



**KENYA LEATHER DEVELOPEMENT COUNCIL**

**TENDER DOCUMENT**

**FOR**

**PROVISION OF SECURITY GUARDS**

**TENDER NO: KLDC/PROC/051/2020-2021**

**SUBMISSION DEADLINE:**

**Tuesday 25th May 2021 AT 11.00 A.M**

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## SECTION 1: INVITATION TO TENDER

**Date: 11<sup>TH</sup> MAY 2021**

**Tender Ref. No. KLDC/PROC/051/2020-2021:** Provision of Security Guard Services.

1. Kenya Leather Development Council (KLDC) invites tenders from eligible candidates for the provision of security guarding service for a period of **one year renewable annually up to a maximum of two years subject to satisfactory performance.**
2. Eligible bidders may obtain tender documents from the Kenya Leather Development Council's website: [www.leathercouncil.go.ke](http://www.leathercouncil.go.ke) or the public procurement information portal [www.tenders.go.ke](http://www.tenders.go.ke) free of charge
3. Bidders who download the tender documents should immediately forward their particulars to email address [procurement@leathercouncil.go.ke](mailto:procurement@leathercouncil.go.ke) for any correspondence and/or addenda.
4. Prices quoted should be net inclusive of all taxes and levies, must be expressed in Kenya shillings and should remain valid for a period of 120 days from the date of tender closing/opening.
5. All tenders must be accompanied by **Tender Security of 2 % of tender sum** from either a reputable commercial bank or approved insurance company valid for thirty (30) days **beyond** the tender validity period.
6. Duly completed tender documents (**ONE ORIGINAL AND ONE COPIY**) clearly marked with the tender number captured above **MUST** be submitted in plain sealed envelopes and be deposited in the Tender box next to the reception area at the 5<sup>th</sup> Floor, CPA Centre Building Thika Road, or be addressed to:

**The Chief Executive Officer  
Kenya Leather Development Council  
P. O. BOX 14480-00800  
NAIROBI.**

So as to be received on or before **Tuesday 25<sup>th</sup> May 2021, at 11.00 A.M.**

7. Bulky tenders will be received at the procurement Office located at CPA Centre 5<sup>th</sup> floor, Thika Road during normal working hours (**8.00 am-5.00pm**), and be recorded in the Tenders register.
8. Tenders will be opened immediately thereafter at the **Kenya Leather Development Council, CPA Centre, 5<sup>th</sup> Floor** in the presence of interested tenderers who choose to attend. Late submission shall not be accepted.

**CHIEF EXECUTIVE OFFICER**

## **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 relatives (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 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 procuring entity shall allow the tenderer to review the tender document free of charge.

### **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) The appendix to instructions to tenderers and special conditions of contract
- v) Price schedules
- vi) Contract form
- vii) Confidential business questionnaire form
- viii) Tender security form
- ix) Performance security 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 query) 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 response 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 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 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.5 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 the 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 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 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.

2.15.2 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 (date as per invitation to tenderers) AT 11.00 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 (as per invitation to tenderers) at 11.00 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 2.5, 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 to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination of the tenders and on request 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, on date, time and 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.

- 2.202 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.
- 2.203 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.
- 2.204 Prior to the detailed evaluation, 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.
- 2.205 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

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

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

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity stated 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 tenderer's 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 2.30.1, 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.

## 2.4 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	The commencement date shall be stipulated in the contract agreement between the successful tenderer and the client
2.1.1	Price to be charged for tender documents: NIL
2.1.2	Particulars of other currencies allowed: <b>Kenya shillings</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> <p><b><u>LEGAL REQUIREMENTS</u></b></p> <ul style="list-style-type: none"> <li>• Proof of registration /certificate of incorporation</li> <li>• Valid Tax compliance certificate from KRA</li> <li>• License for provision of security services</li> <li>• Provide proof of membership from the Kenya private security Alliance.</li> <li>• Provide insurance cover for guards (WIBA) and property guarded by the firm.</li> <li>• Evidence of at least Five years relevant corporate experience. Attach at least Five letters of references from past major corporate clients.</li> <li>• Proof of registration and compliance with NSSF, NHIF and other statutory obligations as an employer.</li> </ul> <p><b><u>EQUIPMENTS</u></b></p> <ul style="list-style-type: none"> <li>• Provide a list of Equipment’s proposed for carrying out the work,</li> <li>• Adequate and efficient communication facilities including evidence of a control Centre</li> <li>• Equipment for routine security operation E.g.: Metal detectors, lanyards, whistles, batons etc.</li> <li>• Alarm backup system (attach approval from CAK.)</li> <li>• Proof of the staff full uniform</li> <li>• Firms fleet of vehicles and backup system/mobile response plan</li> <li>• Proof of manned dog security service for corporate clients.</li> </ul>



	<p style="text-align: center;"><b><u>STAFF</u></b></p> <ul style="list-style-type: none"> <li>• Staff qualification and competence. Attach C.V.s of relevant personnel</li> <li>• Attach certificate of good conduct for the security personnel</li> <li>• Staff training curriculum approved by relevant agencies (attach relevant authorization certificates)</li> <li>• Training in first aid techniques (attach relevant certificates)</li> <li>• Training in fire safety services and detection techniques (attach relevant certificates)</li> <li>• Training in alarm monitoring and response (attach relevant certificates)</li> <li>• Training in counter-terror response techniques (attach proof)</li> <li>• Training in customer service and etiquette (attach proof)</li> <li>• Training in basic investigation report writing skills (attach evidence)</li> <li>• Environmental, Health &amp; safety training (attach evidence)</li> <li>• Provide evidence of compliance with the employment Laws and specifically the minimum wage requirements.</li> </ul> <p style="text-align: center;"><b><u>SUPERVISION:</u></b></p> <ul style="list-style-type: none"> <li>• The firm should provide a supervisor for every site. The supervisor shall be the overall coordinator and shall be equipped with portable radio facility or communication equipment. A detailed Company organization structure is desirable.</li> </ul> <p style="text-align: center;"><b><u>FINANCE:</u></b></p> <ul style="list-style-type: none"> <li>• Certified financial statements for the last three (3) years.</li> </ul> <p style="text-align: center;"><b><u>PLAN OF ACTION:</u></b></p> <ul style="list-style-type: none"> <li>• The firm should provide a detailed proposal on how to execute the assignment.</li> </ul> <p style="text-align: center;"><b><u>OTHERS</u></b></p> <ul style="list-style-type: none"> <li>• <b>Insurance:</b> Firm should be in a position to indemnify the Council in event of losses attributed to negligence of its staff.</li> <li>• <b>Quality management:</b> Firm should be ISO Certified in relevant areas</li> </ul>
2.1.4	Tenderers <b>MUST</b> fill the anti-corruption declaration form in the correct format
2.12	Particulars of tender security if applicable: <b>2% of tender sum</b>
2.14.2	The tenderer should provide the written <b>power of attorney</b> for the authorized signatory
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered at the procurement office, CPA Centre 5 <sup>th</sup> floor -Thika road during normal working hours (8.00am-1.00 pm and 2,00pm -5,00 pm) and be recorded in the tenders

	register
2.23	<p>All correspondence shall be addressed to:</p> <p style="text-align: center;"><b>The Chief Executive Officer Kenya Leather Development Council P. O. BOX 14480-00800 Nairobi</b></p>
2.24	Particulars of post – qualification if applicable. The Council may inspect the premises of the tenderer to confirm details. Further due diligence may be carried to authenticate information provided in the tender
2.25.1	<p>Award Criteria:</p> <p><i>The lowest evaluated responsive bidder will be awarded the contract.</i></p>
2.30.1	The successful bidder shall provide a <b>10% of contract sum as performance security</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.

General conditions of contract reference	Special conditions of contract
3.6 performance security if applicable	10% of Contract Sum from a reputable bank
3.6.3	The performance security shall be from a reputable bank
3.8 Payment	Payments shall be made on monthly basis commensurate with the services rendered.
3.9 Price adjustments	No price adjustments will be allowed during the contract period
3.14 Specify resolution of disputes.	Disputes shall be referred to the Nairobi Centre for International Arbitration
<b>3.17: Applicable Law</b>	Laws of Kenya
3.18 Notices/communication	<b>The Chief Executive Officer            Kenya Leather Development            Council            P. O. BOX 14480-00800            NAIROBI</b>

## SECTION V – SCHEDULE OF REQUIREMENTS

### 5.0 BACKGROUND

Kenya Leather Development Council (KLDC) is a State Corporation established by the Government of Kenya under the Kenya Leather Development Council Order, 2011 (Legal Notice No. 114 of 9th September, 2011), under the State Corporations Act (Cap. 446), Laws of Kenya, to provide leadership and policy direction in regulation, production, processing and marketing in leather industry so as to promote equitable development and poverty reduction. The council's Headquarter is located in Nairobi. The Council has a branch in Thika Municipality, Kiambu county – The Training and Production Center for Shoe Industry (TPCSI) comprised of a Leather sector skills training facility and a leather goods production workshop.

### 5.1 SCOPE OF THE CONTRACT

The security contract shall cover both the **Kenya Leather Development Council Offices, located at CPA Centre, 5<sup>th</sup> and 6<sup>th</sup> Floor** and the **Training and Production Centre for Shoe Industry (TPCSI) - Thika** for a twenty-four-hour security guarding service.

#### 5.1.1 SCHEDULE OF DEPLOYMENT

S/NO	Location/Building	No. of guards required	Remarks
1)	KLDC Offices (CPA Centre 5 <sup>th</sup> Flr)	2 ( 1 day, 1 night)	
2)	KLDC Offices (CPA Centre 6 <sup>th</sup> Flr)	2 (1 day,1 night)	
3)	TPCSI Offices (located in Thika)	3 (1 day, 2 night)	

**NB: The Council shall determine the gender requirements for the security personnel with the successful bidder.**

### 5.2 EVALUATION CRITERIA

The tenders will be evaluated in three stages namely:

1. Mandatory evaluation
2. Technical evaluation
3. Financial evaluation

## 5.2.1 MANDATORY EVALUATION

MANDATORY REQUIREMENT (MR)	DESCRIPTION
MR1	Must Submit a valid copy of certificate of Registration/Incorporation
MR2	Must provide a valid CR12 certificate acquired within the last twelve (12) months
MR3	Must provide a valid KRA PIN certificate
MR4	Must provide a valid copy of Tax Compliance Certificate (TCC) from KRA
MR5	Must provide membership certificate to Kenya Private security Alliance/Kenya security Industry Association/Protective security Industry Association
MR6	Must provide work-place registration certificate from the Directorate of Occupational Health and Safety (DOSHS)
MR7	Must provide a valid single business permit for the right category
MR8	Must submit a Tender Security of <b>2%</b> of the tender Sum in the format provided
MR9	Must attach company profile
MR10	Must Provide Evidence of Workers' Injury Benefit (WIBA) Insurance Policy
MR11	Must provide evidence of client's insurance indemnity cover (attach certificate)
MR12	Must Submit evidence of being registered with NSSF/NHIF as an employer.
MR13	Provide evidence of membership to the National Industrial Training Authority (NITA)—Attach certificate
MR14	Must submit Environmental, Health and Safety compliance certificate
MR15	Must provide evidence of staff firefighting and safety training
MR 16	Must Fill the Form of Tender in the Format provided
MR 17	Must submit a dully filled up Confidential Business Questionnaire in format provided
MR 18	Must Fill the Price Schedule in the Format provide
MR 19	Must submit Environmental, Health and Safety compliance certificate
MR 20	Must provide proof of Five key corporate clients served in the last five years (attach <b>reference letters &amp; LSO/Contracts</b> )
MR 21	Provide the firms audited financial statements for the last three years (2018-2020)- <b>signed and stamped by Directors and Auditors</b>
MR 22	<b>MUST</b> fill the anti-corruption declaration form in the correct format



<b>MR 23</b>	Provide the written <b>power of attorney</b> for the authorized signatory
<b>MR 24</b>	Must fill the debarment form in the correct format
<b>MR 25</b>	Must fill the litigation history form in the correct format
	<b>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.</b>

## 5.2.2 TECHNICAL EVALUATION CRITERIA

The technical evaluation will earn a maximum score 100 marks

No.	Evaluation Attribute	Weighting Score	Max. Score
T.S. 1	Provide Details of any relevant certifications and/or trainings relevant to security service provision for the firm and security personnel. <b>Attach evidence, Number of certifications &amp; training</b>	<ul style="list-style-type: none"> <li>Details of at least 5 certifications and/ or trainings. (Each certification 3 marks)</li> </ul>	15
T.S. 2	Certificates of Good Conduct	Provide valid copies of certificates of good conduct from the Directorate of criminal investigations for <b>all</b> proposed members of staff with a minimum of seven staff members <b>(1.4 marks for each)</b>	10
T.S. 3	Security Equipment and accessories owned by the firm and to be directly assigned to Kenya Leather Development Council during the contract period.	Provide details / list of at least five (5) equipment and accessories and explain what they will be used for. <b>(2 marks for each)</b>	10

T.S. 4	Physical Facilities <ul style="list-style-type: none"> <li>Provide details of physical address and contacts – <b>attach evidence</b></li> </ul>	<ul style="list-style-type: none"> <li>Details of physical address and contacts with copy of either title, lease document or latest utility bill</li> </ul>	5
T.S. 5	Provide a list of staff to be deployed at KLDC facilities at CPA Centre Nairobi and TPCSI Thika complete with their academic qualifications, professional security training and curriculum vitae	<ul style="list-style-type: none"> <li>Minimum 7 (1.4 Marks for each)</li> </ul>	10
T.S. 6	Organization structure	Give firms organization structure with details of responsibilities	15
T.S. 7	Work Program / Operation Plan	Provide a detailed work program/operation plan to be employed in executing the assignment	10
T.S.8	Evidence of at least Five (5) years relevant experience in provision of corporate security guarding (2015-2020)	Attach at least Five (5) letters of references from past major clients in the last five years (2015-2020) (3 marks for each)	15
T.S.9	Certified audited financial statements for the last three (3) years signed and stamped by the directors and auditors (2018,2019,2020)	Attach evidence	6
T.S.10	Provide a detailed plan of action on: <ul style="list-style-type: none"> <li>Fire safety management policy in the client's premises</li> <li>Health and safety policy</li> </ul>	<ul style="list-style-type: none"> <li>Attach evidence of client fire drills and fire training facilitation</li> <li>Attach the health and safety policy and plan of action</li> </ul>	4
<b>TOTAL</b>			100

**NB: Only Bidders who score 70% and above at the technical evaluation stage will proceed to the financial evaluation stage**

### 5.2.3 FINANCIAL EVALUATION

- I. The bidders who attain 70% and above in the technical stage will proceed to financial evaluation. The bidders will be analyzed from the highest in unit cost to the lowest, where the bidder with the lowest unit cost will be recommended for award of the tender for provision of security service.

**NB: The prices quoted Must be inclusive of all charges and taxes.**

#### II. PRICE SCHEDULE SUMMARY.

Item No.	Item Description	No. of guards required	Cost per guard per month (Kshs)	Taxes & Levies	Total Cost (Kshs)
1	KLDC Offices (CPA Centre 5 <sup>th</sup> Flr)	2			
	KLDC Offices (CPA Centre 6 <sup>th</sup> Flr)	2			
2	TPCSI Offices (located in Thika)	3			

Tenderer's Name -----

Authorized signature-----

Stamp-----

Date-----

#### **REMARKS**

- Prices quoted should be inclusive of all charges and taxes.
- In case of discrepancy between unit price and total, the unit price shall prevail.
- The payments will be made on monthly basis.
- You are advised to visit the site and obtain all the necessary information before quoting.

**NB: Due diligence:** The procuring entity will have liberty to conduct due diligence to confirm information provided in the bid document.

## 6.0 STANDARD FORMS

### 6.1 FORM OF TENDER

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)*) 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 install and commission the equipment 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 of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ..... *(Procuring entity)*.5

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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender that you may receive.

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

## 6.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

### Part 1 – General:

Business Name  
.....

Location of business premises.  
.....

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

Postal Address ..... Tel No. .... Fax ..... E mail  
.....

Nature of Business  
.....

Registration Certificate No.  
.....

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

Name of your bankers ..... Branch  
.....

### Part 2 (a) – Sole Proprietor

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

Nationality ..... Country of origin .....

- Citizenship details  
.....

- 

### Part 2 (b) Partnership

Given details of partners as follows:

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

  

Part 2 (c) – Registered Company			
Private or Public .....			
State the nominal and issued capital of company-			
Nominal Kshs. ....			
Issued Kshs. ....			
Given details of all directors as follows			
Name	Nationality	Citizenship Details*	Shares
1.....			
...			
2.			
.....			
3.			
.....			
4.			
.....			
5			
.....			
.....			

  

Date .....	Seal/Signature of Candidate
.....	

\*Attach proof of citizenship

### 6.3 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, installation and commissioning of ..... [*name and/or description of the equipment*]  
 (hereinafter called “the Tender”) ..... know all people by these presents that WE ..... of ..... having our registered office at ..... (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 tender 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)

## 6.4 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 goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [contract price in words and figures] (hereinafter called "the Contract Price).

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 goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 \_\_\_\_\_)

## 6.5 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 \_\_\_\_\_ supply ..... [description of goods] (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 figure] 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 you 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 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_



[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)

**6.6 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

## 6.7 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...

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### FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary

## 6.8 Debarment Form

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

**Bidder Official Stamp**

## 6.9 Anti-corruption Form

### SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, ..... of P.O. 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 member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender.
5. THAT what is deboned to herein above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

**Bidder Official Stamp**

**6.10 LITIGATION FORM**

**DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER HAS BEEN INVOLVED AS ONE OF THE PARTIES IN THE LAST 5 YEARS**

1. ....
2. ....
3. ....
4. ....
5. ....
6. ....
7. ....
8. ....
9. ....

.....  
(Title)

(Signature)

(Date)

**Bidder Official Stamp**

### 6.11 FIRM'S REFERENCES

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Reference:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment ( <i>Name, address and stamp</i> ).
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

**6.12 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position:

---

Name of Firm:

---

Name of Staff:

---

Profession:

---

Date of Birth:

---

Years with Firm: \_\_\_\_\_ Nationality: \_

---

Membership in Professional Societies: \_

---

Detailed Tasks Assigned: \_

---

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

---

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

---

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

---

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date:

\_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ Date; \_

\_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_

\_\_\_\_\_

\_\_\_\_\_

Full name of authorized

representative: \_

\_\_\_\_\_

**CHIEF EXECUTIVE OFFICER**