

REPUBLIC OF KENYA



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND
URBAN DEVELOPMENT
STATE DEPARTMENT OF TRANSPORT
P.O. BOX 52692-00200
NAIROBI**

OPEN TENDER

**TENDER DOCUMENT
FOR PROVISION OF SECURITY SERVICES
TENDER NO. MOTIHUD&PW/SDT/01/2018-2020**

CLOSING DATE: MONDAY 4TH FEBRUARY, 2019 AT 10.00 A.M.

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INVITATION TO TENDER

21st JANUARY, 2019

TENDER NO MOTIHUD&PW /01/2018-2020 PROVISION OF SECURITY SERVICES

- 1.1 The Ministry of Transport, Infrastructure, Housing, Urban Development & Public Works (State Department of Transport) invites sealed tenders from eligible candidates for the provision of Security Guard Services for the period starting **1st March 2019 to 28th February 2021**.
- 1.2 Interested eligible candidates may obtain further information from Ministry of Transport, Infrastructure Housing & Urban Development, State Department of Transport, Transcom House, Ngong Road Upper Ground floor, room no.22 during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates by downloading from the Ministry's website (www.transport.go.ke) or (www.tenders.go.ke)
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **one hundred and twenty (120) Days** from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at Ground floor Transcom House or be addressed and posted to :
**The Principal Secretary,
State Department of Transport,
Ministry of Transport, Infrastructure, Housing Urban Development & Public Works
P.O. Box 52692 – 00200,
NAIROBI.**
So as to be received on or before Monday 4th February, 2019 at 10.00 am.
- 1.6 Bidders **must** attach a Bid security of 2% of the Bid price which should be valid for 30 days beyond the validity of the tender.
- 1.7 Duration of contract shall be twenty four (24no.) months from 1st March 2019 to 28th February 2021
- 1.8 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Transcom House Annex Accounts Boardroom.

Head, Supply Chain Management

For: Principal Secretary

State Department of Transport

Ministry of Transport, Infrastructure, Housing, Urban Development & Public Works.

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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 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 PPAD Act 2015 section 55 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 **Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 **Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to

submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which should be received not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 **Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 **Tender Currencies**

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

2.11 **Tenderers Eligibility and Qualifications.**

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 **Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2% (2per 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 **Kenya Shillings** or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance company guarantee as may be approved by the Authority.
- c) Letter of credit; or
- d) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- e) Cash.

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

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

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - i) to sign the contract in accordance with paragraph 30
or
 - ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.14 2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14 **Format and Signing of Tender**

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

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

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

2.15 **Sealing and Marking of Tenders**

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

The inner and outer envelopes shall:

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

(b) Bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE (Monday, 4th February 2019),"

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 Monday 4th February, 2019 at 10.00 am.

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 may choose to attend, on Monday 4th February, 2019 at 10.00 am and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

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

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity have required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

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

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

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

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

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

(f) 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

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

EVALUATION CRITERIA

Evaluation on bids will be conducted in three stages namely:-

Stage 1: Mandatory Requirements

1. Submit the Tender documents book bound or spiral in two envelopes securely bound and clearly marked:-
 - i) **Original**
 - ii) **Copy**
2. Certificate of Incorporation/Registration and where applicable certificate of change of name from Registrar of Companies.
3. Valid Tax Compliance Certificate.
4. Appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder
5. Original Bid Bond of 2% of the bid price and valid for one hundred and twenty (120) days from date of tender opening (should be denominated in Kenya Shillings, and in the form of a bank guarantee issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company as approved by PPOA
6. Valid certificate of registration as a member of Private Security Providers Association KSIA/PSIA. (National)
7. Audited financial statements/Accounts for two years
8. Three letters of recommendations for provision of security and guarding services of similar magnitude from other reputable institutions other than State Department of Transport with proof of at least 50 guards in the last two (2) years.
9. Proof of compliance with prevailing labour laws in respect to minimum wage statutory remittance i.e. attaches a duly certified letter from the local labour office.
10. Valid Work Injury Benefits Insurance Policy.
11. Proof of remittance of statutory NHIF and NSSF contributions (attach current compliance certificate)
12. Attach CV's of Key top management staff- (attach certificate as proof).
13. Confidential Business Questionnaire duly completed, stamped and signed.

Documentary evidence in form of copies and originals where applicable must be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to automatic disqualification from further evaluation.

SPECIFIC DETAILS OF SERVICE (SDS)

These are to be filled and signed by the supplier for all requirements and submitted alongside other requested documents. Bidders are required to indicate against each service specification “Yes” or “To Comply” thus indicating their confirmation to meet the service on award. Any other response in the column will be treated as **NON – RESPONSIVE**.

	The Details of Service Specifications are as follows:	Bidder's Response
1	Safeguarding and protecting the State Department of Transport personnel, tenants, properties, materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage. This shall include patrolling premises, site building and motor vehicle parking lots as required providing continuous surveillance. While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the shift 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.	
2	Ensure that all the regulations of State Department of Transport affecting the security and Safety of property in guarded premises are carried out.	
3	Any interference to the perimeter protection of the premises to be identified and reported to State Department of Transport security immediately.	
4	Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in State Department of Transport's premises.	
5	All visitors and customers to the State Department of Transport's premises to be courteously received assisted and directed.	
6	Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.	
7	Shall prevent the occurrence of fires, explosions and other catastrophes by close observation of the building, machinery, building plants, vehicle, electrical equipment and personnel to identify unsafe conditions, procedures or activities.	
8	Pay attention to all water, steam, gas and electrical installation to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security.	
9	Ensure that fire-fighting equipment remain in designated locations and are not interfered with. In addition ensure that the right fire-fighting equipment is used to extinguish fire.	
10	Search and record all vehicles visiting the premises and verify gate-passes issued to visitors.	
11	Implement the contractor's right to search employees, visitors and tenants and their vehicles to ensure that no State Department of Transport property is taken from the premises without relevant authority or entry of suspicious equipment and materials.	
12	Ensure that before State Department of Transport's property is removed, authorization is obtained from the relevant authorities.	

13	Maintain an occurrence book to record daily occurrences of security interest by management and other persons concerned.	
14	Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles.	
15	Guard all State Department of Transport'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, detect and deal with suspicious characters.	
16	The successful bidder shall be liable for any loss suffered by State Department of Transport caused by the contractor's employees.	
17	The successful bidder shall be able to send a quick response and backup crew to the client premises at a short notice as and when emergencies occur.	
18	The successful bidders may be required to have and or to install own guards Monitoring system that is semi or fully automated.	
19	The successful bidders shall supply guards with high integrity, well-groomed and presentable in full uniforms and shall avail guards salary structure as a proof that personnel are well paid and properly taken care of.	
20	Successful bidders shall be forwarding weekly, monthly, quarter yearly and annual security reports to the office Superintendent.	
21	Successful bidder shall supply certificates of good conduct of security guards on request of the employer.	
22	To perform guarding duties in conjunction and in consultation with the company security officers, police, civil protection organizations, fire brigade and other similar organizations.	
23	To recognize and act promptly and positively to emergency situations within the area of deployment, to recognize and report Any threats, risks or any hazard in and against company installations and Human Resources.	
24	To provide operational support to employees of the company and customers in meeting their overall goals, objectives and standards.	
25	To refer any controversial matters to the company security officers or in absence, any State Department of Transport employee present and to report all matters of significance to the said during the course of your duties as soon as they occur.	
26	To adhere to the norms and regulations established by the company and the government in technical, administrative, economic and industrial relations.	
27	To carry security duties by ensuring maximum customer care, both internal and external.	
28	To safeguard and control all security risk keys in your custody at all times whose loss or compromise must be reported immediately.	
29	Guards must report on duty 15 minutes before change over time. They	

	should not leave place of duty assigned to you until otherwise relieved or on reasonable course or pursuing a suspect.	
30	To handover/takeover any equipment, keys, materials or any resource in your possession or control or supplied to you by the company by virtue of your duty in the company, whenever absent or off duty due to sickness, leave or away on any other course.	
31	To check security guards at least two times in every 12 hour's shift.	

Bidder's Signature -----

Official Stamp -----

Date -----

Bids which meet all the criteria as set out in stage 1 will proceed to the next stage of evaluation.

Stage 2: - Technical Evaluation

No.	Description	Max Score	Requirement	Confirm Submission Yes/No
A	Facilities			
1	Evidence of physical address. Attach copies of title, lease or rental agreement(4Marks)	20	Copy of title/lease agreement	.....Y/N
2	Proof of fleet capacity- minimum 4 motor vehicles and 4 motor cycles dedicated to security assignments(attach copies of log books and areas where such vehicles are deployed (marks 8)		4 copies of log books owned or leased with lease agreement	.....Y/N
3	State pairs of uniforms provided to each guard (3 marks)		Required 2 pairs	.....Y/N
4	Submit list of other equipment and kits provided to guards (5 marks)			.....Y/N
B	Company profile			
1	Number of years that the firm has been providing security services a) More than 10 years- (8	30	Specify	.....Y/N

	marks) b) 8 to 10 years-(5Marks) c) 5 to 7 years (2marks) d) 2 to 4 years (1marks)			
2	Company`s turn over a) Less than 24 million (2 marks) b) 24 -48 Million (4marks) c) 48-72 million (6marks) d) 72 and over million (8marks)		From audited Accounts for the last 3 years	.....Y/N
3	Proof of contractual liability cover with a minimum limit of 1 million per event (8 marks)		Copy of policy	.....Y/N
4	Indicate the current assignments and the number of guards deployed NOT State Department of Transport (attach copies of work order/contract) and indicate number of guards on standby (6marks)		List of assignments work orders and indicating No of Guards	.....Y/N
C	Personnel Competency profile			
1	State your policy on certificate of good conduct for your guards attached (4marks)	8	Min 6 current Certificates for guards	.....Y/N
2	State your policy on qualification of supervisors to be deployed indicating the minimum academic qualification (4Marks)		Min 3 CV`s for Supervisors	.....Y/N
D	Reputation			
1	No past termination by State Department of Transport (5Marks)	12	Non	.....Y/N
2	No past litigation with State Department of Transport (1 Marks)		Non	.....Y/N
3	No past Records of poor performance/Strike in the assignment (5marks)		Non	.....Y/N
4	Document presentation. (1 marks)		Non	.....Y/N
	TOTALS			

Note:

The documents submitted will be evaluated for suitability and awarded marks. Only tenders that meet the 35 (thirty five) marks and above will proceed to the Financial Evaluation stage.

Stage 3: - Financial Evaluation (Prices quoted should be in Kenya Shillings)

Evaluation will involve the following:-

1. Failure to quote for all the sections will lead to automatic disqualification.
2. The Financial evaluation will be performed as follows.

FORMULA:-

- **TOTAL TECHNICAL** = **Out of 70 Marks**
- **FINANCIAL FORMULA** (Max. 30 Marks) = $\frac{\text{Price of the lowest bidder}}{\text{Price of the firm Considered}} \times 30$

TECHNICAL (%) + FINANCIAL (%) = winning bidder (%)

NOTE:

1. The firm achieving the highest combined technical and financial scores will be the winning bidder.
2. Prices quoted by the tenderer shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

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

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

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29.

Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

2.26 **Signing of Contract**

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

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

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

2.27 **Performance Security**

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

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

2.28 **Corrupt or Fraudulent Practices**

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

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity 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. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, 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 tender

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Open to all
2.4.1	Clarification can be sought (7) seven days before tender submission
2.9.5	The variation shall not exceed 15% of the original contract price.
2.10	Kenya shillings.
2.12	2% of the bid price
2.13.1	One hundred and twenty (120) Days from the closing date of the tender.
2.16	On or before Monday 4th February, 2019 at 10.00 am

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 superceded by provisions of other part of contract.

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

Within **thirty (30)** 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) A bank guarantee.
 - b) Such insurance company guarantee as may be approved by the Authority.
 - c) Letter of credit; or
 - d) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than **thirty (30)** days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	10% of the tender sum
3.8	Payments to be made on a monthly or quarterly basis after services have been rendered and invoices issued
3.9	Any variation to contract shall be guided by the Public Procurement and Asset Disposal Act, 2015
3.14	Disputes to be settled as per the Arbitration Laws of Kenya.
3.17	Applicable laws shall be the Laws of Kenya.

SECTION V – SCHEDULE OF REQUIREMENTS

This part will include any deliverables under the service contract

SCHEDULE OF REQUIREMENT DAY

S/ No.	ITEM DESCRIPTION (DAILY)	NO. Required	LOCATION
1.	Guards	4	Main Gate
2.	Guards	3	Main Reception
3.	Guards	2	V.I.P Reception
4.	Guards	2	Exit Gate/Parking Yard
5.	Guards	1	Upper Ground
6.	Guards	1	1 st Floor
7.	Guards	1	2 nd Floor
8.	Guards	1	3 rd Floor
9.	Guards	1	4 th Floor
10.	Guards	1	5 th Floor
11.	Guards	1	6 th Floor
12.	Guards	1	7 th Floor
13.	Guards	1	8 th Floor
14.	Guards	1	9 th Floor
15.	Guards	1	Showground
16.	Guards	1	Supervisor
	TOTAL	23	

NIGHT

S/No.	ITEM DESCRIPTION (DAILY)	NO. Required	LOCATION
1.	Guards	2	Main Gate
2.	Guards	1	Main Reception
3.	Guards	1	V.I.P Parking
4.	Guards	1	V.I.P Reception
5.	Guards	1	1 st , 2 nd & 3 rd Floors
6.	Guards	1	4 th , 5 th & 6 th Floors
7.	Guards	1	7 th , 8 th & 9 th Floors
8.	Guards	1	Exit Gate & Parking
9.	Guards	1	Showground
10.	Guards	1	Supervisor
	TOTAL	11	

OTHERS(NIGHT)

	Police Dog	1	Transcom Hse.
	Dog Handler	1	Transcom Hse.

NB: the services will be provided for a period of two years (24 Months starting 1st March 2019)

SECTION VI TECHNICAL SPECIFICATIONS (DESCRIPTION OF SERVICES)

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract. Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

SECTION VII - SCHEDULE OF REQUIREMENTS AND COSTING

S/NO.	ITEM DESCRIPTION	DEPLOYMENT AREA	No. OF GUARDS REQUIRED	COST PER GUARD (KSHS)	TOTAL COST (KSHS)
1	Provision of professional security and Guard Services During the Day	Transcom House & Show ground	23		
2	Provision of professional security and Guard Services at Night	Transcom House & Show ground	11		
3	Police Dog	Transcom House	1		
4	Dog Handler	Transcom House	1		
TOTAL MONTHLY PRICE (KSHS)					
TOTAL 12 MONTHS COST (KSHS)					
Hire of 1no.security Guard as and when required for 12no. hours					

Signature of tenderer _____

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

SECTION VIII- STANDARD FORMS

Notes on standard forms

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

SECTION VIII- STANDARD FORMS

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form

FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[State Department of Transport]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos....., of which is hereby duly acknowledged, we, the undersigned, offer to provide. [.....] in conformity with the said tender documents for the sum of. *total tender amount in words* *and in figures Kshs.*.....] 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 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 the procuring entity invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

TENDER SECURITY FORM

Whereas [name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated..... [Date of submission of tender] for the provision of

[name and/or description of the services]

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

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

Of.....having registered office at

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

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

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

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS..... [name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20 ____ to

supply.....

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

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

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

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

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

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

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