

BANKI
KUU YA
KENYA



CENTRAL
BANK OF
KENYA

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TENDER DOCUMENT
PROVISION OF SECURITY SERVICES (GUARDING) TO CENTRAL
BANK OF KENYA (HEAD OFFICE, KSMS AND BRANCHES) FOR A
PERIOD OF TWO YEARS (1st July 2018-30th June 2020)

TENDER NO. CBK/53/2017/2018

CLOSING DATE: 30th MARCH, 2018 AT 10:30 A.M.

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SECTION I: INVITATION TO TENDER

1. The Central Bank of Kenya invites sealed tenders from eligible security firms **for provision of Security Services (Guarding) at the Head Office and Branches.**
2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: **The Ag. Director, Procurement and Logistics Services, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke**
3. A complete set of tender documents containing detailed information may be obtained from Central Bank of Kenya, Head Office, along Haile Selassie Avenue, Procurement and Logistics Services Department on 5th Floor **OR Downloaded from the Central Bank of Kenya website: www.centralbank.go.ke or the IFMIS Tender Portal www.supplier.treasury.go.ke for free.** Bidders who download the tender document are advised to sign a tender register at Procurement Division on 5th Floor CBK Building or email their contact address using the email: **supplies@centralbank.go.ke** before the tender closing date.
4. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
5. Tenders must be accompanied by a **Tender Security of Kshs. 50,000.00**, valid for **150 days after the date of opening**. Failure to attach the Tender Security will lead to automatic rejection of the proposal.
6. Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in **the Green Tender Box No. 3** located at the **main entrance to the CBK Building** on Haile Selassie Avenue, Nairobi before **30th March 2018 at 10:30am**. Late bids will not be accepted and will be returned unopened.
7. Tenders will be opened immediately thereafter, i.e. on **30th March 2018 at 10.30am** in the presence of the tenderers representatives who may choose to attend the opening at the **Central Bank of Kenya, Head Office, and DPLS Conference Room on 5th Floor.**
8. Bid document to be **serialized/paginated** on all pages.

**AG. DIRECTOR,
DEPARTMENT OF PROCUREMENT & LOGISTICS SERVICES**

GUIDELINES IN PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II – Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. “Appendix to Instruction to Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.
3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Forming the Bid Document:

No.	Documents forming part of the bid	Remarks
1	The main sections of the tender document that includes Section I – Invitation to Tender; Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and section III – General Conditions of the Contract, including Special Conditions of Contract	These Sections remain as they are in the tender document.
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Copy of the company’s current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) OR by the relevant body of the domiciled country or the relevant tax payment compliance documentation issued by the country of operation valid at least up to the tender closing date.	
4	Financial proposal containing priced schedules	Prices quoted to be inclusive of taxes
5	Duly filled and signed Form of Tender in the format provided in the tender document	
6	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document	
7	Copy of Company profile. This should include testimonials of technical personnel, list of similar contracts done previously with supporting documents e.g. LPOs and Contracts.	
8	Valid certificate confirming membership of Kenya Security Industry Association (KSIA) body.	

9	Duly filled and signed declaration form in the form provided	
10	Bid document to be serialized/paginated on all pages	
11	Bidders should use the Bank's tender document or ensure to align their documentation to it.	
12	Tender security of Kshs 50,000.00 valid for 150 days after the date of tender opening	

SECTION II: INSTRUCTIONS TO TENDERERS

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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 **1st July 2018 to 30th June 2020** 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 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 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"

2.5 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

2.6 Amendment of documents

2.6.1. 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.

2.6.2. 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.

2.7 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, 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 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.

2.12.2 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 2.12.7

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 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 Procuring entity as non responsive, pursuant to paragraph 2.20

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 procuring entity.

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 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 30 **or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 150 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 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.

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),"
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, 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 appendix to instruction to tenderers.
- 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 6, in which case all rights and obligations of the procuring entity and

candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the 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 2.12.7.

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 the time and date 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, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's

responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.20.5 If a tender is not substantially responsive, it will be rejected by the 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 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 2.1.2, 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 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

- 2.24.3 Subject to paragraph 2.29 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.

- 2.24.4 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.

- 2.24.5 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, 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 2.29. 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, the Procuring entity 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 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 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event 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 INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers.

Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to Instructions to Tenderers
2.1.1	(i). Eligible Tenderers shall be established firms that are dealing in provision of security services
2.2.2	The tender document can be down loaded from the Central Bank of Kenya website: www.centralbank.go.ke or the IFMIS Tender Portal www.supplier.treasury.go.ke for free
2.4.1	Clarification may be sought 7 days before deadline for submission of tenders.
2.7	The tender prepared by the tenderer shall comprise in addition to documents specified under clause 2.7 all other documents described in clause 2.3.1 except form specified as Xii, of this tender document and any other document required in determining qualification of the tenderer in view of the evaluation criteria below.
2.9.2	Price quoted shall be net inclusive of VAT and all other taxes payable
2.10	Prices shall be quoted in Kenya Shillings
2.11.1	Proof of eligibility and qualifications documents of evidence required (See qualification criteria below).
2.12.2	Tenders must be accompanied by a Tender Security of Kshs. 50,000.00 , valid for 150 days from the date of opening. Failure to attach the Tender Security will lead to automatic rejection of the proposal.
2.13.1	The validity period of the Tender shall be 120 days from the closing date of Tenders.
2.14.1	Bidders to submit one original copy
1.16.1	Closing date of the Tender shall be 30th March 2018 at 10.30am
2.20.2	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, Adjustment or amendment in any way.
2.27	Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security equal to 10% of the contract amount valid for the period of the contract

Clause 2.22 – 2.24: EVALUATION CRITERIA

Evaluation will be carried out through four stages as follows:

Stage 1: Compliance with the Mandatory Requirements

Stage 2: Technical Evaluation on capacity to deliver the contract

Stage 3: The Financial Evaluation

Stage 4: Due Diligence and Recommendation of Award

Stage 1: Compliance with the Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide copy of the company's valid Tax Compliance certificate issued by Kenya Revenue Authority (KRA), valid as at the tender closing date	
MR 3	Provide Tender Security (Bid Bond) of Kshs 50,000 (Valid for 150 days after tender opening)	
MR 4	Valid trade license/permit	
MR 5	Provide valid certificate confirming membership of Kenya Security Industry Association (KSIA) body.	
MR 6	Valid certificates of good conduct for supervisors and staff	
MR 7	Copy of Work-Man's Compensation and Group Personal Accident Insurance	
MR 8	Letter of compliance issued by Ministry of labour showing compliance with labour laws(In particular minimum wage)	

Stage 2: Technical Evaluation on Capacity to Deliver the Contract

Tenderers fully complying with the mandatory requirements will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below:

	Evaluation Attribute	Weighting Score	Max Score %
T1	Number of years in provision of	• 5 Years and above: 20%	20

	security services	• Less than 5yrs prorated at: <u>Number of years x 20</u> 5	
T2	Provide a list of at least 5 Major clients where the company has provided similar services in the last 3 years each valued at Kshs. 1Million and above.	• 5 or more clients: 20% • Less than 5 clients prorated at: <u>Number of clients x 20</u> 5	20
T3	Number of security guards employed	• 100 or more : 20% • 50 – 100 security guards – 10 - Less than 50 security guards - 0	20
T4	Evidence of adherence to minimum wages in compliance with government guidelines on payment of wages (Attach latest two months' pay slips for guards)	• Marks will be earned as follows: • Wages > or equal to KShs 15,000 – <20,000 10 marks • Wages > or equal to KShs 20,000 – <30,000 – 15 marks • Wages > or equal to KShs 30,000 – 20 marks • Below KShs 15,000.00 – Zero	20
T5	Equipment used in security services (Attach evidence)	• Metal detectors 2 marks • Vehicle inspection gadgets 2 marks • VHL radio sets 2 marks • Security response vehicles (each up to 4no. will earn one mark) 4 marks	10
T6	Membership to a professional security governing body valid up to the tender closing/opening date	• Evidence attached 10 marks • No evidence 0 marks	10
	Total		100

Only tenderers that **score 75% and above** on the above Technical Evaluation will qualify for Financial Evaluation.

Stage 3: Financial Evaluation

Financial Evaluation shall involve checking completeness of the financial bids. Tenderers that **score 75 % and above** under Technical Evaluation on Capacity to deliver the contract will be ranked and the lowest bidder subjected to due diligence.

Stage 4: Due diligence

Due diligence will be conducted for **the lowest evaluated bidder**. The exercise will involve verification of the tenderer's qualification information submitted in compliance with the mandatory requirements and Technical requirements on capacity to deliver the contract. The Tender Evaluation Committee will also visit at least two firms where the bidder is offering/ has offered similar services in the last three year. The feed-back from the firm/clients visited on the quality of the services provided by the respective bidder will be used to assess the bidder's ability to execute the Bank's prospective contract. If the respective bidder will be found to have provided false information in regards to the qualifications will be disqualified at this stage.

The lowest evaluated bidder will then be recommended for award if after the due diligence the bidder's qualification information provided in the bid document will be validated with the information obtained during the due diligence.

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 standards mentioned in the Schedule of requirements

3.5 Patent

Right's

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

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) 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 for insolvency

The procuring entity may at the 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings.
3.1 (C)	The Services to be provided is Provision of Security Services to Central Bank of Kenya, Head Office in Nairobi, Kenya School of Monetary Studies and Branches (Mombasa, Kisumu and Eldoret).
3.1 (d)	The procuring entity is The Central Bank of Kenya
3.6	The successful tenderer shall furnish to the CBK the performance security equivalent to 10% of the contract sum.
3.7	The supervisor of the service under the contract is the Office of the Head of Security of Central Bank of Kenya
3.8	Payment to the successful bidder shall be made monthly for services rendered on the basis of an invoice and signed certificate for the services rendered . The certificate shall contain details of services rendered while invoices shall be for the value of services rendered in accordance with the contract signed with the successful bidder. The certificate shall be signed by the Bank's representative before being forwarded for payment processing. Payment shall be made to the service provider within one month following the receipt of the invoice and signed certificate by the Bank representative.
3.9	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Bank
3.14	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to an Arbitrator or to a court of law
3.17	The laws of Kenya shall apply
3.18	The address to be used for purposes of notices will be: The Ag. Director, Department of Procurement and Logistics Services, P. O. Box 60000 – 00200, Nairobi. Email: supplies@centralbank.go.ke
Other	

i	Fixed Price Contract: The contract will be a fixed price contract and no variations will be payable on grounds of exchange rate fluctuations as the mandatory currency of the Tender is the Kenya Shilling.
ii	Contract Period: The contract will be valid for Two Years with a mid-term review after end of first year. Contract for provision of the service to locations at the Head Office and Kisumu will be entered into immediately tenders are finalised. Contract for provision of the service at Mombasa and Eldoret will be entered into when need arises.
iii	Service Provision: The Tenderer shall compile the schedule of the service provision with a Service Level Agreement (SLA) indicating levels of service provision and second level escalation procedures.
iv	Service time: During contract period, the Supplier shall be required to make good all defects, provide the required support at their cost on a comprehensive basis.
v	The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the locations.
vi	In the event of non-performance of the service provider, the Bank will give the service provider a one month notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to show improvement in his/her performance during the one month notice then the Bank will terminate the contract and call up the Bank Guarantee provided by the service provider.

SECTION V – SHEDULE OF REQUIREMENTS AND PRICE SHEDULE

NO	Location	Number Required (Day/Night)	Weekdays service required	Rate per guard in Kshs.	Total cost per Month in Kshs.	Total cost per annum in Kshs	Total cost for 2 years in Kshs
A: HEAD OFFICE							
1.	FRC Pension House)	2 Guards (day-time)	Mon-Fri				
2.	Extelcoms Parking	2 Guards (day-time)	Mon-Sat				
3.	Motor Gallery	1 Guard (day-time)	Mon-Sun				
		1 Guard (night-time)	Mon-Sun				
4.	KICC Comesa	2 Guards (day-time)	Mon-Sun				
5.	Muthaiga	2 Guards (day-time)	Mon-Sun				
		2 Guards (night-time)	Mon-Sun				
TOTAL Annual Cost							
Total Cost for two years							
B: Kisumu Branch							
6	Manager’s Residence/	1 Guard (day-time)	Mon - Sun				
		2 Guards (Night-time)	Mon - Sun				
	Police Flats	1 Guard (day-time)	Mon - Sun				
		1 Guard (Night-time)	Mon - Sun				
TOTAL Annual Cost							
Total Cost for two years							
C: Eldoret Branch*							
		Day-time Guard rates	Mon - Sun				
		Night-time Guard rates	Mon - Sun				
D: Mombasa Branch*							

Plot no. 1137-Nyali Beach Road	Day-time Guard rates	Mon - Sun				
	Night-time Guard rates	Mon - Sun				
	1 dog and handler	Mon - Sun				
	1 Alarm	Mon - Sun				
Plot no. 1942-Nyali Bungalow	Day-time Guard rates	Mon - Sun				
	Night-time Guard rates	Mon - Sun				
	1 dog and handler	Mon - Sun				
	1 Alarm	Mon - Sun				
E: KSMS*						
School area	1 Day-time Resident supervisor	Mon - Sun				
	24 Day-time Guard rates	Mon - Sun				
	1 Night-time Resident supervisor	Mon - Sun				
	17 Night-time Guard rates	Mon - Sun				
Riverside House	2 Day-time Guard rates	Mon - Sun				
	2 Night-time Guard rates	Mon - Sun				

NB: Bidders will be required to quote for all the items to qualify. Incomplete bids will not be acceptable. The price quoted should be inclusive of all applicable taxes.

- *** For Eldoret, Mombasa and KSMS, the numbers may vary at any particular period.**

Delivery period will be _____

Signature of tenderer _____

SECTION VI: DESCRIPTION OF SERVICES

6.0 Scope of Service Provision

The service involves provision of trained Security Guards on a 12 hour shift to all the locations as contained in Section V. The scope of service shall therefore be include but not limited to the following:

- 6.1 The service provider shall do all such things which are reasonably necessary for or incidental to or connected with the carrying out of its obligations when providing security services (Guarding).
- 6.2 Carry out and perform all such duties and exercises all such functions as may be permitted by law and as may be necessary or desirable for the proper conduct of the service
- 6.3 Where the company provides Guard dogs to protect the premises and property therein, such Guard dogs shall have adequately been trained and vaccinated before deployment of the assignment.
- 6.4 Comply with the highest industry standards in carrying out and performing the services.

Any addition or omission to the number of existing locations in the signed service contract shall be agreed upon with the service provider before service can be extended or reduced beyond the existing locations in the contract.

6.2 List of Locations

The schedule of Locations for the contract to be entered into with the successful bidder shall be all locations listed under **Section V** of this specification. This comprises **the Head Office (Nairobi), KSMS and Branches (Mombasa, Kisumu and Eldoret).**

SECTION VII- STANDARD FORMS

7.1 Form of Tender: The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.8 and in accordance with the requirements included in the special conditions of contract.

7.2 Contract Form: Shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

7.3 Confidential Business Questionnaire: This forms should be completed by all the tenderers and submitted together with the bid.

7.4 Tender Security: When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause

7.5 Performance Security Form: Should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

7.6 The Principal's or Manufacturer's Authorization Form: should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

7.7 Letter of Notification of Award: This form should not be completed at the time of summing the bid. The form is a sample to be used to notify the successful bidder.

7.8 Form RB 1: This form should not be completed at the time of summing the bid. The form is a sample to be used by the tenderers to lodge any appeals.

7.1 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 of which is hereby duly acknowledged, wed, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount in*
words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices
attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with
the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to
_____ percent of the Contract Price for the due performance of the Contract, in the
form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of **120** 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_____

7.2 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 _____.

7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE/PROFILE OF THE COMPANY

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

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

Part 1 General

Business Name

Location of Business Premises

Plot No,.....Street/Road.....

Postal addressTel No.Fax Email.....

Nature of Business

Registration Certificate No.

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

Name of your bankers.....

Branch.....

Part 2 (a) - Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of Origin.....

Citizenship details
.....

Part 2 (b) - Partnership

Given details of partners as follows

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

Part 2 (c) - Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

Date.....Signature of Candidate.....

7.4 TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender] for the provision of[name and/or description of the services]

(hereinafter called "the Tenderer").....

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

Of.....having registered office at

[name of procuring entity](hereinafter called "the Bank")are bound unto.....

[name of procuring entity](hereinafter called "the procuring entity") in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[signature of the bank] (*Amend accordingly if provided by Insurance Company*)

7.5 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]

7.6 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

7.7 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/ ...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED
Board Secretary

7.8 DECLARATION FORM

To _____ Date _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)