TENDER FOR

PROVISION OF SECURITY SERVICES

CAK/TEND/005/2019-2020

CLOSING DATE: WEDNESDAY, 16TH OCTOBER,2019

TIME: 12.00 PM

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INVITATION TO TENDER

Date: 2ND October, 2019.
Tender No. CAK/TEND/005/2019-2020.
Tender name: Provision of Security ServiceS

1.1 The **Competition Authority of Kenya (CAK), Nairobi** invites sealed tenders from eligible candidates for **Provision of Security Services at CAK Headquarters at Kenya Railways Building, Block D, on the Ground and First Floor.**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement office on the, CAK Headquarters, **at Kenya Railways Building, Block D, on the Ground floor** Nairobi **during normal working hours**.
N/B: Bidders are advised to visit CAK Headquarters, before quoting.

1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.

1.4 Tenders must be accompanied by a bid security/bid bond of 2% of the total bid price from a reputable bank or Insurance firms approved by PPRA as specified in the tender document. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box **situated at the entrance to the main building of CAK Headquarters on Kenya Railways Building, Block "D" on the Ground floor on or before Wednesday, 16th October, 2019 at 12.00 p.m.**

Bulky documents that cannot be put in the Tender box directly may be delivered to procurement office ground floor for safe custody and will be opened all together on **October 16th, 2019 at 12.00 p.m.**

Late bids will be rejected.

1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at CAK Headquarters, Conference Room on **October 16th, 2019 at 12.00 p.m.**

Wang'ombe Kariuki

DIRECTOR GENERAL

SECTION II – INSTRUCTIONS TO TENDERERS

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2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all prequalified bidder for the Provision of security services eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

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

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

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

2.2 Cost of tendering

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

2.2.2 The tender document be free of charge. The document can also be downloaded free of charge from CAK website www.cak.go.ke or from (www.tenders.co.ke) Treasury portal suppliers@treasury.go.ke. Those who download the tender document and intend to submit a bid are required to submit their particulars to the CAK Supply Chain Management Department for records and for the purpose of receiving any subsequent tender clarifications and/or addendums.

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

i) Instructions to tenderers

ii) General Conditions of Contract

iii) Special Conditions of Contract
iv) Schedule of Requirements
v) Details of service
vi) Form of tender
vii) Price schedules
viii) Contract form
ix) Confidential business questionnaire form
x) Tender security form
xi) Performance security form
xii) Principal's or manufacturer's authorization form (if applicable)
xiii) Declaration form.

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

2.4 Clarification of Documents

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

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

2.5 **Amendment of documents**

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 **Documents Comprising the Tender**

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

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

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

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

(d) Confidential business questionnaire

2.8 **Form of Tender**

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

2.9 **Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

2.10 **Tender Currencies**

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

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 **Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form bank guarantee.

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
(b) In the case of a successful tenderer, *if* the tenderer fails:
(c) (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 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 **Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE 16th **October, 2019 at 12.00 p.m.**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **October 16th, 2019 at 12.00 p.m.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and

candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **October 16th, 2019, 12.00pm.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other

details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's

responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

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

2.22 **Evaluation and comparison of tenders**.

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

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

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender offering to perform longer than the procuring entity's required delivery time will be treated as nonresponsive and rejected.

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

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment

schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender.

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. **Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) **Post qualification**

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

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 **Notification of award**

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

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

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.28 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to 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
2.10	Prices quoted shall be in Kenya Shillings
2.11	Tenderers are required to submit copies of the following **MANDATORY REQUIREMENTS** which will be used during Preliminary Examination to determine responsiveness: 1. The firm to provide Company profile, location and physical address 2. Certificate of Registration/Incorporation 3. Valid Tax Compliance Certificate issued by the Kenya Revenue Authority (KRA). 4. Tender Form duly Completed, signed and Stamped by the Tenderer in the format provided 5. Price schedule duly completed, signed and stamped by the Tenderer in the format provided. 6. Must submit a Tender Security of 2% of the total bid price and must remain valid for an additional thirty (30) days after tender validity period 7. Must submit a duly filled up Confidential Business Questionnaire in format provided 8. Must submit copies of Audited financial accounts for the last three years (2016, 2017, and 2018). 9. Must complete a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practices – form attached 10. Must complete a self-declaration that the bidder/person is not debarred in the matter of public procurement – form attached 11. Bid document must be bound and serialized with indelible ink 12. Must have been in existence in security services for the last five (5) years, attach evidence. 13. Submit reference letters for at least five (5) firms/clients, indicating value of each contract for the last five (5) years. 14. Must have compliance certificate from NSSF 15. Must have compliance certificate from NHIF 16. Provide evidence of /confirm manpower capacity of not less than 100 guards in Permanent Employment and their salaries which should meet the minimum wage criteria.

	17. Provide valid communication authority of Kenya Radio frequency license 18. Workman's compensation insurance cover for the staff. 19. Provide copy of Third Party of Public Liability Cover of Contractual liability insurance policy with a minimum liability of KES 40,000 per event per year. 20.Membership of a Kenya Security Industry Association KSIA or PSIA 21. Letter of Compliance issued by Ministry of Labour and showing Compliance to labour requirements and in particular compliance to minimum wage. 22. A declaration that the service provider shall comply with minimum wage regulations. **Any tenderer who will not have complied with any of the above requirements shall be considered non responsive and will be eliminated from further evaluation**
2.12	Tender Security/Bid Bond will be 2% of the total bid price in the form of a Bank guarantee from a reputable bank, Insurance firm or as prescribed by PPRA.
2.16	**Closing date; Wednesday, October 16th ,2019** at 12.00 p.m.
2.22	**Evaluation and comparison of Tenders:** Technical evaluation shall be carried out as described in this paragraph not withstanding any other requirement in the tender documents.
2.24 (a)	Particulars of post- qualification if applicable. **CAK may choose to contact tenderer's facilities and referees**
2.24.4	Award Criteria **AWARD WILL BE MADE TO THE LOWEST EVALUATED BIDDER**
2.30	Performance Security will be 10% of the total contract price in the form of a guarantee from a reputable bank

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" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) "The Procuring entity" means the organization sourcing for the services under this Contract.

e) "The contractor means the individual or firm providing the services under this Contract.

f) "GCC" means general conditions of contract contained in this section

g) "SCC" means the special conditions of contract

h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.5 **Patent Right's**

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

3.6 **Performance Security**

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of : a) Cash.

b) A bank guarantee.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

3.8 **Payment**

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

3.9 **Prices**

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

3.10 **Assignment**

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

3.10 Termination for Default

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

a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination for insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

General conditions of contract reference	Special conditions of contract
3.6	Performance Security will be 10% of contract price in form of a bank guarantee from a reputable bank
3.9	N/A
3.17	Government of Kenya Laws
3.18	Competition Authority of Kenya P.O. Box 36265- 00200, Nairobi

1. Public Liability (Legal and Contract Liability) Insurance Cover, a copy of which must be attached.
2. Copy of the proposed contract document with all the clauses included, e.g.
   - **(a)** The clauses on settlement of claims
   - **(b)** Provision relating to liability
   - **(c)** Occupation of premises
   - **(d)** Variation of contracts
   - **(e)** Termination of contracts etc. must be attached.

SECTION V – SCHEDULE OF REQUIREMENTS

1.0 Objective

The objective of this terms of reference is to engage a suitably qualified security firm to provide security services to protect the property and provide monthly security reports to the Authority.

2.0 Scope of Provision of Security Services

i. Provision of security to the Authority's staff members, premises (offices and equipment) guard to man the ground floor office entrance/ reception area and the Authority parking lot.
ii. Provision of security guards protecting Authority premises, personnel and property during the day and night.

3.0 Detailed extent of security services

- Maintenance of a handing over book.
- Maintenance of a vehicle movement register
- Maintenance of a visitor's log book and adhere to the procedure for handling visitors in the Authority.
- Maintenance of an Occurrence Book to register any security incidences.
- Provide a statistics report on all visitors visiting the offices on a weekly basis and a comprehensive report at the end of the month detailing all security happenings for the month and any security threats or risks that may have been observed.
- Report any occurrence of an incident within 30 minutes and submit a detailed written report within 12 hours upon occurrence of an incidence.
- Provide quarterly reports on periodical security surveys capturing any emerging security threats and highlighting vulnerability and recommendations to overcome the threats.
- Provision of guards with good customer care and public relation skills.
- The security firm shall ensure that no item leaves the premises without a gate pass dully signed by the contact person.
- Participate in any fire drills and or related procedures undertaken.
- Emergency hotline numbers manned on 24 hour basis.
- Provision for 3 uniformed guards . (One to guard to patrol around the offices and manage the parking space during the day and two others guard at night).
- Monthly invoicing which must be accompanied by a security report
- Staff deployed to work in the Authority should be uniformed and in possession of Certificate of Good Conduct.
- Compliance with NHIF and NSSF reuirements.
- Provide evidence of adherence to the minimum wage as per the Government guidelines and policies.
- Provision of Monthly Performance Reports to the Authority for Quality Assurance.

SECTION VI – TECHNICAL DESCRIPTION OF SERVICES

The detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks.

Bidders are required to indicate against each service specification "UNDERSTOOD AND WILL COMPLY" or "UNDERSTOOD AND WILL NOT COMPLY". With an exception of item 22 where bidders should indicate required details, *any other response in the column will be treated as NON-RESPONSIVE.*

No.	Technical Specifications (Service and other key requirements)	Max. Marks	Bidder's Response
1	Safeguarding and protecting The CAK's personnel, tenants, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none CAK property located at the premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by foot as required to provide continuous surveillance. While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the supervisor and close and lock gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.	3	
2	Ensure that, where provided, all the regulations of CAK affecting the security and Safety of property in guarded premises are carried out. A copy of regulations shall be given to the winning contractor together with other contract documents.	3	
3	Any interference to the protection of the premises to be identified and reported to CAK immediately.	3	
4	Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards.	4	
5	All visitors and customers to CAK's premises to be courteously received assisted and directed.	3	
6	Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable	3	

	offence.		
7	Shall prevent the occurrence of fires, explosions and other catastrophes by close observation of the buildings, machinery, generator, vehicles, electrical equipment, Servers, UPS. and personnel to identity unsafe conditions, procedures or activities.	3	

8	Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security.	3	
9	Ensure that fire-fighting equipment remain in designated locations and are not interfered with. In addition ensure that the right firefighting equipment is used to extinguish fire.	4	
10	Record all vehicles visiting the premises and verify gate passes issued to visitors.	3	
11	Implement the Authority's right to search employees, visitors and tenants and their vehicles to ensure that no CAK's property is taken from the premises without relevant authority or entry of suspicious equipment and materials.	3	
12	Ensure that before CAK's property is removed authorization is obtained from the relevant authorities.	3	
13	Maintain an occurrence book to record daily occurrences of security interest by management and other persons concerned.	3	
14	Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles and bicycles.	4	
15	Regulate human traffic in CAK's offices and customers' access respective services in an orderly manner without delay.	3	
16	Guard all CAK's premises against terrorism by ensuring thorough access controls, Screening and/or searching of personnel and vehicles using own handheld metal detectors and under-search mirrors for key office premises,	4	

	detect and deal with suspicious characters.		
17	The bidder must prove existence of radio network with central command by producing a valid Communication Authority of Kenya frequency license.	4	
18	The successful bidder shall be liable for any loss suffered by CAK caused by the contractor's employee's act of commission or omission.	4	
19	The successful bidder for guarding services shall be required to send a quick response/backup crew to the client premises at a short notice as and when emergencies occur.	4	
20	Bidders with evidence of compliance with Quality management standards i.e. ISO certification or are in the process of being certified will have an added advantage. • State whether Certified. • In process of being certified.	5	
21	100% of the guards supplied must be trained in **antiterrorism, first aid, fire/safety and customer care. (**Provide proof of the above training from authorized and professional training organization by giving a list of at least twenty names of staff.)	4	
22	The successful bidders shall be required to install own guards Monitoring system that is semi or fully automated.	3	
23	The bidder must supply own VHF radio communication for client premises in the stations to facilitate rapid flow of information and security operations.	3	
24	The successful bidder shall deploy guards with high integrity, well uniformed and shall avail guards' salary structure as a proof that personnel are paid as required by labour laws and properly taken care of. Also attach copy/picture of guard's uniform.	5	
25	The successful bidder shall undertake to conduct integrity awareness of deployed personnel jointly with CAK to sensitize them on integrity risks and CAK's expectation.	3	
26	The bidder must supply own portable/handheld security equipment to include metal detectors.	5	

27	Successful bidders shall be forwarding security reports on agreed frequencies (weekly, monthly, and quarterly, yearly and annually) to the head of security covering all stations where services are provided.	3	
28	Attach Current Membership Certificate of Security Industry association, any International Association or Protective Security Industry association (PSIA).	5	
	TOTAL	**100**	

NB Please note that; a. Numbers of guards required may be increased or reduced as need may be. Invoice raised shall be for the guards deployed during the month. The supervisors who will be for the Authority that particular must be indicated.

The minimum technical score to proceed to financial evaluation is 70% and only tenderers who secure the minimum technical score will be considered for financial evaluation

"The Contract shall cover a period of one year but will be extended for another period of one year based on the past performance"

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Tender security form
5. Performance security form
6. Bank guarantee for advance payment
7. Confidential business questionnaire
8. Declaration form

FORM OF TENDER

Date_____
Tender No._____

To……..

……..

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos…… *[insert numbers,* 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 …….days (*insert number of days*) from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of_____ 20 _____
[signature] _____ *[In the capacity of]*

Duly authorized to sign tender for and on behalf of_____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____Tender Number_____. Page ____of _____.

1	2	3	4	5	6	7
Item	**Description**	**Quantity & quality**	**Duration**	**Unit Price**	**Total Price** EXW per item (cols. 4x5)	**Unit Price of other incidental services payable**

Signature of tenderer _____

Note: In case of discrepancy between monthly unit price and total, the monthly unit price shall prevail. Final total amount should be inclusive of all taxes.

CONTRACT FORM

THIS AGREEMENT made the ___day of _____20____between……[name of procurement entity] of …….[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and ……[name of tenderer] of …….[city and country of tenderer](hereinafter called "the tenderer") of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    (a) the Tender Form and the Price Schedule submitted by the tenderer;
    (b) the Schedule of Requirements;
    (c) the Technical Specifications;
    (d) the General Conditions of Contract; (e) the Special Conditions of Contract; and
    (f) the Procuring entity's Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____the _____(for the Procuring entity) Signed, sealed, delivered by_____the _____(for the tenderer) in the presence of_____.

TENDER SECURITY FORM

Whereas ……..[name of the tenderer]
(hereinafter called "the tenderer")has submitted its tender dated……..[date of submission of tender] for the provision of ……..
[name and/or description of the services]
(hereinafter called "the Tenderer")……..
KNOW ALL PEOPLE by these presents that WE……
Of……having registered office at
[name of procuring entity](hereinafter called "the Bank")are bound

unto…… [name of procuring entity](hereinafter called "the procuring

entity") in the sum of ……..

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.
THE CONDITIONS of this obligation are:
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

_____

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To: ……..

[name of the Procuring entity]

WHEREAS…….[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____[reference number of the contract] dated _____20_____to supply……..

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of …….

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

……..

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address] _____*[date] (Amend accordingly if provided by Insurance Company)*

BANK GUARANTEE FOR ADVANCE PAYMENT

To……

[name of tender]……

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

……

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of …… *[amount of guarantee in figures and words].* We,the ……

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

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

……..

Location of business premises.

……..

Plot No…… Street/Road

……..

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

Nature of Business

,……..

Registration Certificate No.

……

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

……

Name of your bankers ……Branch……

Part 2 (a) – Sole Proprietor

Your name in full …….. Age ……..

Nationality …… Country of origin …….

- Citizenship details

……

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
8.1 ……			
8.2 ……			
8.3 ……			
8.4 ……			

Part 2 (c) – Registered Company

Private or Public

……

State the nominal and issued capital of company-

Nominal Kshs. ……

Issued Kshs. ……

Given details of all directors as follows

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

Date …… Signature of Candidate ……..

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

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 15 days of the date of this letter but not earlier than 7 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.

etc.

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

1.

2.

etc

SIGNED …….(Applicant)

Dated on…….day of ……/…20…

FOR OFFICIAL USE ONLY

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

……....20…..……

SIGNED Board Secretary

SELF DECLARATION FORM

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……..of P.O. Box…….being a resident of……..in the republic of……do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of…….……. (insert name of the Company) who is a Bidder in respect of **Tender No.** …… for……..……(insert tender title/description) for…… (insert name of Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

……. ……. …….

(Title) (Signature) (Date)

Bidder Official Stamp

SELF DECLARATION FORMS

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

I,……..of P.O. Box…….being a resident of……..in the Republic of……do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of…….……. (insert name of the Company) who is a Bidder in respect of **Tender No.** …… for……..……(insert tender title/description) for…… (insert name of Procuring entity) and duly authorized and competent to make this statement.

   THAT the aforesaid Bidder, its servants and/or agents / subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of…….. (insert name of the Procuring entity) which is the Procuring entity.

2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of…….. (insert name of the Procuring entity).

3. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive practice with other bidders participating in the subject tender.

   THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

……. ……. ……

(Title) (Signature) (Date)

Bidder Official Stamp

Declaration Form

Having studied the tender document information for the above activity, We/I hereby state:

a. The information furnished in our application is accurate to the best of our Knowledge.

b. That in case of being short-listed we acknowledge that this grants us the right to participate in due time in the provision of the above required services

c. We enclose all the required documents and information required for the RFP.

Date …….

Applicant's Name ……

Represented by ……

Signature ……

(Full name and designation of the person signing and stamp or seal.)