



# **NZOIA WATER SERVICES COMPANY LIMITED**

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## **PROVISION OF SECURITY AND GUARD SERVICES FOR THE YEAR 2021-2022**

**STANDARD TENDERDOCUMENT**

**TENDERNO:NZOWASCO/FRAM/36/2021-2023  
PROVISION OF SECURITY AND GUARD SEERVICES**

**OPENING DATE: FRIDAY,26<sup>th</sup>, NOVEMBER,2021**

**CLOSING DATE: TUESDAY 7<sup>th</sup>, DECEMBER,2021**

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## INTRODUCTION

- 1.1 This standard tender document for the procurement of security services has been prepared for use by Nzoia Water Services Company Limited.
- 1.2 The following general directions should be observed when using the document.
  - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a tender.
- 1.5 The cover of the tender document should be modified to include;
  - i. Tender number.
  - ii. Tender name.
  - iii. Name of procuring entity.

## SECTION I – INVITATION TO TENDER

Date 26<sup>th</sup>, Friday, 2021

TenderNo :NZOWASCO/FRAM/36/2021-2023

### Tender Name PROVISION OF SECURITY AND GUARD SERVICES FOR YEAR 2021-2023

- 1.1 NZIOA WATER SERVICES CO.LTD invites sealed tenders from eligible candidates for the PROVISION of SECURITY AND GUARD services.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at (NZIOA WATER SERVICES CO.LTD, P O BOX1010—50205; NEXT TO MASINDE MULIRO UNIVERSITY, WEBUYE CAMPUS) procurement office during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kenya shillings *ONE THOUSAND* in cash or bankers cheque payable to ( NZIOA WATER SERVICES CO.LTD) or downloaded free of charge from the website;[www.nziowater.or.ke](http://www.nziowater.or.ke).(notify nzowasco on [tenders@nziowater.or.ke](mailto:tenders@nziowater.or.ke) incase of any addendum or clarification)
- 1.4 Bids shall be accompanied **by a bid security of kshs 100,000** Price payable to, NZIOA WATER SERVICES CO.LTD on the option quoted.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of **(90) days** from the closing date of the tender.

Completed tender documents to be enclosed in a plain sealed envelopes, marked with the tender reference number and be deposited in the tender box provided at Nzioa Water Services Co. Ltd Headquarters in Webuye at the Procurement Office or be addressed and posted to:

**Managing Director, NZIOA WATER SERVICES CO.LTD, P.O. Box 1010-50205, Webuye**

**So to be received on or before Tuesday, 7<sup>th</sup>, December, 2021 at 10.30 A.M.**

Tender will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at (NZIOA WATER SERVICES CO.LTD BOARD ROOM)

## SECTION II – INSTRUCTIONS TO TENDERERS

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## SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from February 2022 UPTO February, 2023 of commencement (hereinafter referred to as the term) **Tenders will be awarded on basis of Framework Agreement.** specified in the tender documents which may be renewed for another two years at the discretion of Nzowasco upon satisfactory performance.

**FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consent of the Contractor extend this Agreement if the agreement period is less than three (3) years, if the initial engagement has been satisfactory.**

2.1.2. Nzowasco employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Nzowasco to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Nzowasco, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

**2.2.3** Nzowasco shall allow the tenderer to review the tender document free of charge before purchase if need be.

**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 in Structions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Declaration form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify Nzowasco in writing or by post, fax or email at Nzowasco's address indicated in the Invitation for tenders. Nzowasco 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 Nzowasco. Written copies of Nzowasco's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents

2.4.2. Nzowasco shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, Nzowasco for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post 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, Nzowasco, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Price**

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 25% of the original contract price.

2.9.6 Price variation requests shall be processed by Nzowasco within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

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

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Nzowasco 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 kshs 100,000.

2.12.2 The tender security is required to protect Nzowasco against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of **A bank guarantee/insurance approved by Public Procurement Oversight Authority (PPOA).**

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Nzowasco as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Nzowasco.

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 Nzowasco on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity,

pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Nzowasco as nonresponsive.

2.13.2 In exceptional circumstances, Nzowasco 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 **(2) two** copies of the tender, clearly / marking each -ORIGINAL TENDER|| and -COPY OF TENDER,|| as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for an 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 A copy of the tender in separate envelopes, duly marking the envelopes as -ORIGINAL|| and -COPY.|| The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

(a) be addressed to Nzowasco 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, Tuesday, 7<sup>th</sup>,December , 2021 at 10.30 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, Nzowasco 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 Nzowasco at the address specified under paragraph 2.15.2 not later than **Tuesday, 7<sup>th</sup>, December 2021 at 10.30 AM**

2.16.2 Nzowasco may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Nzowasco 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 Nzowasco as provided for in the appendix.

## **2.17 Modification and withdrawal 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 Nzowasco may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Nzowasco shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 7 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 Nzowasco will open all tenders in the presence of tenderers' representatives who choose to attend, at *10.30 AM, Tuesday, 7<sup>th</sup>, December, 2021* and in the location specified in the invitation to tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Nzowasco, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Nzowasco 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 Nzowasco 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 Nzowasco in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 Nzowasco will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in word will prevail.

2.20.3 Nzowasco may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, Nzowasco 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. Nzowasco determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by Nzowasco 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, Nzowasco 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.**

### **EVALUATION CRITERIA**

#### **Preliminary Examination (PE)**

Tenderers shall satisfy examination and responsiveness. Failure to being responsive at this stage will lead to automatic disqualification rejection.

- PE1 Properly filled, signed & sealed tender documents as per appendix to instructions to tenderers
- PE2 Properly filled & signed confidential business questionnaire;
- PE3 Must fill form of tender in format provided;
- PE4 Must fill anticorruption pledge form in page 44
- PE5 Must return serialized tender document and serialized appendix

#### **Instruction: Evaluation Criteria**

Evaluation Criteria: The successful Tenderer shall be a bidder with highest combined score (Technical and Financial).

## The Following are Mandatory Requirements

1. Bid Security of kshs100,000 of total tendered price from a bank registered in Kenya/insurance approved by PPOA on the option tendered.
2. Provide documentary evidence of the company's certificate of incorporation;
3. Copy of Current Valid Tax Compliance certificate, PIN and VAT Certificates
4. Copy of valid membership certificate in either Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA);
5. All guards shall have been trained on first aid and evacuation drills (provide evidence).
6. Tenderers shall provide evidence that they pay guards within the minimum wage guidelines set out by the Government (attach evidence).

## Technical Evaluation (TE)

### Determination of Responsiveness

Tenderers shall be considered responsive to quality for financial evaluation if they score a minimum of 75 points out of 100 points in technical requirements. The technical score will be weighed against 80 and financial score against 20, where the combined final score will be determined by the following formulae

$$S = \frac{TC}{100} \times 80 + \frac{BP}{LP} \times 20$$

Where S – Tenderers Combined Final Score  
TC - Tenderers Technical Scores  
BP - Tenderers Bid Price  
LP - Lowest Price Amongst the Tenderers

### Award Criteria

The tender shall be awarded to the tenderer with highest combined score.

# Technical specifications

Criteria Item	Evaluation Variable	Evidence/ Proof copies must include:-	marks (Mks)
TE1	Number of years in the business of providing private guarding services	3 Years and above: * Incorporation Certificates and * Previous and current Award letters/ contracts	10
TE2	Provide a list of corporate clients to which the company has offered similar services valued at least Kshs 400,000 per month 3years	* Recommendation letters in corporate client's letter head together with * Respective award letter/ contract (Last 3 years include 2019) * Statutory proof of ownership of Vehicle, Motorcycle, alarm and button gadgets * Demonstrate back-up arrangements specifically	Others prorated at: $\frac{\text{Number of years} \times 3}{3}$  3 or more clients: 10mks Others prorated at: $\frac{\text{Number of clients} \times 10}{3}$ in the last 3
TE3	Relevant infrastructure for provision of guarding services, such as motor vehicles, motor-cycles, alarms, panic buttons, 24 hour control room, communication apparatus, systems and infrastructure for responding to emergencies such as robbery and bomb threat incidents	* Attach copy/picture of guard's uniform * Compliance Certificate:	Number of vehicles - Five (2) and above- 10mks - Others prorated $\frac{\text{Number of motor Cycles}}{3}$ 5mks - Others Prorate backup  <input type="checkbox"/> Availability of alarm services and panic button (Specify type) - Specified- 10mks - Unspecified – 0mks <input type="checkbox"/> Back-up arrangements - Explained and specified – 5mks - Unspecified- 0mks  <input type="checkbox"/> Copy/picture of guard's uniform 5mks
TE4	Guarding uniforms & salaries		10

TE5	*General Training Schedule including weekly timetable. *Security proposal for head Office	* Training Schedule with Weekly timetable. * security survey for head off	Attached program/ training schedule 5mks <input type="checkbox"/> security survey report and proposal for head office 2.5mks <hr/> Presence in Kitale county or Bungoma county based on the option tendered 20,other areas 15	10
TE6	Proof of office premises	Copy of lease document or single business permit	<input type="checkbox"/>	20
TE7	a) Profitability Margin. (Average for last 2Years) = Profit before Interest & Tax/ sales	* Audited accounts for the last Two Years	Above 20% 10marks. Below 20% 5marks.	10
	b) Liquidity Ratio (Average for last 2Years) =Current Assets/ Current Liabilities Must attach company audited accounts for the last two consecutive years	* Audited accounts for the last Two Years	2:1 – 10mks; 1:1 – 5mks; less than 0.5:1 3mks less than 0.5:1 no mks	10
	Total			100

### Financial Evaluation

The Financial proposal for the lowest evaluated price shall be scored 100% this is in respect to bidders whose technical score is above 75 points.

The following annexes will form the basis of the financial evaluation;

- i) Tender form;
- ii) Price schedule;

### 3. Financial/Commercial

2.22.1 Nzowasco 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 using **formula indicated in Evaluation Criteria.**

2.22.3 Nzowasco 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 2.2.3 the following evaluation methods will be applied:

(a) ***Operational Plan***

Nzowasco 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 Nzowasco required delivery time will be treated as non-responsive and rejected.

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

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

2.22.5 The tender evaluation committee shall evaluate the tender within **30days** from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

### **2.23. Contacting Nzwasco**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Nzwasco 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 Nzwasco in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

### **2.24 Award of Contract**

#### **a) Post qualification**

2.24.1 In the absence of pre-qualification, Nzwasco will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the

Tenderer's tender, in which event Nzowasco will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 Nzowasco will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the highest combined score, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**Nzowasco** 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 Nzowasco action. If Nzowasco determines that none of the tenderers is responsive; Nzowasco shall notify each tenderer who submitted a tender.

2.24.4 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, Nzowasco will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Nzowasco pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, Nzowasco will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as Nzowasco notifies the successful tenderer that its tender has been accepted, Nzowasco will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Nzowasco.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from Nzowasco, 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 Nzowasco.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Nzowasco may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 Nzowasco will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

### Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist Nzowasco in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. Nzowasco should specify in the appendix information and requirements specific to the circumstances of Nzowasco, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

### **Appendix to instructions to tenderers**

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenders
2.10	Particulars of other currencies allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required

2.12	Particulars of tender security if applicable.
2.24	Particulars of post – qualification if Applicable
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) -The contract<sup>||</sup> means the agreement entered into between Nzowasco 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<sup>||</sup> means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) -The services<sup>||</sup> means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to Nzowasco under the Contract.
- d) -Nzowasco<sup>||</sup> 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<sup>||</sup> means general conditions of contract contained in this section
- g) -SCC<sup>||</sup> means the special conditions of contract
- h) -Day<sup>||</sup> means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right's**

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

### **3.6 Performance Security**

Within Thirty days (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Nzowasco 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 Nzowasco as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Nzowasco and shall be in the form of A bank guarantee.

3.6.4 The performance security will be discharged by Nzowasco 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 Nzowasco or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Nzowasco 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 Nzowasco.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Nzowasco 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 Nzowasco.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### 3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in Nzowasco 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 Nzowasco prior written consent.

### 3.10 **Termination for Default**

Nzowasco 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 Nzowasco.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of Nzowasco has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Nzowasco 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 Nzowasco for any excess costs for such similar services.

### 3.12 **Termination of insolvency**

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

### **3.13 Termination for convenience**

3.13.1 Nzowasco 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 Nzowasco 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 Nzowasco may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## **SECTION IV SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

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

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

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

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
2.30	Please ensure you fill the anti-corruption form attached
3.6	BID SECURITY OF KSHS 100,000
3.8	Payment shall be made to the Service provider within 30 from the invoice date of provision of services
3.9	PRICES CHARGED SHALL REMAIN COSTANT THROUGHT THE CONTRACT PERIOD
SERVICE REQUIRED	SERVICES WILL BE PROVIDED FOR BOTH DAY AND NIGHT
CONTRACT PERIOD	1 YEAR with an option of renewal for another year UPON SATISFACTORY PERFORMANCE (FOR A PERIOD OF 3 YEARS) From the date of signing the contract.

## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by Nzowasco and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which Nzowasco delivery obligations start (notice of award).

This part will include any deliverables under the service contract

### Note:Tender for one option ONLY

#### Option 1-Services to be provided in our premises within Bungoma County

S/NO	STATION	NO. OF GUARDS	UNIT PRICE	TOTAL
1	WEBUYE HEAD QUARTER	7		
2	WEBUYE REGION	12		
3	BUNGOMA REGION	35		
4				
<b>TOTAL</b>		54		

#### OPTION 2-Services to be provided in our premises within Trans Nzioa County plus KIMILILI REGIONAI OFFICE

	STATION	No.of Guards	Unit Price per Guard	Total
1	KITALE REGION	32		
2	KIMILILI REGION	8		
Total		40		

## **SECTION VI DESCRIPTION OF SERVICES**

### **Notes for preparing technical specifications**

This part will include any deliverables under the service contract.

The following requirements shall form part of the expected deliverables of the contract for provision of security services.

1. Guards should be well disciplined with high standards of education and training (attach CVs of all proposed cards)
2. Guards should be dressed daily in clean and well turnout uniforms
3. Must be impeccable character , honest and be of high integrity
4. Must be able to communicate and express themselves clearly in the National Languages.
5. The service shall be expected to be fully supervised and managed on 24 hour basis throughout the term of contract
6. Guards shall be expected to maintain occurrence books (OBS) vehicle movement registers and other operating instructions set by NZOWASCO.
7. Guards shall be expected to know how to use access control gadgets and other equipment that go hand in hand with security control
8. All guards supervisors and managers shall be expected to adhere ad observe all security operating instructions that shall be given to them from time to time by NZOWASCO
9. All guards shall be expected to have ability to use their initiatives whenever they shall be confronted with a security issue without jeopardizing on overall security arrangements
10. Guards are prohibited from sleeping, smoking, lighting of borne fires, taking alcohol or charting during working hours
11. Guards are expected to be time conscious

## SECTION VI – SCHEDULE OF SERVICES

### PRICE SCHEDULE OF SERVICE

**ENSURE THAT PRICE QUOTED SHALL REMAIN CONSTANT DURING THE CONTRACT PERIOD.**

Option 1 –Bungoma County.

S/No	STATION	No. Of Guards	Unit Price Per Guard Per Shift (Ksh) Inclusive of VAT (monthly)	Total Cost (Ksh.) Inclusive of VAT (Annual)
1	Guards to provide day and night security services at <b>NZOWASCO –HQ.</b>	7		
2	Guards to provide day and night security services in Bungoma	35		
3	Guards to provide day and night security services in Webuye Region	12		
<b>TOTAL</b>				

### Option 2-Tranzoia –County and Kimilili regional office

No.	Station	No.of Guards	Unit Price Per Guard Per Shift (Khs)Inclusive of all applicable taxes.	Total Cost
1	Guards to provide day and night security services in Kitale	32		
2	Guards to provide day and night security services in Kimilili	8		
Total:		40		

**NB** Incase of discrepancy between the unit price and total price, the Unit price shall govern. Price schedule must be duly stamped and signed by an authorized officer.

**PRICE QUOTED SHALL REMAIN CONSTANT DURING THE DURATION OF THE CONTRACT**

## **SECTION VI -**

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

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

## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Declaration form
8. Ant-corruption form

# FORM OF TENDER

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. [description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[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 \_\_\_\_\_

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for Nzowasco)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers .....</p> <p>Branch.....</p>
---

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called -the tenderer)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called -the Tenderer).....

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

Of.....having registered office at

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

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

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of Nzowasco]

WHEREAS.....[name of tenderer]

(hereinafter called -the tenderer) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

supply.....

[Description services](Hereinafter called -the contract)

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

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

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

*(Amend accordingly if provided by Insurance Company)*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.

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

- 1.
- 2.

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**

# Anti-Corruption Pledge Form

I/We.....  
.....  
.....

.....aware that the Government views corruption in the procurement process a serious matter and aware that it is against Anti-Corruption and Crimes Act to engage in corrupt and fraudulent practices do hereby pledge not to engage in such practices while bidding for the supply of Goods and service to the Procurement entity.

Tenderer's Name.....

Address.....

Authorized signature.....

Date.....

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I – General:

Business Name.....

Location of business premises.....

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

Postal Address.....Tel. No. ....

Nature of business.....

Current Trade Licence No. ....Expiring date.....

Maximum value of business which you can handle at any one time: K£.....

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

Are you an agent of the Kenya National Trading Corporation? YES/NO.....

Part 2 (a) – Sole Proprietor:

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

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

\*Citizenship details.....

Part 2 (b) – Partnership:

Give details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Part 2 (c) – Registered Company:

Private or public.....

State the nominal and issued capital of the company –

Nominal K£.....

Issued K£.....

Give the details of all directors as follows:

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

5. ....

Date.....Signature of Tenderer.....

\*If Kenya Citizen, indicate under -Citizenship Details|| whether by Birth, Naturalization or Registration.

GPK (L)