



# REFUGEE CONSORTIUM of KENYA

## Advocacy and Policy Development Centre

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### PROVISION OF SECURITY SERVICES –NAIROBI PREMISE - FRAMEWORK CONTRACT FOR 1 YEAR

TENDER REF. No. RCK/002/2023

CLOSING DATE: 24<sup>th</sup> March, 2023

## **SECTION I: INVITATION TO TENDER**

Refugee Consortium of Kenya invites tenders for security services for Nairobi premise under a framework contract for one year. RCK intends to enter into a contract with the winning bidder (referred to as the Contractor) to guarding services. The RCK requires the services of reputed, well established and financially sound Security Service Provider having experience in providing Security services on contract basis as per prequalification requirements.

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to eligible suppliers to provide security services for the period of one year

2.1.2 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 goods under this Invitation for tenders.

2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

## 2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda which may be issued later;

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Tender Form and Price Schedules
- (vii) Confidential Business Questionnaire

2.4.2 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.

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing via email provided.

## 2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

## 2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) Tender Form
- b) Price Schedule completed

## 2.9 Tender Forms

### 2.9.1

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. 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..

## 2.10 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.

## 2.14 Validity of Tenders

2.14.1 Tenders shall remain valid for 30 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.14.2 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.

## 2.14 Deadline for Submission of Tenders

2.14.1 Tenders must be received by the Procuring entity via email as stated above.

2.14.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## 2.15 Modification and Withdrawal of Tenders

2.15.1 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 tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.15.2 No tender may be modified after the deadline for submission of tenders.

2.15.3 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,

2.15.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.15.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 5 days of receiving the request from any tenderer.

## 2.16 Clarification of Tenders

2.16.1 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 of the tender shall be sought, offered, or permitted.

2.16.2 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.

## 2.17 Preliminary Examination

2.17.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

2.17.2 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.17.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.17.4 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.

2.17.5 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 non- conformity.

## 2.18 Evaluation and Comparison of Tenders

2.18.1 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 The tender evaluation committee shall carry out due diligence on the bidders' attributes being a critical evaluation criterion.

2.22.7 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.

## 2.21 Award of Contract

- (a) Post-qualification

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 at is satisfactorily.

2.21.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the Procuring entity deems necessary and appropriate.

2.21.3 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

2.21.4 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.

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring Entity's Right to Accept or Reject any or all Tenders

2.21.6 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.

2.22 Notification of Award

2.22.1 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.

2.22.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.22.3 Upon the successful Tenderer's furnishing of the performance security the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security.

## 2.23 Signing of Contract

2.23.1 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.

2.23.2 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.

2.23.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## 2.24 Corrupt or Fraudulent Practices

2.24.1 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

2.24.2 “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; 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.

2.24.3 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 Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the



tenderers.

Instructions to tenderers	Particulars of appendix to Instructions to Tenderers
2.15.1	The tender is open to eligible suppliers of security services
2.25.2	Tender document shall be issued for free to the shortlisted bidders
2.25.3	All Prices to be quoted in Kenya Shillings.
2.25.4	Tender shall remain valid for 30 days after the date of tender opening prescribed in the tender notice.
2.25.5	Tenders to be received not later than, <b>24<sup>th</sup> March 2023, 5.00 pm via <a href="mailto:tenders@rckkenya.org">tenders@rckkenya.org</a> in PDF form</b>
2.25.6	The cost of service quoted for each category shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.
2.25.7	No Performance security shall be required.

## 2.26 Evaluation criteria

The received tenders will be evaluated in four stages as detailed below:

Stage 1: Compliance with Mandatory Requirements;

Stage 2: The Technical Evaluation (Capacity to Deliver)

Stage 3: The Financial Evaluation (quoted prices)

Stage 4: Recommendation of award

Stage 1: Mandatory Requirements (MR)

No	Requirement
MR1	Provide a copy of certificate of Registration/Incorporation
MR2	Submit a copy of company Valid Tax Compliance certificate from Kenya Revenue Authority(KRA)
MR3	Submit a valid copy of NSSF compliance certificate
MR4	Provide a valid copy of NHIF compliance certificate.
MR5	Fill, sign and stamp the Price Schedule in the format provided
MR6	Must submit a dully filled up Confidential Business Questionnaire in format provided
MR 7	Provide a copy of compliance certificate from commissioner of labour showing that private guards are paid wages not less than the minimum-gazetted rates.
MR 8	Provide evidence that security guards on employment have been trained under category 4,5 & 6 of National Industrial Training Authorities (NITA). Attach evidence from NITA in form of certificate /letter from National Industrial Authority(NITA)
MR 9	Attach valid copies of certificate of clearance (Good Conduct) from the Directorate of criminal investigations for at least 10 security guards on employment.
MR 10	Must fill the Non- Debarment Statement in the Format provided
MR 11	Fill the Non-corruption Pledge in the format provided
MR 12	Provide CR12 from registrar of companies
MR13	Provide Valid registration and accreditation certificate of corporate membership from Kenya Security industry association ( KSIA), Protective security industry association (PSIA) or Protective & Safety Association of Kenya (PROSAK)
MR 14	Provide valid license from Communication Authority of Kenya (CAK) for VHF or HF Radio Communication Systems.

MR 15	Provide evidence of Insurance cover for group life and work injury benefit of kshs.5,000,000 for the security guards.
MR 16	Submit a Valid business permit from the county government.

Bidders will be required to meet all the mandatory requirements to qualify to proceed to the next stage of evaluation (Technical Evaluation on Capacity to deliver the Service).

Stage 2: Technical Evaluation on Capacity to Deliver the Service

No.	Evaluation Criteria	Maximum Score
1	<b>Company profile</b>	<b>5marks</b>
	A detailed Organizational profile Organizational Chart showing competencies of key personnel to be involved in this project and the number of years in operation	
2	<b>Firms Experience.</b>	<b>5Marks</b>
	Bidders must Provide five (5) corporate 5 clients they have offered /Continue to offer security services(attach LPOs/LSOs, contracts, (each 1 Mark)	
3	<b>Financial Capability</b>	<b>15Marks</b>
	Evidence of financial capability: Annual Gross turnover of Kshs.5M and above per year as evidenced in the audited financial accounts in the last 3years (2020,2021 & 2022) – <b>10 Marks</b> Below Kshs.5M – <b>5 Marks</b>	
4	<b>Personnel</b>	<b>20 Marks</b>
	<b>Provide evidence of having employed at least fifty guards</b> Attach a copy of payroll for the last three months (December 2022, January and February 2023) 3 months - 5 marks 2months - 3 marks 1 month - 2 marks	
	<b>(Security operation manager):</b> If Graduate in security management, social science or any degree in security related courses (5marks) If Certificate holder in the same discipline. (2Marks) If Diploma Holder in the same discipline. (3marks)	
	<b>(Security Supervisor to be attached to assignment ):</b> If Graduate in security management, social science or any degree in security related courses (5marks) If Certificate holder in the same discipline. (2Marks) If Diploma Holder in the same discipline. (3marks) <b>Technical supervisor/Technician in alarm systems to be attached to assignment ):</b> If Graduate in security management, social science or any degree in security related courses (5marks) If Certificate holder in the same discipline. (2Marks) If Diploma Holder in the same discipline. (3marks) <b>Attach copies of certificates and resume</b>	
5	<b>Certified Affidavit</b>	<b>5 Marks</b>
	Provide a certified affidavit stating that no case is pending with Director of Public Prosecution or any government investigative agency against the proprietor /Firm/Partner or the company (service provider) and the service provider is not blacklisted.	
	Evidence of relevant service equipment that can be used by the security company when discharging security functions in this assignment.	<b>5 Marks</b>
6	<b>Level of training of the guards</b>	<b>10 Marks</b>
	Attach trainer’s certificates for 5 instructors/supervisors currently in the firm’s employment. The guards should have training in the following areas: Threat /Risk identification. Emergency response and evacuation.	

	First Aid and Firefighting. customer service Alarm System	
7	<b>Equipment</b>	<b>25 Marks</b>
	Base Location Kilimani Area – 10 Marks Dagoreti North – 5 Marks Outside Dagoreti North – 2 Mark  Number of vehicles available for patrol Over 15 vehicles – 10 Marks 5 to 14 vehicles – 5 Marks 1 – 4 vehicles – 2 Mark <b>Provide evidence</b> Frequency of patrol One in a day and 2 during the night – 5 marks One in a day and 2 during the night – 2 marks One in a week during the day 1 at night – 1 Marks <b>State in the methodology and shall be captured in the contract</b>	
8	<b>Methodology</b>	<b>10 Marks</b>
	The bidder must write a detailed methodology how the bidder will undertake the assignment in not less than 3pages.	

**NB:** Only bidders who score **70 out of 100** marks in the technical evaluation will proceed to the financial evaluation stage.

### 3. SCOPE OF WORK

The RCK desires to deploy private security guards to RCK head office to provide guarding services on 24-hour basis. The RCK will require 2 guards per working day from Monday to Thursday and one (1) guards for weekends, Fridays and public holidays. The two guards required from Monday to Tuesday must be a male and female. In additional the RCK may require extra security guards and dogs on temporary basis as and when required.

RCK has an alarm system and live electricity fence wire that is will be have to be monitored and. The office is at Kilimani area on Ndemi Road. The tenderer is free to come to the office during official hours to determining any requirements in maintaining the alarm system.

#### 4. DESCRIPTION OF SERVICE

RCK wishes to procure security services on a framework contract for two years' subject to satisfactory performance which will be reviewed annually. The Security service provider is expected to uphold the highest standards of ethics and integrity especially on received and release of RCK assets/items. The firm expected to;

- Guard against access by thugs/ thieves and any unwanted person/s that may pose danger to RCK property, its staff and premises.
- Resist intrusion by thieves, thugs and any unwanted person/s.
- Attend to fire emergency situation/fire prevention, detection and control. provide competent guards who have skills to control crowds.
- Ensure security guards are trained on bomb, terrorism threat procedures and drills
- Respond to alarm system in place.
- Ensure that the alarm system is working at all times.
- Be able to control access during industrial disputes by RCK stake holders.
- The security company shall make arrangements and be responsible at their own cost for general transport requirements for all its personnel to and from the assignment.
- All persons employed and deployed to the RCK should be of legal age and have certificates of Good Conduct
- Report all suspicious behaviour and or attempted break-ins to the RCK security focal points
- Ensure no persons are loitering in and near the RCK compound
- **Ensure there are no persons camping inside the RCK compound and also outside the gate**
- All guards must be fully equipped with the right tools of their trade that shall include but not limited to:
  1. Peak caps/berets
  2. Whistles and lanyards
  3. Serviceable military boots
  4. Batons
  5. Jersey khaki, Rain coats
  6. Clean and presentable uniforms
  7. Identification badges
  8. Hand held metal detectors
  9. Executive office attire for security officer in charge

#### ADDITIONAL

Information guarding services

The Contractor shall be expected to provide 24 hours' services. The Guards will be expected to work for a maximum of 12 hour shifts.

## 5. CONTRACTOR'S RESPONSIBILITIES

The Contractor Security Guards are to protect and prevent Client's premises against all risks by performing the following tasks/duties: -

- a) The Contractor is responsible for safeguarding and protecting the client's personnel, properties, materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage.
- b) While patrolling, check all designated gates, doors and windows and if found unlocked or open notify the internal security officer and close and lock gates, door and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
- c) They are to restrain any person who is found committing or suspected to have committed a cognizable offence.
- d) They are to prevent the occurrence of fires by close observation of buildings, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
  - Detect fire and take appropriate action.
  - Alert the internal security officers and Clear any obstruction to the firefighting equipment.
  - Correctly use the right firefighting equipment to extinguish the fire.
  - Raise the fire alarm to initiate an emergency response
  - Participate in periodic fire drills.
- e) Record all vehicles visiting the premises to collect or deliver materials as required to ensure that no Client's property is taken from the premises without relevant authority or entry of suspicious equipment and materials.
- f) Require the production of authorizations on the removal of the Client's property.
- g) Record all occurrences of security interest in a daily occurrence book for the information of the security staff and management.
- h) Shall control personnel and vehicles entry to and from various authorized entrances at Client's premises and ensure no unauthorized persons or vehicles gain access to the premises.

This will include enforcement of badge/pass system to identify and control all Clients' employees, visitors and Contractor's to the guarded premises.

Regulate vehicle movement, parking of vehicles and storage of motorcycles and bicycles whilst on client's property.

Regulate human traffic in all Client station offices and ensure that large numbers of customers accessed to respective service counters in an orderly manner without delay or disorder.

- i) Guard client's premises against terrorism: -

Conduct thorough access controls into the RCK's premises, screen/search personnel and vehicles using approved security equipment

Detect, report and deal with suspicious characters, dangerous equipment and materials.

General conditions;

- Age of the Guards Aged between 21 and 45 years' old
- Education Form four leavers with post-secondary training in security related field.

Vetting

The successful contractor should have thorough knowledge of guards' background and must provide:

- Certificates of good conduct before the guards are posted.
- Curriculum Vitae before engagement of the guards

## 12. UNIFORM

Contractor should provide adequate and sufficient protective clothing (uniform), headgear and foot wear to all guards. They should report to RCK's premises while dressed in uniform. Uniform must be of specified colour and should always be clean and in good state.

## TRAINING

Guards should have undergone training in primary security procedures, firefighting, and safety, first aid and customer service. Training on anti-terrorism and terrorism awareness is a must. Contractor should indicate whether the guards will regularly receive refresher training/courses to improve their security and safety skills.

## ADEQUATE PERSONNEL

The Contractor should have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence or any other reason. Guards engaged for services at RCK's premises must be those on permanent employment.

## SUPERVISION

The guards should be effectively supervised on 24-hour basis by site contractor security officer in charge alongside branch manager.

## INCIDENT REPORTING

The Contractor should have in place adequate systems for reporting any incidents. Enquiries into incidents and traffic accidents occurring in Client's premises should be reported without delay to the RCK's Security manager or his representative.

## COMMUNICATIONS

Contractor should ensure own communication links (mobile phones, radios etc.) to its main control room must be reliable and manned 24 hours. Emergency security backup guards should be available within minimum time possible when need arise.

## METHODOLOGY

Outline the deployment strategy showing number of hours each guard is assigned supervision ratio. Provide a detailed procedure on how deployment and alarm response and maintenance will be done and tools utilized i.e. tammam parades occurrence books deployment sheets, Duty rostering methodology, Selection, recruitment and vetting policy, and Training and refresher schedules. Provide a list and description of the kind of reports that will be prepared and shared with the RCK including the frequency reporting.



**6 : PRICE SCHEDULE OF SERVICES**

The service provider should indicate the cost that is necessary to meet the requirements of RCK

Description	Charge per guard inclusive of VAT	Total cost per month inclusive of VAT	Annual cost
Provision of 24 hour Guarding Services:			
Response to Alarm system			
Alarm equipment ( provide pricing of items on separate sheet			
Maintenance of Alarm system			

Payment will be made Monthly within 30 days upon receipt of Invoice(s).

Name of Tenderer’s .....

Signature and Rubber Stamp of tenderer\_\_\_\_\_

**7 FORMS**

Notes on standard forms

- 7.1 Form of Tender: The tenderer shall complete and submit with its tender the form of tender and price schedules.
- 7.2 Contract Form: Shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
- 7.3 Confidential Business Questionnaire: This form should be completed by all the tenderers and submitted together with the bid.
- 7.4 Letter of Notification of Award: This form should not be completed at the time of summiting the bid. The form is a sample to be used to notify the successful bidder.
- 7.5 Declaration Form: This form should be completed by all the tenderers and submitted together with the bid.

FORM OF TENDER

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

To:

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. [description of services] in conformity with the said tender documents for the sum of ..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

[signature] \_\_\_\_\_ [In the capacity of \_\_\_\_\_  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_

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) \_\_\_\_\_  
\_\_\_\_\_

INTEGRITY DECLARATION

I/We/Messrs..... of .....  
Street/avenue, ..... Building,  
P.O. Box .....Code ....., of ..... (town), ..... (Nationality), Phone .....  
Email ..... declare that Public Procurement is based on a free and fair competitive  
tendering  
process which should not be open to abuse.

I/We ..... declare  
that I/We will not offer or facilitate,  
directly or indirectly, any inducement or reward to any public officer, their relations or  
business  
associates, pursuant to Section 62 of the Public Procurement & Asset Disposal Act, 2015, in  
connection  
with

Tender name: .....

Tender No. ....

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this ..... day of ..... 20.....

Authorized Signature..... Official Stamp  
.....

Name and Title of Signatory.....

Tenderers should note that only tenders that score 75% and above on the Technical Evaluation will qualify to have their financial bids evaluated. Those scoring below 75% will not be evaluated further and will be disqualified.

Stage 4: Recommendation of award

- a) For every Make/Model of the vehicle, the **lowest** evaluated garages will be recommended for award of six months r framework contract for the Provision of repair and maintenance service of motor vehicles for RCK. Normal service/ spares will be procured from contracted garages through call -offs when necessary.
- b) A mini competition may be carried out among the garages that will qualify for the Framework Contract on spares not captured in the tender document.

**CONFIDENTIAL BUSINESS QUESTIONNAIRE/PROFILE OF THE COMPANY**

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

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

Part 1 General

Business Name.....  
 Location of Business Premises .....  
 Plot No, .....Street/Road.....  
 Postal address.....Tel No .....Fax Email.....  
 Nature of Business .....  
 Registration Certificate No .....  
 Maximum value of business which you can handle at any one time - Kshs .....  
 Name of your bankers.....  
 Branch.....

<b>Part 2 (a) - Sole Proprietor</b>			
Your name in full.....		Age.....	
Nationality.....		Country of Origin.....	
Citizenship details .....			
<b>Part 2 (b) - Partnership</b>			
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.....

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