



KENYA FORESTRY RESEARCH INSTITUTE

TENDER NO: KEFRI/ONT/007/2020 – 2021

TENDER NAME: PROVISION OF SECURITY SERVICES

RELEASE DATE: TUESDAY 1ST DECEMBER 2020

CLOSING DATE: TUESDAY 15TH DECEMBER 2020

DECEMBER, 2020

TABLE OF CONTENTS

| | |
|---|----|
| SECTION I: INVITATION TO TENDER [ITT]- ADVERTISEMENT | 3 |
| SECTION II-INSTRUCTIONS TO TENDERERS | 5 |
| APPENDIX TO INSTRUCTION TO TENDERERS. | 17 |
| i) Preliminary/Mandatory Evaluation Criteria | 18 |
| ii) Technical Evaluation..... | 19 |
| iii) Financial Evaluation and Award..... | 21 |
| c) Preferential bias – Section 70(6) (vi) and Regulation 77(2) (d)..... | 21 |
| SECTION III: GENERAL CONDITIONS OF CONTRACT | 22 |
| SECTION III - GENERAL CONDITIONS OF CONTRACT | 23 |
| SECTION IV - SPECIAL CONDITIONS OF CONTRACT..... | 28 |
| SECTION V - TECHNICAL SPECIFICATIONS | 29 |
| 5.1 GENERAL..... | 29 |
| 5.2 SPECIFIC PARTICULARS TO SCOPE OF SERVICE | 29 |
| SECTION VI - SCHEDULE OF REQUIREMENTS | 32 |
| SECTION VII - STANDARD FORMS..... | 39 |

KENYA FORESTRY RESEARCH INSTITUTE



SECTION I: INVITATION TO TENDER [ITT]- ADVERTISEMENT

The Kenya Forestry Research Institute (KEFRI) invites sealed bids from eligible candidates for the below listed tenders;

| No | Tender Number | Tender Title | Target Group | Bid Closing Date |
|-----------|---|--|------------------|---|
| 1. | KEFRI/ONT/002/2020 - 2021 (re-advertisement) | Proposed Construction of 3No. Seed Stores in Rift Valley Eco Regional Research Program – Londiani & Turbo and Central Highlands Eco Regional Research Program - Muguga | Open/AGPO | Tuesday 15 th December 2020 at 11.30am |
| 2. | KEFRI/ONT/003/2020 - 2021 (re-advertisement) | Proposed Renovation of Mau Sub Centre –Senetwet | AGPO | Tuesday 15 th December 2020 at 11.30am |
| 3. | KEFRI/ONT/004/2020 - 2021 (re-advertisement) | Proposed Chainlink Fencing at Tiva Woodlands - Kitui | AGPO | Tuesday 15 th December 2020 at 11.30am |
| 4. | KEFRI/ONT/005/2020 - 2021 | Supply, Delivery, Installation, Testing & Commissioning of Borehole Drilling & Equipment | Open/AGPO | Tuesday 15 th December 2020 at 11.30am |
| 5. | KEFRI/ONT/006/2020 - 2021 | Proposed Renovation of Lamu Sub Centre | AGPO | Tuesday 15 th December 2020 at 11.30am |
| 6. | KEFRI/ONT/007/2020 - 2021 | Provision of Security Services | Open/AGPO | Tuesday 15th December 2020 at 11.30am |

Tender documents can be downloaded free of charge from KEFRI website www.kefri.org or Public Procurement Information Portal, www.tenders.go.ke. All queries quoting the tender number and title should be emailed to tenders@kefri.org for the purpose of clarification. Completed bid documents must be submitted in a plain sealed envelope (“**original**” and “**copy**”) **all** clearly marked with the tender number and title indicated as per instructions in the tender document and addressed to:

The Director
Kenya Forestry Research Institute
P.O Box 20412-00200 City Square

Nairobi

and deposited in the tender box situated at the entrance of the Director's office - KEFRI Headquarters, Muguga, so as to be received on or before the bid closing date of **Tuesday 15th December 2020 at 11:30 am**. Thereafter the received bids will be opened immediately in the presence of the tenderers or their representatives who choose to attend **in the Auditorium Room - KEFRI Headquarters – Muguga**.

The process of tender preparation – **pre-tender site visit, closing and opening** shall be undertaken in adherence to the COVID-19 guidelines and protocols from the Ministry of Health.

KEFRI shall not answer to any query relating to the tenders three (3) days or less prior to the submission deadline.

DIRECTOR - KEFRI

KEFRI

SECTION II-INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.0 This Invitation for Tender is open to all eligible Tenderers as described in instructions to tenderers. The Successful Tenders shall provide the services for a duration of one year.

2.1.1 KEFRI 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.

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

2.1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KEFRI 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.

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

2.2 Cost of tendering

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

2.2.2 Tender document shall be downloaded free of charge from KEFRI website www.kefri.org or Public Procurement Information Portal, www.tenders.go.ke.

2.3 Contents of tender documents

2.3.1 The tender document comprises of the document 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

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 requiring any clarification of the tender document may notify KEFRI in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. KEFRI will respond in writing to any request for clarification of the tender documents, which it receives no later than five (5) days prior to the deadline for the submission of tenders, prescribed by KEFRI. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective tenderers who have received the tender documents
- 2.4.2 The procurement entity shall reply to any clarification sought by the tenderer within 3 days of receiving the request to enable tender 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, KEFRI, for any reason, whether at its own initiative or in response to a clarification requested by prospective tenderers, may modify the tender documents by amendment.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KEFRI, 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 correspondence and documents relating to the tender exchanged by the tenderer and KEFRI, shall be written in English language, provided that 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 in accordance with paragraph 2.8, 2.9 and 2.10 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

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices and total tender 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 be fixed during the Term submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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 KEFRI'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 2 % of the tender price from a reputable bank or PPRA approved underwriter.
- 2.12.2 The tender security is required to protect KEFRI against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad or a guarantee issued by a reputable insurance company in the form provided in the tender documents or any other form acceptable to KEFRI.

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

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible

2.12.6 but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KEFRI.

2.12.7 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.

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by KEFRI 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 2.30 or
 - (ii) to furnish performance security in accordance with paragraph 2.31.

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 KEFRI, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KEFRI as non-responsive.

2.13.2 In exceptional circumstances, KEFRI 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/markings each “ORIGINAL TENDER” and “COPY OF TENDER”, as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. The person(s) signing the tender shall initial all pages of the tender, except for unamended printed literature.

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Director KEFRI at the address given in the invitation to tender
- (b) must bear, **tender number** and the subject of the invitation for tender. The words “DO NOT OPEN BEFORE” Tuesday 15th December, 2020 at 11:30 am must bear on the outer envelope.

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, KEFRI will assume no responsibility for the tender’s misplacement or premature opening.

2.16 DEADLINE FOR SUBMISSION OF TENDERS (SUBMISSION OF TENDER)

2.16.1 The duly completed tender document, signed and stamped must be delivered and placed in the Tender Box situated at the entrance to the Director's office or be posted using the address below on or before Tuesday, 15th December, 2020 at 11:30 am

**The Director,
Kenya Forestry Research Institute
P.O. Box 20412-00200
Nairobi.**

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

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 tenderer's is received by KEFRI 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.

2.18 Opening of Tenders

2.18.1 KEFRI will open all tenders in the presence of tenderers' or representatives who choose to attend, on **Tuesday, 15th December, 2020 at 11:30 am** and in the location specified in the invitation to tender.

The tenderers or representatives who are present shall sign a register evidencing their attendance in the tender opening.

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

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders KEFRI 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 KEFRI in KEFRI's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination

2.20.1 KEFRI 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 KEFRI 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, KEFRI 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. KEFRI'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 KEFRI and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

Where other currencies are used, KEFRI 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 KEFRI will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.22.3 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.
- 2.22.4 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.

2.23 Contacting KEFRI

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

2.24 Awarding of Contract

(a) Post Qualification

2.24.1 In absence of pre-qualification, KEFRI 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.

2.24.1 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11, as well as such other information as KEFRI deems necessary and appropriate.

2.24.2 An affirmative determination will be prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event KEFRI 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 KEFRI will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the

lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Institute's Right to vary quantities

2.24.4 KEFRI reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) Institute's right to accept or reject any or all tenders

KEFRI 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(s) of the grounds for KEFRI's action.

2.25 Notification of award

- 2.28.1 Prior to the expiration of the period of tender validity, KEFRI will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.1 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.25.2 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.25, KEFRI 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 KEFRI notifies the successful tenderer that its tender has been accepted, KEFRI will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.26.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.26.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KEFRI.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from KEFRI, the successful tenderer shall furnish KEFRI with 10% 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 KEFRI.

2.27.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.24 or paragraph 2.25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KEFRI may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 KEFRI requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations the following terms are defined as follows

- (i) “Corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KEFRI, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KEFRI of the benefits of free and open competition;

2.28.2 KEFRI 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 INSTRUCTION TO TENDERERS.

| Instruction to Tenderer - Clause | Particulars of appendix to instruction to tenderers |
|---|---|
| 2.1 | The tender is open to qualified Security Service Providers in Kenya. - AGPO registered firms are encouraged to bid |
| 2.2.2 | To be downloaded free of charge |
| 2.6.1 | Language is English |
| 2.7 | Tenders must include mandatory and Technical evaluation requirements. |
| 2.11 | Tenderers Must meet the qualification requirements |
| 2.12 | Tender Security will be as follows; AGPO registered firms shall be required to dully fill the Tender Securing declaration form Other Firms shall be required to submit Tender security as indicated in the Mandatory requirements. |
| 2.13.1 | Tender Validity period will be 120 days after the date of tender opening |
| 2.14.1 | Tenderers Must provide two copies -Original and copy |
| 2.18 | Tuesday 15th December 2020 at 11:30 am. Thereafter the received bids will be opened immediately in the presence of the tenderers or their representatives who choose to attend in the Auditorium Room - KEFRI Headquarters – Muguga. |
| 2.20.1 | Tenders Must meet all the mandatory requirements |
| 2.20.2 | Regulation 74 (2) shall apply which states; Subject to section 79 (2)(b) of the act any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. |
| 2.22.2 | Tenderers Must meet the Technical Criteria Pass mark of 80% |
| 2.27 | The Performance Security shall be 10% of the contract sum and 1% of the contract sum for AGPO registered firms. |

EVALUATION CRITERIA

i) Preliminary/Mandatory Evaluation Criteria

Tenderers shall be evaluated based on the parameters indicated below. Bids that are non-responsive shall be eliminated from the entire evaluation process and shall not be considered for further evaluation

| MR | Parameters | Submitted/ Not submitted |
|-------|---|--------------------------------|
| MR1 | Submit a copy of certificate of Incorporation / Registration from the Registrar of Companies / Businesses; | |
| MR 2 | Submit a copy of current CR12/CR13 for the firm, | |
| MR 3 | Submit valid copy of AGPO Certificate i.e current Youth, Women, or PWD certificate –where the firm is registered under AGPO | |
| MR 4 | Must submit a duly filled, signed and stamped form of tender - the total bid MUST tally with the total figures in the price schedule | |
| MR5 | Submit valid, relevant and current copy of Single Business Permit from County Government; | |
| MR6 | Submit valid Tax Compliance Certificate | |
| MR 7 | Submit valid licences issued by the Communication Authority of Kenya (CAK) for VHF and UHF Radios. | |
| MR 8 | Submit valid certificate confirming membership of with Kenya Security Industry Association (KSIA), Protective Security Industry Association (PSIA) or any other recognised Association in Kenya | |
| MR 9 | Provide Power of Attorney of Form of Tender Signatory where signatory is not a director of the firm as provided in the firm’s CR12/CR13 | |
| MR10 | Must submit a valid current NSSF compliance certificate | |
| MR 11 | Must submit a valid current NHIF compliance certificate | |
| MR 12 | Provide a copy of Valid Public/ Contractual Liability Insurance policy | |
| MR 13 | Must dully fill signed and stamped. ; Tenderers detail form, Tenders Experience Requirement form, Anti-Corruption compliance form, Litigation History Form Filled, signed and stamped. | |
| MR14 | Copy of Valid Certificate of registration of work place (DOSH 22)- | |
| MR 15 | Declaration that the firm has not been convicted of corrupt or fraudulent practices and that it will not engage in any corrupt or fraudulent practice | |
| MR 16 | Tender documents to be downloaded as issued and submitted filled without altering the format. Failure to submit any part of the tender document as issued will lead to automatic disqualification | |
| MR 19 | The tender document - Original and Copy MUST be TAPE BOUND (Spiral Binding and use of Spring or box files will be deemed as non-responsive) | |
| MR 20 | The entire/complete tender document (all pages including attachments) must be paginated using a numbering machine. (Hand written pagination will be deemed non – responsive) | |

8.5 Due Diligence

KEFRI **may** carry out due diligence to verify the accuracy of the information provided and past performance of the lowest evaluated tenderer. Any inconsistencies noted in any of the above requirements and unsatisfactory performance shall lead to automatic disqualification and the second lowest evaluated tenderer shall be considered for the award.

ii) **Technical Evaluation**

| TR | Criteria-Requirements | Max. Score |
|-----------|---|-------------------|
| T1 | Experience of the Firm | |
| a | Number of years the firm has been in the business of Provision of Security Services (Guarding). 5 years - 10 Marks 4 years - 8 Marks 3 years – 6 Marks 1 year – 2 Mark Less than 1 year – 0 Marks Attach Contracts/LSO/recommendation letters with the client’s letter head and contacts showing a continuous business for the last five years--- each year i.e. 2016, 2017, 2018, 2019 and 2020 -of not less than Kshs. 20 Million (2Marks x 5) prorated | 10 |
| b | Provide two (2) Corporate institutions or organizations (apart from KEFRI) that you are serving, or have provided security guarding services with not less than 100 guards each and with a contract sum of 25 Million & above within not more than three (3) years ago (2018, 2019 & 2020) Attach: Annual contract sum - clearly indicating the number of guards and contract sum or attach recommendation letters in the client’s letterhead/LSO- with contact person name and Telephone number – Each 10 Marks | 20 |
| c | Proof of vehicle fleet capacity of Branded company motor vehicles/motor cycles dedicated to security assignments, deployments and supervision – Submit ownership documents and colored photos - 5 motor vehicles and 10 motor cycles spread across the 3 clusters Motor vehicle – 2 marks each, Motorcycle - 0.5 marks each) –prorated | 15 |
| d | Submit Evidence of Employed Guards: 300 and Above (5marks) 200-299(4marks) 100-199(3marks) Submit: Monthly list of guards’ names with guard details including proof of NSSF & NHIF for within the period of the last 12 months | 5 |
| e | Submit evidence of training facility/school and colored photos of guards on a training programme. (– 3 Marks) | 3 |
| T2 | Staff Qualification and Welfare | |
| a | Submit the firms organization Chart – Attach Current Organization Structure indicating designations, names and responsibilities of respective office holders including ground supervisor | 4 |

| | | |
|-----------|--|------------|
| b | Operations Manager – Qualifications Provide the CV in the format provided with qualification, experience and copy of Professional and academic Certificates; Bachelor’s Degree in Security or related field (8 marks) Diploma in Security or related field (6 marks) Certificate in Security Related field (4 marks) | 13 |
| | Added advantage: Proof of having worked with the Kenya Police, Prisons or KDF (5 marks) | |
| | Operations Manager’s experiences in security related field; Over 5 years – (4 marks) Between – 4 - 5 years (3 Marks) Less than 4 years (2 marks) | 4 |
| | Human Resource Manager or equivalent Bachelor’s Degree in Human Resource or related field (7 marks) Diploma in in Human Resource or related field (5 marks) Certificate in in Human Resource or related field (2 marks) Added advantage: Valid Membership to IHRM (3 marks) | 10 |
| | Provide relevant documentation to demonstrate that your guards’ salaries are as per or above Government minimum wage guidelines; (GMWG) KES 2,000/= above GMWG(4marks) KES 1,000/= above GMWG(3marks) As Per GMWG (2marks) Attached certified Payroll for the month of October 2020. | 4 |
| | Mode of Paying Salaries to the guards Through Banking Institutions (3marks) Any other mode(1mark) Attach evidence / reference letter from the bank | 3 |
| | State latest dates by which salaries are paid to the guards Before last day of the month (3 marks) Last day of the month (2 marks) 1 – 10 days after end month (1 marks) Evidence or statement certified by the employer | 3 |
| T6 | Commercial Evaluation - attach Audited accounts for 2019 | 1 |
| | a) Current Ratio = $\frac{\text{Total Current assets}}{\text{Total Current liabilities}}$ 2:1–(5marks) 1:1–(3marks) Less than 1:1 (0 marks) | 3 |
| | b) Annual Turnover of over 100 Million in 2019 - financial year (2) | 2 |
| | | 100 |

N/B: The pass mark on technical evaluation is 80%

iii) Financial Evaluation and Award

The following criteria will be taken into consideration;

a) Bidders can choose to bid for all the three clusters or less – Bidders however MUST bid/quote for all the works stations in a **cluster failure will lead to disqualification.**

b) Determination of Financially Responsive Tender

Section 79(2) (b) of the PPADA 2015 shall apply as per the regulation 74 (2) which states;

Subject to section 79 (2)(b) of the act any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

c) Preferential bias – Section 70(6) (vi) and Regulation 77(2) (d)

Firms registered under AGPO qualifies for 10% preferential bias on financial prices quoted, so long as their total bid sum is within KEFRI budget. AND thus their bid shall be the lowest evaluated bid.

d) Recommendation for award

The successful bidder shall be the tenderer with the lowest evaluated tender sum subject to KEFRI right to exercise due diligence relating to confirmation of information submitted by the bidder before the award of the tender in pursuant to Section 83 of the Public Procurement and Asset Disposal Act 2015

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

| | Page |
|--|------|
| 3.1 Definitions..... | 23 |
| 3.2 Application..... | 23 |
| 3.3 Country of Origin..... | 23 |
| 3.4 Standards..... | 24 |
| 3.5 Use of Contract documents and information..... | 24 |
| 3.6 Patent Rights..... | 24 |
| 3.7 Performance security..... | 25 |
| 3.8 Inspection and Tests..... | 25 |
| 3.9 Packing..... | 26 |
| 3.10 Delivery and documents..... | 26 |
| 3.11 Insurance..... | 26 |
| 3.12 Payment..... | 26 |
| 3.13 Price..... | 27 |
| 3.14 Assignments..... | 27 |
| 3.15 Sub contracts..... | 27 |
| 3.16 Termination for default..... | 27 |
| 3.17 Liquidated damages..... | 28 |
| 3.18 Resolution of Disputes..... | 28 |
| 3.19 Language and law..... | 28 |
| 3.20 Force Majeure..... | 29 |

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -

- (a) “The Contract” means the agreement entered into between KEFRI 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to KEFRI under the Contract.
- (d) “KEFRI” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by KEFRI for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without KEFRI’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KEFRI in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without KEFRI's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of KEFRI and shall be returned (all copies) to KEFRI on completion of the Tenderer's performance under the Contract if so required by KEFRI

3.6 Patent Rights

3.6.1 The tenderer shall indemnify KEFRI against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in KEFRI's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KEFRI the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KEFRI and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KEFRI, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by KEFRI and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 KEFRI.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, KEFRI may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to KEFRI.

3.8.4 KEFRI's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by KEFRI or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Institute in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by KEFRI as specified in the contract

3.13 **Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by KEFRI within 30 days of receiving the request.

3.14. Assignment

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with KEFRI's prior written consent

3.15 Subcontracts

- 3.15.1 The tenderer shall notify KEFRI in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

- 3.16.1 KEFRI 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 deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by KEFRI.
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of KEFRI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event KEFRI terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to KEFRI for any excess costs for such similar goods.

3.17 Liquidated Damages

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, KEFRI shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 KEFRI and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

- 3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.21 Applicable Law

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

3.22 Notices

- 3.22.1 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. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

| General condition of contract references | Special conditions of contract |
|---|---|
| 3.7 | Performance security shall be 10% of the contract sum and 1% of the contract sum for AGPO registered firms. |
| 3.12 | Method of Payments. Payments to be made on monthly basis after satisfactory verification of submission of supported invoices. |
| 3.13.2 | Price adjustments allowed: Not allowed within 12 months from the commencement of the contract |
| 3:15 | Sub contract shall not be allowed |
| 3.18 | Disputes to be settled as per the Arbitration Laws of Kenya. |
| 3.21 | applicable law. Laws of Kenya |
| 3.22 | The Director Kenya Forestry Research Institute P.O Box 20412-00200 City Square Nairobi |

SECTION V - TECHNICAL SPECIFICATIONS

5.1 GENERAL

KEFRI requires Security and Safety Services to protect its premises at the Headquarters and in all its Eco regional research programmes and sub Centres country wide and residential houses as determined from time to time. Details of the Required Services are provided in section VI– Description of services: -

- i) The contract will be for a period of two (2) years renewable annually subject to satisfactory performance. During this period, the successful tenderer will be required to maintain all the required licenses and statutory requirements and ensure sound functioning of the required equipment.
- ii) The security firm shall be required to comply with all the labor laws including the minimum wage guidelines in force in the Republic of Kenya.
- iii) KEFRI will continuously conduct monitoring of the outsourced security services with a view of assessing contract performance and compliance with all labor laws. Any noncompliance may result to severance of the contract.
- iv) Quarterly performance & Compliance evaluation on outsourced security will be done by KEFRI in all the regions and sub-centres.
- v) Overall annual performance assessment will be carried out in the last quarter to determine renewal as per contract.
- vi) The renewal of the contract will be based on contract performance and compliance with the labor laws.
- vii) It is envisaged that new KEFRI buildings will be completed during the contract period. Where this occurs, the number of guards required to serve the centre(s) will be provided by the security firm awarded the cluster where the Build falls. Initially KEFRI will advise on the number of guards to be deployed in all the new centres
- viii) When security needs of the KEFRI changes and more guards are required, the additional guards will be provided by the security firm serving the cluster.
- ix) The price for the additional guards shall be the price indicated in the initial price schedule submitted by the firm.

5.2 SPECIFIC PARTICULARS TO SCOPE OF SERVICE

The scope of service is spread across the country and is organized into 3 clusters as shown below;

| No | Eco Region & sub-centres | Day Guard | Day Supervisor | Night Guard | Night Supervisor | Dog handler | Sniffer Dog |
|----------|---|-----------|----------------|-------------|------------------|-------------|-------------|
| A | CLUSTER 1 | | | | | | |
| 1 | Drylands Eco Regional Research Programme -Kitui | 4 | 1 | 6 | | 1 | 1 |
| 2 | Kibwezi -Sub Centre | 2 | - | 2 | - | - | - |
| 3 | Garissa-Sub-centre | - | | - | - | - | - |
| 4 | Coast Eco Regional Research Programme - Gede | 3 | - | 2 | - | - | - |
| 5 | Taita Taveta – Sub centre | 2 | - | 2 | - | - | - |
| 6 | Lamu -Sub centre | 3 | - | 5 | - | 1 | 1 |
| | Sub- Total | 14 | 1 | 17 | | 2 | 2 |
| B | CLUSTER 2 | | | | | | |
| 1 | Lake Victoria Basin Eco- Regional Research Programme- Maseno | 3 | - | 5 | - | 1 | 1 |
| 2 | Kakamega Sub centre | 2 | - | 2 | - | - | - |
| 3 | Ramogi Sub Centre | 2 | - | 2 | - | - | -- |
| 4 | Kuja River Sub Centre | 2 | - | 2 | - | - | - |
| 5 | Migori Sub Centre | 3 | - | 4 | - | - | - |
| 6 | Rift Valley Eco- Regional Research Programme- Londiani | 2 | - | 2 | - | - | - |
| 7 | Marigat Sub Centre | 3 | - | 3 | - | 1 | 1 |
| 8 | Turbo Sub Centre | 2 | - | 4 | - | - | - |
| 9 | Lodwar Sub Center. | 2 | - | 2 | - | - | - |
| | Sub – Total | 21 | - | 26 | - | 2 | 2 |
| C | CLUSTER 3 | | | | | | |
| 1 | KEFRI Headquarters -Muguga | 7 | 1 | 10 | 1 | 2 | 2 |
| 2 | Central Highlands Eco Regional Research Programme-Muguga, | 5 | 1 | 7 | - | 1 | 1 |
| 3 | Forest Products Research Programme-Karura | 3 | - | 3 | - | - | - |

| | | | | | | | |
|---|----------------------|-----------|----------|-----------|----------|----------|----------|
| 4 | Nyeri Sub Centre | 2 | - | 2 | - | - | - |
| 5 | Rumuruti -Sub centre | 2 | - | 2 | - | - | - |
| 6 | Nairobi Show ground | 1 | - | 1 | | | |
| | Sub - Total | 20 | 2 | 25 | 1 | 3 | 3 |
| | TOTAL | 55 | 5 | 68 | 1 | 7 | 7 |

Summary of Number of requirements

| No | Requirements | Total Number |
|----|--------------------------------------|--------------|
| 1 | Day Guard | 55 |
| 2 | Night Guard | 68 |
| 3 | Day Supervisor | 5 |
| 4 | Night Supervisor | 1 |
| 5 | Dog handler | 7 |
| | Grand Total | 136 |
| 1 | Dog handler & Sniffer Dog | 7 |

N/B: Bidders can choose to bid for all the three clusters or less – Bidders MUST bid/quote for all the works stations in a **cluster**.

SECTION VI- SCHEDULE OF REQUIREMENTS

The Services involves provision of private guarding services to KEFRI (referred to as the Client) by the successful tenderer (referred to as the Contractor) in each cluster. The contract entails provision of the following:-

- i) Guarding Services
- ii) Security Dog and Handler
- iii) Security Guards on Temporary Assignments
- iv) Rapid response team

The number of Guards to be hired will be determined from time to time.

1. CONTRACT PERIOD

The Contract period shall for a period of **two (2) years renewable annually subject to satisfactory performance and on mutual consent. The tender is** divided into three (3) clusters:

2. GUARD AND ALLIED SERVICES

The Service Provider(s) shall be expected to provide 24hours services. The Guards will be expected to work for a maximum of 12 hour shifts.

3. CONTRACTOR'S RESPONSIBILITIES

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

- a) Is responsible for safeguarding and protecting the client's personnel, properties, materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none clients property located at the client's premises.
- b) This shall include use of CCTV where provided, patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required to provide continuous surveillance.
- c) While patrolling, check all designated gates, doors and windows and if found unlocked or open notify the shift supervisor and close and lock gates, door and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
- d) They are to ensure that:-
 - i) All the regulations of the client affecting the security of the property and the property of the Client's tenants are carried out. A copy of the regulations would be given to the winning Contract or together with other contract documents.
 - ii) Any interference to the perimeter protection of the premises is identified as soon as possible and reported to the relevant authorities.
 - iii) Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in client's premises.
 - iv) All visitors and customers to the Client's premises are courteously received, assisted and directed in a manner, which will reflect to the Contractor's credit and client's good image.
- e) They are to detain any person who is committing or with reasonable cause is suspected to be in act of committing a cognizable offence.
- f) They are to prevent the occurrence of fires, explosions and other catastrophes by close

observation of buildings, machinery, building plants, vehicles ,electrical equipment and personnel to identify unsafe conditions, procedures or activities. Other responsibilities would be:-

- i) Detect fire and take the right action.
 - ii) Alert the sectional staff particularly the supervisor of the danger at hand.
 - iii) Clear any obstruction to the firefighting equipment.
 - iv) Ensure fire-fighting appliances .g. fire pumps are functional.
 - v) Correctly use the right firefighting equipment to extinguish the fire.
 - vi) Raise the fire alarm to initiate an emergency response
 - vii) Participate in periodic fire drills.
- g)** They are expected to pay attention to all water, steam, gas and electrical installation to detect leakage or spillage, breakdown and wastage and to take any immediate action necessary in the interest of safety and Security.
- h)** They are to ensure the firefighting equipment remain in the designated locations and are not interfered with.
- i)** Record all vehicles visiting the premises to collect or deliver materials as required and their vehicles to ensure that no Client's property is taken from the premises without relevant authority or entry of suspicious equipment and materials.
- j)** Implement the Contractor's right to search of employees, visitors and tenants and their vehicles to ensure that no Client's property is taken from the premises without the relevant authority or entry to suspicious equipment and materials.
- k)** Require the production of authorizations on the removal of the Client's property and deal with them in accordance with their practice.

- l) Accept all personal found on the site and maintain a register of lost and found property containing all relevant details such as time, place etc as required.
- m) Record all occurrences of security interest in a daily occurrence/logbook for the information of the security staff, management and other persons concerned.
- n) Shall control personnel and vehicles entry to and from various authorized entrances at Client's premises and ensure no unauthorized persons or vehicles gain access to the premises. This will include enforcement of badge/pass system to identify and control all Clients' employees, visitors and Contractor's to the guarded premises.
- m) Regulate vehicle movement, parking of vehicles and storage of motorcycles and bicycles whilst on client's property.
- n) Regulate human traffic in all Clients' station offices and ensure that large numbers of customers are accessed to respective service counters in an orderly manner without delay.
- o) Guard client's premises against terrorism:-
- p) Conduct thorough access controls into the Client's premises, screen/search personnel and vehicles using hand held metal detectors and under search mirrors.
- q) Detect report or deal with suspicious characters, dangerous equipment and materials.
- r) Enforce relevant measures on guard against terrorism.

4. **LIABILITY CONTRACT**

The service provider(s) shall be responsible for any want of proper care on its part in the selection/employment of employees put on and in charge of offering security and safety services to the Client.

- The service provider(s) shall be responsible to the Client in the circumstances of any intentional wrongful act committed by the Contractor's Employees(s).
- The Contractor shall be liable for any loss suffered by the Client caused by negligence of the Contractor or the Contractor's employees whilst in action within the course of their employment.
- The service provider(s) shall state willingness to take responsibility for such and also to take up a liability insurance cover for the loss. Such insurance cover should be placed with Insurance Company acceptable to the Client.

Payment:

Payments for services rendered in a particular month shall be made by the end of the month.

Invoices detailed with normal contract charges are to reach the **Deputy Director- Administration** or the authorized representatives latest on **25th day** of every month to avoid unnecessary delay in paying process.

Invoices covering charges for temporary assignments agreed to be undertaken and not covered in the contract shall be forwarded with other base contract invoices.

5. INDEMNITY

The service provider(s) shall indemnify and keep indemnified The Client, its servants and agents against loss, of or damage, of property or bodily injury sustained by its servants or agents or any of them by reason of any act of omission or neglect of Contractor its servants or agents whilst performing their duties under this Agreement **and** against the dishonesty of its Security Officers whilst performing their duties here under and this shall include any loss, damage, injury or any consequential or indirect loss sustained by the Client, its servants or agents or third party lawfully on the premises by reason of any act or omission or neglect of the Security company its servants or agents.

The Client agrees to indemnify and to hold the Contractor, its agents and employees harmless against all claims, proceedings, damages, costs, expenses and losses arising as a result of Client's negligence.

6. CLAIMS

Notice of all claims by the client or the Security Company or companies in respect of any loss, damage or injury or consequential or indirect loss, shall be given in writing to the Contractor(s) by the client giving details of such loss, damage or injury of Consequential or indirect loss within twenty one (21) days after the discovery of such damage, loss or injury.

7. LOGISTICS

The service provider(s) shall make arrangements and be responsible at their own cost for the following:-

- General Transport requirements for all its personnel to and from the premises and
- Accommodation and control operations office for all personnel and operations

8. INSURANCE

The Contractor(s) shall insure its Security Officers engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and

unless such injury shall be due to the act of neglect or default of the organization, its servant or agents the Contractor will indemnify the Client against all actions claims and demands in respect of such injury.

The Contractor(s) shall if required by the Client avail the policy of Insurance in respect thereof and proof of payment of current premium.

9. SIGN PLATES

The Contractor(s) shall at its own cost subject to the prior approval thereof provide sign plates indicating that the premises are being guarded by the Contractor and the guard dogs are in use thereat.

10. SECURITY SURVEY

Tenderers shall visit the Client’s premises to carry out a survey to facilitate their tendering.

11. GENERAL

Age of the Guards

Aged between **20** and 45 years old.

Education – Guards education requirement

KCSE or Form four leavers and above with at least basic training in security and who are able to express themselves in English and Kiswahili fluently

Vetting

The successful contractor(s) should have thorough knowledge of guards’ background and must provide:

- Certificates of good conduct before the guards are posted and after every 12 months.
- Curriculum Vitae before engagement of the guards with copies of certificates attached

12. UNIFORM

The Contractor(s) should provide to each guard two (2) pairs of uniforms and sufficient protective clothing that will manage all types of weather, a headgear, two (2) pairs of shoes (footwear), four (4) pairs of socks a pair of gumboots and a whistle. Guards must always be presentable and in full uniform whenever they are at the client’s premises.

Uniform must be of specified colour and should always be clean and in good state of repair to commensurate KEFRI image. At no time will the client expect to find guards working without uniform.

13. SECURITY EQUIPMENT

Contractor(s) must give a list of own security equipment to be provided to the guards for use in service improvement and efficiency. This must include own guards monitoring system

Any such equipment must be tabulated clearly to show that they are for free; any security equipment used/provided should be serviceable. Intruder alarm equipment shall be leased where required.

14. TRAINING

Guards should have undergone training in primary security procedures, firefighting, and safety, first aid and customer service. Training on anti-terrorism and terrorism awareness is a must. Contractor should indicate that the guards will continuously receive refresher training/courses to improve their security and safety skills during the contract period. This will be assessed during any Judiciary performance and compliance assessment as planned.

15. ADEQUATE PERSONNEL

The Contractor(s) should have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence or any other reason.

Guards engaged for services at Client's premises must be those on permanent employment.

16. SUPERVISION

The guards should be effectively supervised on 24-hours basis by a qualified supervisor. Each cluster should have **at least a supervisors as described or agreed from time to time** who should have a minimum qualification of KCSE/Form four leavers and at least a diploma in security services training.

17. INCIDENT REPORTING

The Contractor(s) should have in place adequate systems for reporting any incidents. Enquiries into incidents and traffic accidents occurring in Client's premises should be reported without delay to the Clients Security manager or his representative, possibly the reporting should be within one hour from the time the incident occurs.

18. COMMUNICATIONS

Contractor(s) should ensure own communication links (landline telephone, mobile phones, radios etc) to the main control room must be reliable and manned 24hours. The client would provide necessary internal communication connecting security posts where necessary.

Where Clients' telephone will be used to make external calls or mobile destinations, such calls must be officially recorded as will be specified. Bills for calls made on non-KEFRI business will not be honored.

Emergency security backup guards should be available within minimum time possible when need arise.

19. PROVISION OF STANDARD SERVICE

The Contractor(s) shall provide services to the acceptable standards in the performance of this Agreement AND poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of the Government.

Frequent and inexcusable delays by the Contractor in the performance of its obligations here under shall give rise to sanctions impositions of liquidated damages by the Government. If at any time during the performance of this Agreement the Contractor encounters conditions affecting provision of services, the Contractor shall immediately and without any delay notify the Client in writing of the Conditions, their cause and duration and possible duration there to **AND** as soon as practicable the Client shall evaluate the condition and may at its sole discretion waive the Contractor's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

20. NOTICE

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within Seven (7) days of posting or 48 hours if sent by facsimile transmission or by electronic mail or telex.

21. WAIVER

The failure by either party to enforce at any time or for any period anyone or more of the terms or conditions of this Agreement shall not be a waiver of the more of the right at any time subsequently to enforce all terms and conditions of this Agreement

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. Tenderer Details
2. Tenderers Experience requirement Form - This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.
3. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
4. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
5. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
6. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
7. **Tender Security Form & Tender Securing Declaration Form**- When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
8. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the
9. **Form** - These forms are intended to assist Tenderers respond to the tender. They should be completed as appropriate. The technical evaluation response form will be used for technical evaluation.
10. **Ethics and Integrity Pact** – This must be completed by the tenderer and submitted with the tender documents.
11. **Litigation History**- This must be completed by the tenderer and submitted with the tender documents.

7.1 TENDERER DETAILS

Business Registry Details

| S/NO | REQUIRED | DETAILS |
|------|---|---------|
| 1. | Business Number | |
| 2. | Supplier Name | |
| 3. | Supplier Telephone | |
| 4. | Supplier Email Address | |
| 5. | Date Registered | |
| 6. | Physical Address | |
| 7. | Postal Address | |
| 8. | Business Type | |
| 9. | Tax Compliance Certificate Number | |
| 10. | Tax Compliance Certificate Expiry Date | |
| 11. | Permit Number | |
| 12. | Permit Expiry Date | |
| 13. | AGPO Registration number (Where applicable) | |
| 14. | AGPO Expiry Date | |
| 13. | Operation County | |

Business Directors List

| S/NO | REQUIRED | 1 | 2 | 3 | 4 | 5 |
|------|-------------|---|---|---|---|---|
| 1. | Name | | | | | |
| 2. | ID | | | | | |
| 3. | Telephone | | | | | |
| 4. | Nationality | | | | | |

Signature ----- Stamp.....

7.2 TENDERERS’S EXPERIENCE REQUIREMENTS FORM

Must give a list of 2 (two) reputable clients excluding KEFRI for whom they have offered similar assignments in the format below. Please provide evidence (LPO/LSO, Award Letter, contract or Completion Certificate) in addition to recommendation letters from the clients listed, in the client’s letter head.

| No. | Contact Information | Details |
|-----|---|---------|
| 1 | Name of company | |
| | Tender Name | |
| | Annual Contract Sum | |
| | Number of Guards | |
| | Name of contact person | |
| | Designation | |
| | Telephone number | |
| | e-mail address | |
| | Site Location -Head quarters | |
| | At least two other Office Locations in the Clusters bided for | |
| 2 | Name of company | |
| | Tender Name | |
| | Annual Contract Sum | |
| | Number of Guards | |
| | Name of contact person | |
| | Designation | |
| | Telephone number | |
| | e-mail address | |
| | Site Location -Head quarters | |
| | At least two other Office Locations in the Clusters bided for | |

Signature Stamp.....

7.3 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Provide Security Services for a period of one (1) Year** in conformity with the said tender documents for the sum of
.....
..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by(*Procuring entity*).

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.4 PRICE SCHEDULE OF SERVICES

Tender No: KEFRI/ONT/007/2020 – 2021 - Tender Title: **Provision of Security Services**

NOTE 1: bidders are expected to bid for ALL or any cluster. Tenderers must bid for all court stations within a cluster and failure to do so shall lead to automatic disqualification. If a bidder bids for less or more than three clusters the firm will automatically be disqualified.

Note 2: the tenderer should indicate the monthly unit costs that are necessary to meet the requirements of KEFRI. The price BID shall include interalia direct and indirect wages, overheads, cost of transport, and cost of materials, vat and all other applicable taxes. The costs indicated are unit monthly rates. Payments will be based on the actual number of guards and equipment deployed as indicated in the schedule below.

Price Schedule:

| No | Eco Region & sub-centres | Number | Cost per Month per Guard/Unit | Total cost per Month | Total cost per year (12 Months) |
|----|--|--------|-------------------------------|----------------------|---------------------------------|
| A | CLUSTER 1 | | | | |
| 1 | Drylands Eco Regional Research Programme -Kitui | | | | |
| | Day Guard | 4 | | | |
| | Day Supervisor | 1 | | | |
| | Night Guard | 6 | | | |
| | Night Supervisor | - | | | |
| | Dog handler | 1 | | | |
| | Sniffer Dog | 1 | | | |
| 2 | Kibwezi – Sub centre | | | | |
| | Day Guard | 2 | | | |
| | Night Guard | 2 | | | |

| | | | | | |
|----------|---|---|--|-------------------|--|
| 3 | Coast Eco Regional Research Programme - Gede | | | | |
| | Day Guard | 3 | | | |
| | Night Guard | 2 | | | |
| 4 | Taita Taveta Sub centre | | | | |
| | Day Guard | 2 | | | |
| | Night Guard | 2 | | | |
| 5 | Lamu Sub centre | | | | |
| | Day Guard | 3 | | | |
| | Night Guard | 5 | | | |
| | Dog handler | 1 | | | |
| | Sniffer Dog | 1 | | | |
| | | | | | |
| | | | | SUB -TOTAL | |
| B | | | | CLUSTER 2 | |
| 1 | Lake Victoria Basin Eco- Regional Research Programme- Maseno | | | | |
| | Day Guard | 3 | | | |
| | Night Guard | 5 | | | |
| | Dog handler | 1 | | | |
| | Sniffer Dog | 1 | | | |
| 2 | Kakamega Sub centre | | | | |
| | Day Guard | 2 | | | |
| | Night Guard | 2 | | | |
| 3 | Ramogi Sub Centre | | | | |
| | Day Guard | 2 | | | |
| | Night Guard | 2 | | | |
| 4 | Kuja River Sub Centre | | | | |
| | Day Guard | 2 | | | |
| | Night Guard | 2 | | | |

| | | | | | |
|----------|--|----|--|-------------------|------------------|
| 5 | Migori Sub Centre | | | | |
| | Day Guard | 3 | | | |
| | Night Guard | 4 | | | |
| 6 | Rift Valley Eco- Regional Research Programme- Londiani | | | | |
| | Day Guard | 2 | | | |
| | Night Guard | 2 | | | |
| 7 | Marigat Sub Centre | | | | |
| | Day Guard | 3 | | | |
| | Night Guard | 3 | | | |
| | Dog handler | 1 | | | |
| | Sniffer Dog | 1 | | | |
| 8 | Turbo Sub Centre | | | | |
| | Day Guard | 2 | | | |
| | Night Guard | 4 | | | |
| 9 | Lodwar Sub Center. | | | | |
| | Day Guard | 2 | | | |
| | Night Guard | 2 | | | |
| | | | | | |
| | | | | SUB -TOTAL | |
| C | | | | | CLUSTER 3 |
| 1 | KEFRI Headquarters -Muguga | | | | |
| | Day Guard | 7 | | | |
| | Day Supervisor | 1 | | | |
| | Night Guard | 10 | | | |
| | Night Supervisor | 1 | | | |
| | Dog handler | 2 | | | |
| | Sniffer Dog | 2 | | | |
| 2 | Central Highlands Eco Regional Research Programme-Muguga, | | | | |
| | Day Guard | 5 | | | |
| | Day Supervisor | 1 | | | |

| | | | | | |
|---|--|---|--|--------------------|--|
| | Night Guard | 7 | | | |
| | Dog handler | 1 | | | |
| | Sniffer Dog | 1 | | | |
| 3 | Forest Products Research Programme-Karura | | | | |
| | Day Guard | 3 | | | |
| | Night Guard | 3 | | | |
| 4 | Nyeri Sub Centre | | | | |
| | Day Guard | 2 | | | |
| | Night Guard | 2 | | | |
| 5 | Rumuruti -Sub centre | | | | |
| | Day Guard | 2 | | | |
| | Night Guard | 2 | | | |
| 6 | Nairobi Show ground | | | | |
| | Day Guard | 1 | | | |
| | Night Guard | 1 | | | |
| | | | | SUB - TOTAL | |
| | GRAND TOTAL TO BE CARRIED TO THE FORM OF TENDER | | | | |

Name of signatory:

In the capacity of:

Authorized Signature:Company Rubber Stamp/Seal:

N/B:

1. Totals for each cluster must be indicated.
 2. **The Grand Total Amount tendered must be for a full cluster or selected clusters. The same must be equal to the total tender sum as shown in the form of tender, FAILURE to which the tenderer will be disqualified.**
- Tenderers are advised to quote for all the centres in the cluster of their choice, FAILURE to which the tenderer will be disqualified

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.

| | | | | |
|---|---------|-------------|---------------------|-----------|
| <p>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 – KES.. Name of your bankers Branch</p> | | | | |
| 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 KES.. | | | | |
| Issued KES.. | | | | |
| Given details of all directors as follows | | | | |
| | Name | Nationality | Citizenship Details | Shares |
| | 1. .... | ..... | ..... | ..... |
| | 2. .... | ..... | ..... | ..... |
| | 3. .... | ..... | ..... | ..... |
| | 4. .... | ..... | ..... | ..... |
| | 5. .... | ..... | ..... | ..... |
| Date | ..... | Signature | of | Candidate |
| | | | | |

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

7.6 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for Provision of Security Services -Tender Number - KEFRI/ONT/007/2020-2021 (hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by these presents that
WE of having our registered office at (hereinafter called “the Bank”), are bound unto [*name of Institute* } (hereinafter called “the Kenya Forestry Research Institute”) in the sum of for which payment well and truly to be made to the said Institute, 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 KEFRI 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 KEFRI up to the above amount upon receipt of its first written demand, without KEFRI having to substantiate its demand, provided that in its demand the Institute will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*signature of the bank*]_____

(Amend accordingly if provided by Insurance Company)

7.7 TENDER-SECURING DECLARATION

Date:

Tender No.: **Title Name**.....

Cluster No's:.....

To: Kenya Forestry Research Institute

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender- Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with KEFRI for the period of time of *one year* starting on *1/02/2020* if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by KEFRI during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or
 - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed:.....

Name: Designation.....

Duly authorized to sign the Tender for and on behalf of-----

Dated on ----- day of -----

Corporate Seal/Stamp

7.8 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*]
(hereinafter called “KEFRI) of the one part and [*name of tenderer*] of
..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS KEFRI invited tenders for certain goods] and has accepted a tender by the
tenderer for the supply of those goods in the sum of [*contract
price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for KEFRI

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

7.9 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.0 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[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 KEFRI 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 institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to KEFRI 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 there-under or of any of the Contract documents which may be made between KEFRI 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 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]

8.1 ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

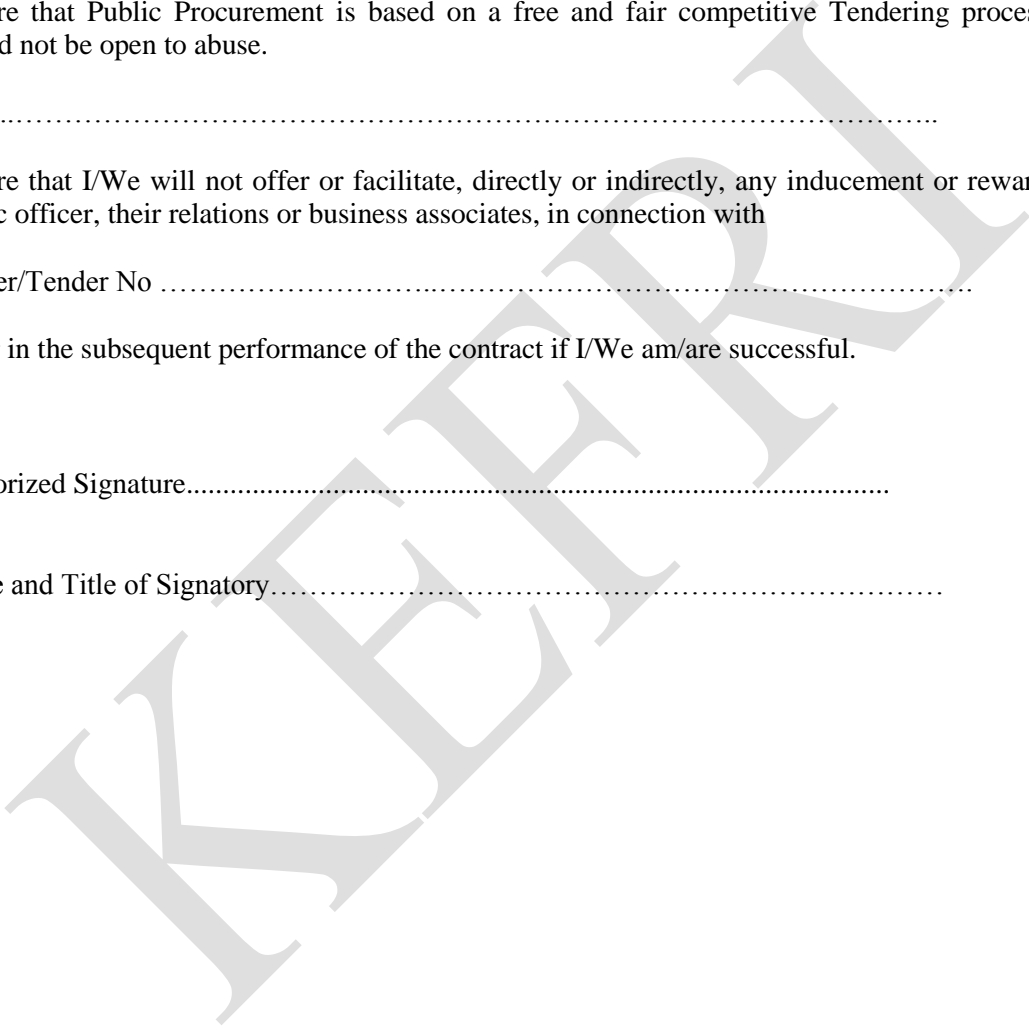
declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

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

Authorized Signature.....

Name and Title of Signatory.....



8.2 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

8.3 LITIGATION HISTORY

Name of the Bidder:

The Tenderer, including each of the partners of a joint venture, should provide information of any history of Litigation or arbitration resulting from contracts executed in the last two (2) years or currently under execution. If none, please indicate NONE

| Year | Award FOR or AGAINST Applicant | Name of client, cause of litigation, and matter in dispute | Disputed amount (current value Kshs.) |
|------|--------------------------------|--|---------------------------------------|
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| | | | |

Name:
.....

Signature:
.....

Stamp:
.....

8.4

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 KEFRI*) of
.....dated the...day of20.....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 of20.....

SIGNED
Board Secretary