biases and be able to assess all the bidders on the same platform in order that KRB may be able to hire the services of the most highly rated bidder to carry out the assignment

Each evaluator will review each and every proposal and score/rate independently. Following these individual evaluations, the committee shall reconvene for moderation.

The aim of moderation is to review all the scores to ensure that evaluators strike balanced ratings to avoid situations where the marks are extreme. However individual evaluators have the right to stick to their scores without changing them if they strongly feel so, but they must give reasons.

Unforeseen issues

Each evaluator should record any unique issues captured in the evaluation criteria that may have a bearing in the total evaluation process. If the evaluation committee feels strongly that the unforeseen issue may affect the responsiveness of that particular tender, the committee will deliberate on the matter and agree accordingly.

Comments on strengths and weaknesses

Each evaluator will also note the strong and weak points of each firm which will form part of the final report.

The detailed criteria is as below:

Item	Description	Points %
1	Operational plan	10
	Conformity to requirements – provision of night and day guards, ensuring remote control alarm system is performing as expected, ensuring CCTV is performing as expected– 3 marks	
	Response time – less than 10 minutes – 3 marks	
	Linkages with other security agencies (e.g police, National Security services, other security firms etc)– 4 marks	
	SUB-TOTAL	10
2	Equipment	15
	Vehicles (6 mks)– Number of rapid response vehicles (10 and above (6 mks), below 10-7 (2 mks), below 7-5 (0.5mks), below 5 (0mks)	

	Communication equipment (5 mks) (radio calls, mobile handsets, alarm systems)	
	Office equipment (3 mks) (computers, printers, telephones, fax, e-mail)	
	Maintenance schedule for CCTV and alarm system -1 mk	
	SUB-TOTAL	15
3	Company profile	26
	<p>Establishment – 12 marks</p> <p>Age of the firm– 10 yrs and above (2 mk), 5-and below 10 (1 mk), 3-and below 5 yrs (0.5 mks), less than 3 yrs (0 mks),</p> <p>Office Personnel 10 and above (2 mks), 5-and below10 (1 mk), less than 5 (0 mks)</p> <p>Security guards – 100 and above (6mks), 50 and below 100 (3mks), 30 and below 50 (2 mks), below 30 (0 mks)</p> <p>Number of branches in the country- at least 3 branches in different towns/counties (1 mk)</p> <p>Membership in security related professional body recognized by the government (1 mk)</p>	
	<p>Turnover – 2 marks</p> <p>This information will be extracted from the audited accounts of the average 2017 and 2018 /2019.</p> <p>Gross turnover of Kshs 50 million and above (2 mks), below 50million to 30 million (1 mk), below 30 million to 20million (0.5 mks), below 20million (0mks)</p>	
	<p>Directors- 1 marks</p> <p>50% Kenyan citizens (1 mks), less than 50% (0.5 mks)</p>	
	<p>Insurance cover – 2 marks</p> <p>a) Work Injury Benefits (WIBA) – 1mk</p> <p>b) Indemnity against all risks- 1mk</p>	
	<p>Compliance to employment requirements – 5 marks</p> <ul style="list-style-type: none"> - Payment to staff at/above the approved government wages (2 mks) - Annual leave 21 days - 1 mk - 1 rest day per week- 1 mk - payment of salary before 30th of every month- 1 mk 	

	<p>Compliance to NSSF/NHIF/Business license -4 marks</p> <p>(i) Bidders to submit proof of upto date compliance to N.S.S.F – 1.5 mks</p> <p>(ii) Bidders to submit proof of upto date compliance to N.H.I.F- 1.5 mks</p> <p>(iii) Copies of current business licenses from county government – 1 mk</p>	
	SUB-TOTAL	26
4	General and Specific Experience	24
	The firm should be able to demonstrate adequate general experience in the field of general security management and related issues- 10 years and above (3 mks), below 10 yrs to 5yrs(2 mks),below 5 yrs to 3yrs (0.5 mks), below 3 yrs (0 mks)	
	The firm should also show proof that it has handled security similar or related to the one constituting the present assignment i.e. security services – maximum of 5 references in the last five yrs – 5 mks (1 points each)	
	Five (5) Letters of recommendations from the references on provision of security over the last five years – 10 mks (2 mks each)	
	<p>i) Pre service training programme for guards– Proof, training content and schedules should be provided -2 marks</p> <p>ii) In – service training programmes for guards. Proof, training content and schedules should be provided – 4 marks</p>	
	SUB-TOTAL	24
5	Qualifications and experience of key personnel	25
	<p>a) CEO- 6 marks</p> <p>i) Academic- Bachelor’s Degree and above from a recognized institution (2 mks) Diploma from a recognized institution (1 mk), O’ level or equivalent (0.5 mks)</p> <p>ii) Professional qualification – certificate courses in security matters– 1 mark</p> <p>iii) Specific experience in security matters- 10 yrs (2 marks)</p> <p>iv) Certificate of good conduct – 1 mk</p>	

	<p>b) Operations Manager- 5 marks</p> <p>i) Academic qualifications- Diploma or above from a recognized institution – 2 marks, O’level – 0.5 marks</p> <p>ii) Professional qualification – certificate courses in security matters – 0.5 marks</p> <p>iii) Specific Experience in security matters- 5 yrs – (2 marks)</p> <p>iv) Certificate of good conduct – 0.5 mks</p>	
	<p>c) Supervisor- 4 marks</p> <p>O’level & above 2 mks, specific experience in security matters of 3 yrs – 1 mark, certificate of good conduct – 1 mk</p>	
	<p>d) Radio alarm & CCTV Technician- 4 marks</p> <p>O’level 0.5 mks, specific experience in radio alarm for two yrs 1.5 mks, specific experience in CCTV for 2 yrs 1.5 mks, certificate of good conduct – 0.5 mks</p>	
	<p>e) Guard (6 No)– 6 marks</p> <p>O’level 0.5 mks each guard, certificate of good conduct 0.5 mks each guard</p>	
	SUB-TOTAL	25
	TOTAL	100%

All the above areas will be evaluated out of 100%. Firms that score at least 70% and above in the technical evaluation shall proceed to the final stage of financial evaluation. Firms that score less than 70% shall be rejected at this stage.

Stage 3 – Financial Evaluation

Firms that score at least 70% and above in the technical evaluation shall have their financial proposals evaluated as follows;

1. Checking whether the quotation is as per requirements in the tender documents
2. Checking whether all Taxes have been included
3. Check any computational and arithmetical errors and deviations
4. Check that the bidder has costed all items as per specifications
5. Check unit cost and total cost
6. Check the validity of the tender
7. Check Terms of payment
8. Check any variations in tender prices

<i>Paragraph a) 2.24.1</i>	<i>KRB may carry out post-qualification to 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.</i>
<i>Paragraph b) 2.24.1</i>	<i>The tender shall be awarded to the firm that has scored at least 70% in the technical evaluation and has the lowest evaluated tender price.</i>

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

3.4

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

- 3.6.1 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 Public Procurement & Oversight 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.
- 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 any time 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
Paragraph 3.6	The Performance security to be provided by the firm that emerges successful shall be equal to five (5%) of the total tendered price. The security shall be provided in a form as agreed with KRB
Paragraph 3.8.1	Payments shall be made on monthly basis and within thirty (30) days from the receipt of invoice and after satisfactory performance of services
Paragraph 3.9	There shall be no price adjustment and variations in this contract
Paragraph 3.14	If both parties have been unable to resolve disputes amicably the provisions of the Arbitration Act of the laws of Kenya shall apply.
Paragraph 3.17	The applicable law is the Law of Kenya
Paragraph 3.18	The Address of the Client is: Executive Director, Kenya Roads Board P. O. Box 73718-00200, Nairobi Email: jruwa@krb.go.ke The Address of the Contractor is: Managing Director: P. O. Box: Fax: Email:

SECTION V SCHEDULE OF REQUIREMENTS

Bidders should provide the following information to facilitate evaluation of their bids:

9. Bidders to indicate in details their methodology of their operational plan of action for carrying out the work.
2. Audited Accounts for the last two years duly signed by a Certified Public Accountant.
3. List of References indicating:
 - (i) At least five (5) Clients dealt with security services or in similar work in the last five years
 - (ii) Attach recommendation letters from these references.
4. Detailed Company Profile including the following:
 - (i) Physical location
 - (ii) Age
 - (iii) Size
 - (iv) Bidders should show proof that they are members of a Security Services related professional organization recognized by the Government (attach copy of proof of current membership)
 - (v) Bidders to submit proof of upto date compliance to N.S.S.F
 - (vi) Bidders to submit proof of upto date compliance to N.H.I.F
 - (vii) Copies of current business licenses from any county government
 - (viii) Attach list of Equipment relevant to the work
 - (ix) Attach list of of vehicles and indicate the ones fitted with alarm systems for rapid response
 - (x) Attach list of Total personnel strength indicating separately security personnel and administration staff
 - (xi) Attach maintenance schedules for CCTV and alarm system
 - (xii) Indicate Office location and amount of office space
 - (xiii) Indicate Number of branches in the country and
 - (xiv) Any other relevant information.
5. The security guards must be of at least Form 1V level of Education and able to communicate in English and Kiswahili languages. (Attach copies of academic certificates)
6. Proof of training programmes and schedules for the Key Personnel and Security Personnel. This should include:
 - (i) Pre- service- Attach detailed information on training content and programme
 - (ii) In – service- Attach detailed information on training content and programme

7. Proof of Insurance cover including:
 - (i) WIBA- Attach copies of insurance policy
 - (ii) Indemnity against risk- Attach copies of insurance policy
8. Proof of Backup System to ensure smooth operations all the time.
 1. Demonstrate clearly how you intend to provide rapid response facilities clearly indicating the response time, personnel and the number of vehicles dedicated for this work.
 2. Firms tendering to confirm that they have undertaken site survey before submitting their tender.
 3. All firms tendering must provide certificate of good conduct for security guards that will be guarding Kenya Roads Board from the Police Department including the key personnel. (Attach copies of the certificates)
 12. The Personnel must be clean, in uniform, presentable and highly disciplined.
 13. Bidders to confirm that their Personnel will never appear in the working place under the influence of alcohol or other harmful drugs/substances.
 14. Bidders to submit C.V'S of the key personnel which should include among others the following:
 - (i) Chief Executive of the Firm- No 1
 - (ii) Operations Manager- No 1
 - (iii) Supervisor- No 1
 - (iv) Security guard - No 1- (2nd floor)
 - (v) Security guard - No 1- (2nd floor)
 - (vi) Security guard - No 1- (3rd floor)
 - (vii) Security guard – No 1 (3rd floor)
 - (viii) Security guard – No 1 (4th floor)
 - (ix) Security guard – No 1 (4th floor)
 - (x) Radio alarms/CCTV Technician - No 1

The C.V should be in the following format:

- i) Name of Person:.....
- ii) Proposed Position:.....
- iii) Profession:.....
- iv) Nationality:.....
- v) Years with the Firm:.....
- vi) Membership in professional organizations:.....
- vii) Education background
 - a) Academic
 - b) Professional/specialized training
 - c) Experience
- ix) Signature of owner of C.V.....

- x) Witness signature by Chief Executive or authorize representative

CV's not signed by the owner or Chief Executive Officer/ authorized representative of the Firm.

15. Bidders should clearly indicate the following

- i) number of ongoing contracts
- ii) number of contracts under negotiations

16. Bidders to submit list of company Directors and their shareholding

17. Bidders to confirm that their security staff are employed in compliance with the Employment act and in particular:

- a) That the security guards will be paid salaries – indicate the rate and attach certified copies of latest payslips for the last three months for proposed personnel
- b) House allowances for security guards– indicate the rate and attach certified copies of latest payslips for the last three months for proposed personnel
- c) Off duties for security guards– attach proof
- d) Other allowances for security guards– indicate the rate and attach certified copies of latest payslips for the last three months for proposed personnel
- e) That security personnel are provided with protective gear and other necessary tools.
- f) Indicate the date when the staff are paid their salaries each month - attach certified copies of latest payslips for the last three months for proposed personnel
- g) Other staff benefits- indicate and attach proof

18. Bidders to also give short comments on the tender documents and highlight the areas we should add or improve on in future.

19. KRB has the right to visit and inspect the bidder's premises and their facilities as part of the evaluation.

SECTION VI DESCRIPTION OF SERVICES

The offices to be provided with security services are in 3rd, 2nd and 4th Floor. 3rd Floor offices comprise two wings and two main entries both approached directly from the lifts. The 2nd and 4th floor offices occupy one wing each. The services are required with effect from 1st July, 2020. The contract can be renewed subject to approval and satisfactory delivery of services.

All the offices have an established alarm security and CCTV set up.

REQUIREMENTS FOR BACK UP SERVICES

- (i) Radio transmitter linked with alarm system.
- (ii) Rapid response and mobilization with appropriate Personnel, vehicles and equipment's
- (iii) Transmitter installed on 3rd floor and linked with 2nd and 4th floors. The transmitter will be owned by the service provider.

REQUIREMENTS FOR GUARDING SERVICES

Provision of Uniformed three (3) day and three (3) night Security guards to man and execute security issues at 2nd, 3rd and 4th Floors. The services will be provided twenty four (24) hours every day.

SECTION VII STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender Security Form
6. Performance security form
7. Anti-Corruption Declaration Pledge
8. Self-Declaration for Debarment

1. 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*, the receipt 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 _____

2. PRICE SCHEDULE OF SERVICES

PROVISION OF SECURITY SERVICES FOR 3RD, 2ND AND 4TH FLOORS

Item	Description	Unit cost (Ksh)	Total cost (Ksh)
1	Twelve months Hire of six (6) guards		
2	Cost for headquarter staff (CEO, Operations Manager and Supervisor, Technicians)		
3	Twelve months hire of one transmitter (the 3 floors will use 1 transmitter to be fixed at 3 rd floor)		
4	Cost of regular Maintenance of equipment (Alarm and CCTV)		
5	C.C.K Annual License		
	16% VAT		
	Total cost		

Signature of tenderer

3. 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_____.

4. 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 style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <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 style="text-align: center;">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="0"> <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 of Candidate.....</p>																				

**5. Tender Security (Bank or Insurance Guarantee)
(Optional)**

*[If required, the **Bank or Insurance Company/Tenderer** shall fill in this Guarantee form in accordance with the instructions indicated in brackets.]*

[insert bank's or insurance company's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]*

Date: *[insert date]*

TENDER GUARANTEE No.:*[insert number]*

We have been informed that *[insert name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its Tender dated *[insert date]* (hereinafter called "the Tender") for the execution of *[insert name of Contract]* under Invitation for Tenders No. *[insert IFT number]* ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we *[insert name of bank or insurance company]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the Purchaser's Country or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer;

- a) Has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- b) Does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT; or
- c) Having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity;
 - (i). Fails or refuses to execute the Contract Form, if required, or
 - (ii). Fails or refuses to furnish the Performance Security, in accordance with the ITT.

This Guarantee shall expire;

- a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer; or
- b) If the Tenderer is not the successful Tenderer, upon the earlier of;

- (i) Our receipt of a copy of your notification to the Tenderer that the Tenderer was unsuccessful, or
- (ii) Thirty days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[signature(s) of authorized representative(s)]

6. 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)

7. ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of the firm) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We declare.....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 accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed byChief Executive Officer or authorized representative

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box
..... being a resident of
..... in the Republic of
..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of Tender No. for
.....(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
.....
(Title) (Signature) (Date)