

ETHICS AND ANTI- CORRUPTION COMMISSION



STANDARD TENDER DOCUMENT

FOR

PROVISION OF PRIVATE GUARDS SECURITY SERVICES

TENDER NO. EACC /05/2018-2019

IFMIS NO. 691791

CLOSING DATE: 28TH SEPTEMBER 2018 at 11:00AM

INTEGRITY CENTRE
Valley Rd/Milimani Rd Junction
P.O Box 61130-00200, Nairobi, Kenya
Tel: 2717318/310722 fax 254 (020) 2719757
Email: eacc@integrity.go.ke

SERIAL NO.

Provision of Private Guard Security Services

TABLE OF CONTENTS

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

SECTION I – INVITATION TO TENDER

Date: 13th September 2018

Tender Ref. No. EACC/05/2018-2019

Tender Name: Provision of Private Guard Security Services

- 1.1 The Ethics and Anti- Corruption Commission invites sealed tenders from eligible candidates for the Provision of Private Guard Security Services.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain Management office, Ground Floor at Integrity Centre during normal working hours.
- 1.3 The document can also be downloaded from the Commission’s website www.eacc.go.ke or supplier.treasury.go.ke free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.

Completed tender documents **MUST** be submitted through the IFMIS portal so as to reach the:

The Secretary/Chief Executive Officer
Ethics and Anti-Corruption Commission
P. O. Box 61130-00200
NAIROBI

to be received on or before **28th September at 11.00 am** East African time.

- 1.5 Bidders are required to serialise every page of the bids they submit in the format of numerals i.e. 1,2,3,4...
- 1.6 Tenders must be accompanied by a tender Security of Kes.50, 000.00. with a validity of 150 Days from the date of tender opening.

Secretary/ CEO
Ethics and Anti-Corruption Commission

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.

Page

2.1	Eligible Tenderers	6
2.2	Cost of tendering	6
2.3	Contents of tender documents	7
2.4	Clarification of Tender documents	7
2.5	Amendment of tender documents	8
2.6	Language of tenders	8
2.7	Documents comprising the tender	8
2.8	Form of tender	9
2.9	Tender prices	9
2.10	Tender currencies	9
2.11	Tenderers eligibility and qualifications	9
2.12	Tender security	10
2.13	Validity of tenders	11
2.14	Format and signing of tenders	11
2.15	Sealing and marking of tenders	12
2.16	Deadline for submission of tenders	12
2.17	Modification and withdrawal of tenders	12
2.18	Opening of tenders	13
2.19	Clarification of tenders	14
2.20	Preliminary Examination	14
2.21	Conversion to other currencies	15
2.22	Evaluation and comparison of tenders	15
2.23	Contacting the procuring entity	16
2.24	Post-qualification	17
2.25	Award criteria	17
2.26	Procuring entities right to vary quantities	17
2.27	Procuring entities right to accept or reject any or all tenders	17
2.28	Notification of award	18
2.29	Signing of Contract	18
2.30	Performance security	19
2.31	Corrupt or fraudulent practices	19

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 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.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form

xiii) Declaration form

- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the

- tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
 - (d) Confidential business questionnaire

2.8 **Form of Tender**

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 **Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by 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 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 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 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 28TH SEPTEMBER 2018 at 11:00AM),”

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 no later than (28TH SEPTEMBER 2018 at 11:00AM)

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 Integrity Centre, 1st Floor (**28TH SEPTEMBER 2018 at 11:00AM**) 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

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers																																					
2.1	Open to all eligible tenderers																																					
2.10	Particulars of other currencies allowed – N/A.																																					
2.11	Particulars of eligibility and qualifications documents of evidence required – As per the Evaluation Criteria.																																					
2.12	Particulars of tender security if applicable – Kes 50,000/= from reputable financial institution or Insurance companies approved by the PPRA.																																					
2.22	<p>Evaluation Criteria</p> <p>The following requirements must be met by the tenderer not withstanding other requirements in the tender documents:-</p> <p>a) Mandatory Requirements (MR)</p> <table border="1" data-bbox="431 1119 1417 1688"> <thead> <tr> <th data-bbox="431 1119 532 1211">No.</th> <th data-bbox="532 1119 1214 1211">Requirements</th> <th data-bbox="1214 1119 1417 1211">Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 1211 532 1276">MR1</td> <td data-bbox="532 1211 1214 1276">Must Submit a copy of certificate of Registration/Incorporation</td> <td data-bbox="1214 1211 1417 1276"></td> </tr> <tr> <td data-bbox="431 1276 532 1341">MR2</td> <td data-bbox="532 1276 1214 1341">Must Submit a copy of a valid Tax Compliance certificate</td> <td data-bbox="1214 1276 1417 1341"></td> </tr> <tr> <td data-bbox="431 1341 532 1373">MR3</td> <td data-bbox="532 1341 1214 1373">Must Fill the Price schedule in the format provided</td> <td data-bbox="1214 1341 1417 1373"></td> </tr> <tr> <td data-bbox="431 1373 532 1404">MR4</td> <td data-bbox="532 1373 1214 1404">Must Fill the Form of Tender in the Format provided</td> <td data-bbox="1214 1373 1417 1404"></td> </tr> <tr> <td data-bbox="431 1404 532 1436">MR5</td> <td data-bbox="532 1404 1214 1436">Must submit a tender security of Kes.50,000.00</td> <td data-bbox="1214 1404 1417 1436"></td> </tr> <tr> <td data-bbox="431 1436 532 1501">MR6</td> <td data-bbox="532 1436 1214 1501">Must submit a dully filled up self-declaration form in format provided</td> <td data-bbox="1214 1436 1417 1501"></td> </tr> <tr> <td data-bbox="431 1501 532 1566">MR7</td> <td data-bbox="532 1501 1214 1566">Must submit a dully filled up Confidential Business Questionnaire in format provided</td> <td data-bbox="1214 1501 1417 1566"></td> </tr> <tr> <td data-bbox="431 1566 532 1631">MR8</td> <td data-bbox="532 1566 1214 1631">Must submit company profile with specific details as per Section VI-Description of Services</td> <td data-bbox="1214 1566 1417 1631"></td> </tr> <tr> <td data-bbox="431 1631 532 1663">MR9</td> <td data-bbox="532 1631 1214 1663">Business Permit</td> <td data-bbox="1214 1631 1417 1663"></td> </tr> <tr> <td data-bbox="431 1663 532 1688">MR10</td> <td data-bbox="532 1663 1214 1688">Must be submitted through IFMIS</td> <td data-bbox="1214 1663 1417 1688"></td> </tr> </tbody> </table> <p data-bbox="410 1688 1429 1808">At this stage, the tenderer's submission will either be responsive in the entire mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p> <p>b) Technical Evaluation</p> <table border="1" data-bbox="410 1902 1417 1934"> <thead> <tr> <th data-bbox="410 1902 508 1934">NO.</th> <th data-bbox="508 1902 1260 1934">PARAMETERS</th> <th data-bbox="1260 1902 1417 1934">MAXIMUM</th> </tr> </thead> </table>		No.	Requirements	Responsive or Not Responsive	MR1	Must Submit a copy of certificate of Registration/Incorporation		MR2	Must Submit a copy of a valid Tax Compliance certificate		MR3	Must Fill the Price schedule in the format provided		MR4	Must Fill the Form of Tender in the Format provided		MR5	Must submit a tender security of Kes.50,000.00		MR6	Must submit a dully filled up self-declaration form in format provided		MR7	Must submit a dully filled up Confidential Business Questionnaire in format provided		MR8	Must submit company profile with specific details as per Section VI-Description of Services		MR9	Business Permit		MR10	Must be submitted through IFMIS		NO.	PARAMETERS	MAXIMUM
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		SCORES
	1	RELEVANT EXPERIENCE
		Five (5) years and above (from the day of registration) - 10 marks Below five years prorated as below: $\frac{\text{number of years} \times 10}{5}$
	2	RELEVANT EXPERIENCE
	i	List of clients and references where similar services have been provided Submission of 3 references in which the firm has successfully carried out similar services. i.e. 2015,2016 and 2017 Three references and above 15 marks, below three references $15/3 \times \text{number of references}$
	ii	Three institutions with services of similar size (cost) Three Institutions and above 10 marks, below three projects $10/3 \times \text{number of projects}$
	3	COMPETENCE
	I	Provision of CURRICULUM VITAE {CV} of at least three experienced relevant technical and managerial staff and attach Organizational structure of the firm Organizational structure (with professional and support staff) - 15 marks Organizational structure (without either professional or support staff) – 5 marks Lack of an organization structure 0 mark Three CVs (one professional and two technical staff)and above(15 marks) Below three CVs prorated at: $15/3 \times \text{number of CVs}$
	ii	Provide list of available Equipment such as Radios and electronic screening equipment which will be used in the services (Show proof of Ownership or lease). Provision of a list of tools and/ or machines (15 marks) Non provision of the list (0 mark)
	iii	Provision of Methodology for carrying out the services (10 marks) Non provision of the Methodology (0 mark)
	4	PHYSICAL ADDRESS
		Provision of physical address with evidence e.g. Copy of Title, Lease Agreement or utility payment bills etc.
	TOTAL	100%
	Only bidders who score 75% and above will be subjected to financial evaluation. Those who score below 75% will be eliminated at this stage from the entire evaluation process and will not be considered further.	
	Award Criteria: Award will be made to the lowest evaluated bidder.	
2.24	Particulars of post – qualification if applicable – Due diligence to be carried	

	out by the Commission.
2.30	Particulars of performance security if applicable – 5% of contract sum
Other's as necessary	Complete as necessary

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Page

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

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

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

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: 5% of contract sum. (Performance Security should be in form of a Bank Guarantee from a reputable bank).
3.9	Specify price adjustments allowed – N/A
23.14	Specify resolution of disputes: Arbitration
3.17	Specify applicable law – Laws of Kenya

SECTION V – SCHEDULE OF REQUIREMENTS

No.	Description	QUANTITY	LOCATION	Number of Guards
1	Private Security Guards for EACC (Headquarters and Regional offices)	32 No.	<ul style="list-style-type: none"> • Integrity Centre • Mombasa • Malindi • Machakos • Nyeri • Garissa • Isiolo • Nakuru • Kisii • Eldoret • Kisumu • Bungoma • Kapenguria (West Pokot) • Chuka (Tharaka Nithi) 	<ul style="list-style-type: none"> • 6 (2x day and 2 by night and 2 at reception) • 2 for each Region

SECTION VI – DESCRIPTION OF SERVICES

GUIDELINES ON THE USE OF PRIVATE GUARDS SECURITY SERVICES FROM PRIVATE SECURITY COMPANIES

General

1. The Ethics and Anti-Corruption Commission has a requirement for the provision of private security guards to secure the property and premises of the Commission and to provide limited front office duties.

Objective

2. Provide a visible deterrent to potential attackers in accordance with the requirements of the basic guarding requirements.

Basic Functions

3. Conduct access control of vehicles and pedestrians to the designated premises or area

- a. Use of electronic body and package search equipment
- b. Personnel searches for non-Ethics and Anti-Corruption Commission personnel
- c. Vehicle searches
- d. Building searches for suspected explosive devices
- e. Visitor control systems
- f. Badge issuance and control
- g. Mail screening

4. Patrol the designated premises or area

- a. Identify and report suspicious persons or objects which may cause a security concern
- b. Subsequently contain or remove suspicious persons or objects which may cause a security concern.

5. Monitor and respond to intrusion and safety alarms
6. Maintain guard post records and logs and preparation of incident reports
7. Provide First Aid to Ethics and Anti-Corruption Commission personnel in the event of Incidents
8. Protect Ethics and Anti-Corruption Commission personnel, premises and property within the designated area in accordance with the Use of Force Policy developed by the Firm, in accordance with the requirements the contract.

Security Firm's Details

9. **Company Profile** –

Brief history explaining the number of years the Firm has been in the business of providing security services, a history of any company name changes, corporate restructuring and previous companies and affiliates, the number of the Firm's personnel across all departments and information to show evidence of the financial and technical capacity of the company to provide the required services. The Firm must have been in the business of offering security services for at least five years prior to the submission of the proposal.

10. **Comprehensive Operational details** –

Explaining the scope and coverage of the Firm's proposed services, the Firm's proposed methods and practices and such other information that can provide evidence that the Firm services substantially meet the requirements stated in this SOW.

11. **Business Permit** –

Authorizing the Firm to offer security services in the country where their business is located and in the location where the services will be provided.

12. **List of clients** –

This should include clients to which services have been offered in the last five years, to demonstrate that the Firm has extensive experience in this kind of service, with a description of the services performed.

13. Evidence that the Firm's personnel have successfully completed training suitable to the services to be provided, with details of the training programme of instruction and has a programme of refresher training. Suitable training will include such fields as: Situational response i.e. crowds and demonstrations, Incident response

- Suicide borne attacks
- Private assault
- Access control and screening techniques
- Standards of conduct
- Sexual exploitation and abuse
- First Aid
- Alarm response
- Taking accurate notes
- Making detailed incident reports

14. Evidence that the Firm's personnel have been screened, to include a criminal background record check with the Kenya Police Service (Certificate of Good conduct), the location of current residence, and verified to ensure no evidence or suspicion of previous criminal offences or human rights violations, or an ongoing investigation in respect of such offenses, pending criminal legal actions, or other indications of conduct that could adversely reflect on the Ethics and Anti-Corruption Commission or is incompatible with the aims and objectives of the Commission.

The Firm will commit in writing to provide certification that the described background checks have been conducted and not to deploy personnel that have not worked with them for at least 12 continuous months at the service of the Ethics and Anti-Corruption Commission. Where evidence comes to light that an employee of the firm falls under the provision above either for actions engaged into prior to deployment or during deployment, the firm commits itself to immediately replace any such personnel, without prejudice, and at no cost for the Ethics and Anti-Corruption Commission.

15. Evidence that the Firm has an effective management and oversight system which will enable the identification of any action or activity undertaken by their staff which could be

deemed incompatible with the Ethics and Anti-Corruption Commission Standards. Such a management and oversight system will include, among others: a human resources management framework and policies, an ethics office and policy on protection, an investigative capacity, a code of conduct, training on standards of conduct, and a policy on disciplinary processes and measures.

16. A written commitment from the Firm that it will immediately remove and replace, at its cost, any guard whose performance or conduct is identified as failing to meet the standards of conduct expected, or is considered unsatisfactory by the Ethics and Anti-Corruption Commission. Such decision is within the Ethics and Anti-Corruption Commission sole discretion and replacement shall be at no cost to the Ethics and Anti-Corruption Commission.

17. Notwithstanding the verification process outlined in paragraphs 24-25, the Ethics and Anti-Corruption Commission reserves the right to refuse deployment or demand immediate replacement of any personnel selected by the Firm who are identified as failing to meet the specified requirements. The Firm commits itself to hold its employees accountable for any violations of the Ethics and Anti-Corruption Commission standards of conduct.

18. The above mentioned requirements will be explicitly stated in the contract and each individual employee will be required to sign a statement/undertaking to this effect, including their understanding of the conditions under which they are being deployed, waiving any responsibility on the part of the Ethics and Anti-Corruption Commission for any actions related to the organization's request that the services of the employee be terminated and the employee repatriated under the terms described in the preceding paragraphs.

19. Provision of transport and all other travel related expenditures to and from the Integrity centre and any other area Guards services are required by the EACC.

20. The Firm must provide evidence that they hold and will maintain for the duration of the contract: Personal accident, medical expenses hospitalization insurance.

21. Other than what is expressly described in the Firm's invoice, the Ethics and Anti-Corruption shall not be responsible to pay the Firm for any other fees and charges including miscellaneous and incidental expenses than the ones quoted in the financial proposal.

Specific Requirements

Equipment

22. The Firm will provide all necessary equipment for their personnel to complete the duties as described in this scope of works. This includes but is not limited to, radios and electronic screening equipment.

Subcontracting

23. The Firm is not permitted to subcontract substantive security duties, i.e. for any of the basic or private services.

Contact Person

24. The Firm will provide the Ethics and Anti-Corruption Commission with a designated point of contact at the management level who will attend periodic meetings with the Ethics and Anti-Corruption Commission security in order to review performance and discuss significant security incidents and trends.

Communications

25. The Firm will ensure that each post has a VHF radio communications with a 24 hour operations centre that is appropriately staffed, equipped and trained to coordinate a response in the event of a security incident at the Ethics and Anti-Corruption Commission premises or during mobile escort duties.

26. The Firm will conduct radio checks at the beginning of each shift and periodically during each shift to ensure that equipment is functioning correctly and guards are alert and monitoring their radios.

Log keeping and Reporting

27. The Firm will maintain a register of security officers on duty to be signed by each officer and to be provided to Ethics and Anti-Corruption Commission security on request.

28. The Firm will ensure that any officer absent for whatever reason is immediately replaced in order to maintain proper coverage of all posts.

29. The Firm will immediately replace any guard whose performance is considered unsatisfactory by Ethics and Anti-Corruption Commission security. Such decision is within the Ethics and Anti-Corruption Commission sole discretion and replacement shall be at no additional cost to the Ethics and Anti-Corruption Commission.

Shift Handover

30. Conduct a thorough shift handover at each shift change ensuring that information and instructions are passed on to the next supervisor and a detailed inventory is conducted of all weapons, ammunition, radios, keys and other equipment provided.

Uniform and IDs

31. All personnel provided by the Contactor are to be provided with Company identification and must dress in a clearly recognizable uniform provided by the firm and clearly displaying the company's logo.

Firms Performance Evaluation

32. Immediately after contract signature, the Ethics and Anti-Corruption Commission and the Firm will hold a project start up meeting to review the implementation plan of the Firm. Implementation will be within one month of contract signature. Thereafter, monthly Firm's performance reviews will be held by the Ethics and Anti-Corruption Commission and the Firm to appraise the Firm's Performance, discuss performance issues as well as other operational concerns. Performance evaluation shall include a certification that the firm and its employees have conducted themselves in accordance with the expected standards of conduct.

33. The Firm will be subject to periodic performance assessment and review by the Ethics and Anti-Corruption Commission.

34. The Firm's performance will be reviewed based on, but not limited to, the following

Performance indicators:

35. Quality of service:

- a. Compliance with the Contract requirements and attainment of the objectives of security
- b. Accuracy of records
- c. Effectiveness of contract personnel and personnel management
- d. Technical excellence
- e. Highest standards of integrity, competence and performance in line with Ethics and Anti-Corruption Standards of Conduct.

36. Timeliness:

- a. Reliability of Contactor's Services
- b. Adherence to agreed schedule

37. Business Relations

- a. Effective management of operations
- b. Liaison and Client relations
- c. Effective resolution of problems issues or concerns
- d. Effective management of employee's performance and conduct
- e. Firm's flexibility

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VII-2 - 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
8. Declaration form

FORM OF TENDER

Date _____
Tender No. _____

To.....
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[Insert numbers,* the of which is hereby duly acknowledged, we, the undersigned, offer to *provide Security Guard 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 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by Ethics & Anti-Corruption Commission (EACC).
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 _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6	7
Item No.	Description	Quantity	Duration	Unit Price (Kes) Per Month	Total Price (Per Year)	Unit Price of other incidental services payable
1	Private Security Guard - Daytime	30	1 Year			
2	Private Security Guard – Night shift	2	1 Year			
3	Overtime/Public Holidays					
Grand Total posted on IFMIS (Kes)						

Signature of tenderer _____

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

NB:

Ensure the Total Price on your Price Schedule and Form of Tender is what is fed on IFMIS as Bid Price. If the IFMIS Price does not match the Form of Tender Price, your bid will be disqualified.

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called “the Procuring entity”) of the one part and [Name of tenderer] of [City and country of tenderer](Hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	Part 2 (a) – Sole Proprietor			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

TENDER SECURITY FORM

Whereas[name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated..... [Date of submission of tender] for the provision of[name and/or description of the services]

(Hereinafter called “the Tenderer”).....

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

Of.....having registered office at

[Name of procuring entity](Hereinafter called “the Bank”) are bound unto.....

[Name of procuring entity](Hereinafter called “the procuring entity”) in the sum of

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

THE CONDITIONS of this obligation are:

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

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____20____to

Supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[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]

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

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 of
.....20.....

SIGNED

Board Secretary

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (*insert the name of the company / supplier*)----- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

NameSignature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (*insert the name of the company / supplier*) -----declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (*insert the name of the company / supplier*) -----declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp