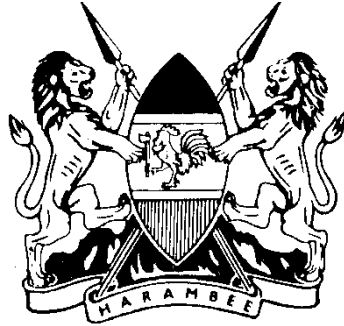


**REPUBLIC OF KENYA**



**MINISTRY OF INDUSTRY, TRADE & COOPERATIVES**

**STATE DEPARTMENT FOR TRADE**

**P.O. BOX 30430- 00100**

**NAIROBI**

**PROVISION OF SECURITY GUARD  
SERVICES**

**TENDER NO: MITC/SDT/OT/002/2019- 2020**

**CLOSING DATE:25<sup>th</sup> SEPTEMBER 2019**

## SECTION 1

### INVITATION TO TENDER

**Tender Ref.:** Pro **MITC/SDT/OT/002/2019- 2020** Provision of Security Guard Services.

The **Ministry of Industry, Trade and Cooperatives (State Department for Trade)** invites tenders from eligible candidates for the **provision of Security guard services** for a period of two years.

Eligible bidders may obtain tender documents from the Ministry of Industry Trade and Cooperatives, State Department for Trade Teleposta Towers 17<sup>th</sup> floor Room 1702 during normal working hours in person at a non-refundable fee of Kshs 1000/- and is to be paid in cash at the cash office before, 5.00pm on normal working days or in bankers cheque payable to the Principal Secretary State Department for Trade, Nairobi. or downloaded from State Department for Trade website **www.trade.go.ke** and Public Procurement Information Portal **http://www.tenders.go.ke** free of charge.

Tenders in plain sealed envelopes, marked tender number on the right-hand side corner and bearing no indication of the tenderer's name, should be addressed to;

**THE PRINCIPAL SECRETARY  
MINISTRY OF INDUSTRY TRADE AND COOPERATIVES  
STATE DEPARTMENT FOR TRADE  
P.O BOX 30430-00100 NAIROBI**

**So as to be received on or before 25<sup>th</sup> September 2019 at 10.00A.M.**

Prices quoted should be net inclusive of all taxes, must be expressed in Kenya shillings and should remain valid for a period of 120 days from the date of tender closing.

Tenders will be opened immediately thereafter in the 18<sup>th</sup> floor conference room Telposta Towers in the presence of interested tenderers who choose to attend.

A bid security of **Kshs. 50,000 (Fifty Thousand Only)** in the form of a banker's cheque or bank guarantee, issued by a reputable bank located in Kenya be attached to the tender and must be valid for an extra **30 days after the tender validity period**. Any tender not secured will be rejected by the procuring entity as non-responsive.

**Head/ Supply Chain Management**  
**FOR: PRINCIPAL SECRETARY**

## **SECTION II- INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employee, committee members, board members and their relative (spouse and their 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 shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

### **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

- ix) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization 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 Tenderer's risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

A prospective candidate requiring any clarification 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 make timely 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 amendment.

2.5.2 All prospective candidates who have received 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 tender.

## **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

## **2.8 Form of Tender**

2.8.1 The tenderer shall complete the Tender Form 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 and total tender price 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 be fixed during the Term of the contract and are not subject to variation on any account. 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 pipe variations shall not be allowed for contracts not exceeding one year (12months)

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

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 in Instructions to Tenderers.

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

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

2.11.2 The documentary evidence of the 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 specified in the Invitation to tender.
- 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 bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 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.

## **2.13 Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 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 non-responsive.
- 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. 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 25<sup>th</sup> September, 2019 AT 10.00 A.M.”**

- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared **“late”**.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, 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 **ON OR BEFORE 25<sup>th</sup> September, 2019 AT 10.00 A.M.**
- 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 procurement entity may at any time terminate procurement proceedings before contract award and shall not be liable at any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination of the tenders and on request and give its reasons for termination within 14 days of receiving the request from the 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 **Conference Room 18<sup>th</sup> Floor 25<sup>th</sup> September, 2019 AT 10.00 A.M.** 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.

## **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 have required delivery time will be treated as non-responsive and rejected.

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

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

## **2.25 Award Criteria**

- 2.25.1 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.

## **2.26 Procuring entity's Right to vary quantities**

- 2.26.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

## **2.27 Procuring entity's right to accept or reject any or all tenders**

- 2.27.1 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.

## **2.28 Notification of award**

- 2.28.1 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.
- 2.28.2 The notification of award will constitute the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29
- 2.28.3 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

## **2.29 Signing of Contract**

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 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.

### **2.30 Performance Security**

- 2.30.1 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.
- 2.30.2 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.

### **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations the following terms are defined as follows:
- i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and
  - ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 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;
- 2.31.3 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	Particulars of eligible tenderers: <b>Firms registered in Kenya in the provision of Security guard services</b>
2.1.1	Price to be charged for tender documents: Kshs.1000/= for hard copy and free if downloaded. <a href="http://www.trade.go.ke">www.trade.go.ke</a> and <a href="http://www.tenders.go.ke">http://www.tenders.go.ke</a>
2.1.2	Particulars of other currencies allowed: <b>ne</b>
2.1.3	<p>Particulars of eligibility and qualification documents required: The tenderer will be required to provide the following as a <b>minimum</b>:</p> <ul style="list-style-type: none"> <li>• <b>Legal requirements i.e. proof of registration / incorporation and valid tax compliance, license for provision of security services, insurance cover for guards (WIBA) and property guarded by the firm.</b></li> <li>• <b>Evidence of at least three years relevant experience. Attach at least three letters of references from past major clients.</b></li> <li>• <b>Equipment proposed for carrying out the work, adequate and efficient communication facilities and equipment for routine security operation, alarm backup system (attach approval from CA.)</b></li> <li>• <b>Staff qualification and competence. Attach C.V.s of relevant personnel</b></li> <li>• <b>Attach certificate of good conduct for the security personnel</b></li> <li>• <b>Firm should provide a supervisor in cases where there are more than six guards deployed at a particular site. The supervisor shall be the overall coordinator and shall be equipped with portable radio facility or communication equipment.</b></li> <li>• <b>Certified financial statements for the last two years.</b></li> <li>• <b>Firm's proposal on how to carry out the services.</b></li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Social obligations e.g.</b> <ul style="list-style-type: none"> <li>▪ <b>Environmental, Health and Safety compliance.</b></li> <li>▪ <b>Proof of registration and compliance with NSSF, NHIF and other statutory obligations as an employer.</b></li> </ul> </li> <li>• <b>Firm should be in a position to indemnify the State Department in event of losses attributed to negligence of its staff.</b></li> </ul>
2.12	Particulars of tender security if applicable <b>Kshs. 50,000.00</b>
2.24	Particulars of post – qualification if applicable: There will be a post qualification exercise before award.
2.30	Particulars of performance security if applicable: <b>10% of total contract amount.</b>

instructions to tenderers	Particulars of appendix to instructions to tenderers		
	No.	Requirements	Responsive or Not Responsive
	MR1	Must Submit a copy of certificate of Registration/Incorporation.	
	MR2	Must Submit a copy of Valid Tax Compliance certificate	
	MR3	Must Fill the Price Schedule, signed and stamped in the Format provided	
	MR4	Must Fill the Form of Tender in the Format provided, signed and stamped.	
	MR5	Must Provide Evidence of Workers' Injury Benefit (WIBA) Insurance Policy	
	MR6	Must Submit evidence of being registered with NSSF as an employer.	
	MR7	Must Submit evidence of being registered with NHIF as an employer.	
	MR8	Must submit a dully filled up Confidential Business Questionnaire in format provided	
	MR9	<p>A written declaration that the service provider shall comply with all labour laws and minimum wage regulations during the entire period of contract .Failure to meet this requirement during contract period will be a ground for cancellation of the contract. The indicators for this are:-</p> <ul style="list-style-type: none"> <li>• Payment of salaries in time – there should be no complaints from your staff of delayed salaries.</li> </ul>	
	MR10	Dully filled, singed and stamped self-declaration form	
	MR11	Dully filled, signed and stamped anti-corruption declaration commitment. Pledge	
	MR12	Copy of valid single Business Permit from County Government	
	MR13	Copy of current Certificate of Registration as a member of Kenya Security Industrial Association (KSIA) or Protective Security Industry Association (PSIA) 2018	
	MR14	Valid frequency license (not payment receipts) from Communication Authority of Kenya (CAK)	

MR15	Proof of compliance with prevailing labour laws in respect to minimum wage (attach a valid letter from labour office)	
MR16	The submitted tender document must be serialized/paginated	
	Responsive/Not Responsive	

**At this stage, the tenderer's submission will either be responsive or non responsive. The non responsive submissions will be eliminated from the entire evaluation process and will not be considered further.**

<p><b>Technical Scores (TS)</b>  <b>Evaluation and Comparison of Tenders (Technical Evaluation)</b>  <b>The Technical proposals will be evaluated using the following criteria</b></p>			
S/No.	Criteria	Requirements	Max. Score
.1	Firm's experience of at least 10 years in provision of security services in Kenya	One(1) point for every year's experience 10 years and above – 4 marks 5-9 years – 3 marks 0-5 years – 2 marks	4
2.	References	Number of contracts with public entities of Kshs.500,000.00 per order/contract (attach copy of contract or LSOs) 2 points for each max 6 (6) Points	12
		Recommendation letters from five clients – one point For every letter, max five (5) points	5
3.	Personal	<b>Supervisory -3 No.</b> <ul style="list-style-type: none"> <li>• Relevant experience in a reputable institution/ security firm 5 years – 5 Marks</li> <li>• Be a graduate of criminology or any relevant course (attach certificate for 3 officers) -2 Marks</li> <li>• Be trained in security matter (security procedures, fire fighting and safety, first aid and customer service, anti-terrorism and terrorism awareness) for not less than six</li> </ul>	10



		(6) months (attach evidence) – 3 Marks	
		<b>Other guards</b> <ul style="list-style-type: none"> <li>• Relevant experience is a reputable institution/security firm for 3 years – 5 Marks</li> <li>• Be at least a form IV leaver with minimum grade of D+ (attach certificate of at least 57 guards) -2 Marks</li> <li>• Be trained in security matter (security procedures, fire fighting and safety, first aid and customer service, anti-terrorism and terrorism awareness) for not less than six months (attach evidence) - marks</li> </ul>	10
4.	Provide certificate for	ISO certificate	5
5.	Certificates of good conduct	Provide copies of certificates of good conduct from the National Police Service – Criminal Investigation Department for at least 10 staff members – 0.5 marks each	5
6.	Indicate availability of back up crew dedicated to the National Treasury	List of officers at least 10 officers – 5 Marks	5
7.	Provide Guarding recruitment policy and training package offered	Recruitment policy – 3 marks Training package – 3 marks	6
8.	Provide a list of owned security equipment	Including own guards monitoring system, control room etc (provide evidence of ownership) – at least 10 equipments – 1 mark each	10
9.	Provide evidence of being networked to Kenya Police	Attach letter or certificate – 2 marks	2
10.	Provide evidence of patrol vehicles	Minimum 15 No. registered in own company names). 10 vehicles and above – 10 marks	10
11.	Provide evidence of manpower capacity	Not less than 60 No. guards and above inclusive of three supervisors. – 10 marks	10

	12.	Financial capability	Turnover for the last three years – 2 points for every year of Kshs. 500,000(max-6)	6
	<b>TOTAL</b>			100
<p><b>NOTE: Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further</b></p>				
<p>Particular of post – qualification if applicable post-qualification will be undertaken      YES</p>				
<p>Particulars of performance security if applicable: The amount shall be: <b>10% of the contract price from a reputable financial institution</b></p>				
<p><b>a) <u>Financial Score (FS)</u></b></p> <p>The formulae for determining the Financial Score (FS) shall be as follows:-</p> <p><math>FS = 100 \times \frac{FM}{F}</math> where <i>FS</i> is the financial score; <i>Fm</i> is the lowest priced bidder and <i>F</i> is the price of the bidder under consideration.</p>				
<p><b>b) <u>Combined Technical and Financial Scores (S)</u></b></p> <p>Bidders will be ranked according to their combined technical (<i>TS</i>) and financial (<i>FS</i>) scores using the weights (<i>T</i>=the weight given to the Technical Proposal; <i>P</i> = the weight given to the Financial Proposal; <i>T + p = 1</i>) indicated below. The combined technical and financial score, <i>S</i>, shall be calculated as follows:-</p> <p><math>S = TS \times T \% + FS \times P \%</math></p> <p><b>Weighting</b></p> <p><b>T = 0.70</b> <b>P = 0.30</b></p>				
2.24	Particulars of post – qualification if applicable. <b>Department may inspect the premises and confirm details</b>			
2.24.4	Award Criteria: <b><i>The firm achieving the highest combined technical and financial score will be awarded the contract.</i></b>			
2.27	Particulars of performance security if applicable. <b>10% of contract sum</b>			
Other's as necessary	Complete as necessary. <b>None</b>			

## **SECTION III                      GENERAL CONDITIONS OF CONTRACT (GCC)**

### **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 spare parts which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2      Application**

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

### **3.3      Standards**

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

### **3.5      Patent Right’s**

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

### **3.6      Performance security**

- 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 dominated in the currency of the contract or in a freely convertible currency acceptable to the procuring entity and shall be in the form of either:
- (a) Cash,
  - (b) A bank guarantee,
  - (c) Such insurance guarantee approved by the authority or
  - (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
- 3.8.2 Payments shall be made promptly by the Procuring entity but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

### **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.
- d) In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

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

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

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

Any notices given by one of 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 (SCC)

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

<b>General Conditions of Contract Reference</b>	<b>Special Conditions of Contract</b>
3.6	Specify performance security if applicable- <b>10% of contact amount</b>
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed- <b>NONE</b>
3.14	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 to an arbitrator to be agreed upon by both parties.
3.17	Specify applicable law- Kenyan Laws
3.18	Indicate addresses of both parties. <b>PS-P.O.BOX 30430-00100 Nairobi.</b>

## SECTION V – SCHEDULE OF REQUIREMENTS

**Tender Ref. No. MIT&C/ SDT/OT/002/2019- 2020:** Provision of Security Guard Services to the Ministry of Industry, Trade and Cooperatives (State Department for Trade) for a period of two years.

### Schedule of Deployment

S/ No.	Item Description	Location/ Building	Day	Night	12 Hour dog and handler services	Watchman's clock hire of temporary security services for 12 hours	Total
1.	Provision of Security Guard Services- 12 Hour Guard Services	Telposta Towers 14 <sup>th</sup> -18 <sup>th</sup> floors	5 No.	0	AWR	AWR	5 No.
2.	Provision of Security Guard Services-12 Hour Guard Services	Weights and Measures/.	2 No.	3 No.	AWR	AWR	5 No.
3.	Provision of Security Guard Services-12 Hour Guard Services	Business Premises Rent Tribunal, View Park Towers (7 <sup>th</sup> and 8 <sup>th</sup> floors).	2 No.	0	AWR	AWR	2 No.
	Provision of Security Guard Services-12 Hour Guard Services	KIBT Office Building, PARKLANDS	3	3	AWR	AWR	6
<b>Grand Total</b>							<b>18No.</b>



## **SECTION VI- 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. Bank guarantee for advance payment

## **SECTION VII- STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of TENDER - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form- The 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 in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

**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,*  
there of which is hereby duly acknowledged, wed, the undersigned, offer to supply and deliver.  
*[Description of materials and spares]*  
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 deliver the materials and spares in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank 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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 -----

*[signature]* *[In the capacity of]*

Duly authorized to sign tender for and on behalf of\_\_\_\_\_

**PRICE SCHEDULE**

S/ No.	Item Description	Location/ Building	Day	Night	12 Hour dog and handler services	Watchman's clock hire of temporary security services for 12 hours	Total	Unit Price per month	Total per Year
1.	Provision of Security Guard Services- 12 Hour Guard Services	Telposta Towers 14 <sup>th</sup> -18 <sup>th</sup> floors	5 No.	0	AWR	AWR	5 No.		
2.	Provision of Security Guard Services-12 Hour Guard Services	Weights and Measures/ KIBT Office Building, South C.	2 No.	3 No.	AWR	AWR	5 No.		
3.	Provision of Security Guard Services-12 Hour Guard Services	Business Premises Rent Tribunal, View Park Towers (7 <sup>th</sup> and 8 <sup>th</sup> floors).	2 No.	0	AWR	AWR	2 No.		
	Provision of Security Guard Services-12 Hour Guard Services	KIBT Office Building, PARKLANDS	3	3	AWR	AWR	6		
<b>Grand Total</b>							<b>18 No.</b>		

Tenderer's Name -----

Authorized signature-----

Stamp-----

Date-----

**REMARKS**

In case of discrepancy between unit price and total, the unit price shall prevail.  
 You are advised to visit the site and obtain all the necessary information before quoting.

**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 provision of security services. Viz..... [Brief description of tender] and has accepted a tender by the tenderer for the provision of security services 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 By** .....

**Witnessed By** .....

**Designation** .....

**Signature**.....

**Signed By** .....

## 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 address .....Tel 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>
--

	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.....			

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration

**TENDER SECURITY FORM**

Whereas ..... [Name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated..... [Date of submission of tender] for the supply of ..... [Name and/or description of the materials and spares]

(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.

**PERFORMANCE SECURITY FORM**

To: .....  
*[Name of 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  
provide.....  
*[Description of 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]*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To: .....  
[Name of procuring entity]

[Name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,.....

[Name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of.....

[amount of guarantee in figures and words].

We, the.....

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding .....

[Amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until .....[date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of bank or financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

[Signature of the bank]



**SELF DECLARATION THAT THE PERSON/TENDER 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:-

THAT I am the 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.

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/Principal Officer/Director of .....(insert name of the Company) who is 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 been debarred/not 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)

Bidder's Official stamp

**UNDERTAKING TO COMPLY WITH THE LABOUR LAWS AND WAGE REGULATION GUIDELINES**

I ..... of Post Office Box ..... Being a resident of ..... In the Republic of ..... do hereby make a statement as follows:-

THAT I am the 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.

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract, the key indicators on the compliance for this are

- Payment of salaries in time- there should be no complaints from your staff of delayed salaries.
- Procuring entity may make impromptu request for tax compliance certificate from KRA and the same shall be submitted within seven days.
- Procuring entity may make impromptu request for compliance certificate form NSF and the same shall be submitted within seven days.
- Procuring entity may make impromptu request for a compliance certificate from NHIF and the same shall be submitted within seven days.

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

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPTION OR FRAUDULENT PRACTICE.**

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 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 servants and /or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (insert name of the procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any of the Board, Management, Staff and/or employees and/or agent of ..... (name of the procuring entity)
4. THAT the afire said will not engage/has not engaged in any corrupt practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best if my knowledge, information and belief.

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

Bidder's Official stamp

