



OPEN NATIONAL TENDER

TENDER NAME: SECURITY SERVICES (GUARDING & ALRM RESPONSE)

TENDER NO. KenGenSRBS/T/003/2019

CLOSING DATE: 11th MARCH 2019 AT 10:30 A.M.

The Trust Secretary,
KenGen Staff Retirement Benefits Scheme
P.O BOX 47936 – 000100,
KenGen Pension Plaza 2, 11th Floor,
Kolobot Road, Parklands.
Nairobi.
Tel No: 0711036286
/0711036932.

February 2019.

ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID.

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SECTION I – INVITATION TO TENDER

TENDER REF NO. KenGenSRBS/T/003/2019

TENDER NAME: PROVISION OF SECURITY SERVICES TO KENGEN RBS GARDENS APARTMENTS AND ROSSLYN SPRINGS.

- 1.1. The KenGen Staff Retirement Benefits Scheme invites interested eligible bidders to submit their bids for security services for its Properties RBS Gardens Apartments and Rosslyn Springs.

A complete set of tender documents may be downloaded by interested candidates free of charge from www.kengensrbs.co.ke or www.tenders.go.ke and the tenderers who have downloaded the document online must forward their particulars immediately for recording and any further clarifications and addenda to tenders@kengensrbs.co.ke.

- 1.2. **The rates quoted should be inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of (120) days from the Closing date of the tender.**
- 1.3. 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 **Tender Box on Eleventh (11TH) Floor of KenGen Pension Plaza 2.** Addressed to

**Trust Secretary
KenGen Staff Retirement Benefits Scheme,
P.O BOX 47936 – 000100,
Kolobot Road – Nairobi Kenya.**

- 1.4 To be received on or before, **Monday 11th March 2019 at 10.30am.** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend.

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This invitation 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. KenGen SRBS employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the KenGen SRBS 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.

2.3 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 Price schedules
 - vii) Contract form
 - viii) Confidential business questionnaire form
 - ix) Tender security form
 - x) Performance security form
 - xi) 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 by email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by 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.

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 may be allowed for contracts 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 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 appendix to tender. Bid bond amount of Kshs. 50,000.00

2.12.3 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 2.12.2. The tender security shall be denominated in a Kenya Shillings, **Bank guarantee**.

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by KenGen SRBS 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 2.27.1

or

(ii) to furnish performance security in accordance with paragraph 2.27.2.

© If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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.**” and **financials enclosed in a different envelope (form of tender and price schedule).**

(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** (11th March 2019 at 10:30 am.)” 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”.

2.28.1 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”.

2.15.3 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 **(11th March 2019 at 10:30 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 choose to attend, at KenGen RBs Boardroom 11th March 2019, at 10.30am. 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 Evaluation and comparison of tenders.

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

2.21.2 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.

2.21.3 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;

2.21.4 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's 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. KenGen SRBS may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

2.22 Contacting the procuring entity

2.22.1 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.

2.22.2 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.

2.23 Award of Contract

a) Post qualification

2.23.1 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. This may include site visit to verify the tenderers information at its own discretion.

2.23.2 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 tenderer's 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.

2.23.3 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

2.23.4 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.

2.23.5 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.

2.23.6 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.

2.24 Notification of award

2.24.1 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.

2.24.2 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.

2.24.3 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

2.25 Signing of Contract

2.25.1 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.

2.25.2 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.

2.25.3 The parties to the contract shall have it signed within 21 days from the date of notification of contract award unless there is an administrative review request. The contract shall include a detailed service level agreement.

2.6 Performance Security

- 2.26.1 Within fourteen (14) 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.
- 2.26.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.27.1 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.

2.7 Corrupt or Fraudulent Practices

- 2.27.1 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.
- 2.27.2 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;
- 2.27.3 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 I TO INSTRUCTIONS TO THE TENDERERS

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to National Contractors only.
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
2.3.2	The fees charged for a complete set of tender documents is One Thousand Kenya Shillings (1,000.00) only and free of charge if downloaded from Schemes website www.kengensrbs.co.ke or www.tenders.go.ke .
2.11.1	Tender prices may be quoted in Kenya Shillings or the equivalent in freely convertible currency.
2.12	Tenderers shall provide a bid bond or tender security amounting to Kshs. 50,000.00
2.13	Tender Validity Period 120 days from closing date of the tender.
2.14.1	Tenderer must submit two copies of tender documents with financials enclosed in a separate envelope and must be submitted in the format provided in the FORM OF TENDER and PRICE SCHEDULE
2.16.3	Bulky tenders shall be submitted at KenGen SRBS Procurement Desk, Located at Pension Plaza 2, 11 th Floor and Must be registered BEFORE 10.30 am on Monday 11th March, 2019
2.27	The performance security required will be 10% of the Contract Value.

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

- 3.2.1 These General Conditions shall apply to the extent that they are not super ceded 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

3.4 Use of Contract Documents and Information

- 3.4.1 The Tenderer shall not, without the KenGen SRBS’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 the KenGen SRBS in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.
- 3.4.2 The Tenderer shall not, without the KenGen SRBS’s prior written consent, make use of any document.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the KenGen SRBS and shall be returned (all

copies) to the KenGen SRBS on completion of the Tenderer's performance under the Contract if so required by the KenGen SRBS.

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 fourteen (14) 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 Bank guarantee.

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

3.7.1 The Procuring entity or its representative shall have the right to evaluate 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 Should any inspected 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.

3.8 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/ rates 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 / rates 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.

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

The procuring entity'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 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
3.1	Provision of Security Services for a period of Two (2) Years, renewable annually on performance.
3.6	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.
3.8	The payment terms are that payment shall be made within thirty (30) days from the date of provision of service, this shall be commission based paid on monthly collected rent.
3.9	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. All prices quoted by the Tenderers must be inclusive of all taxes, discounts and delivery costs to Nairobi, Kenya

SECTION V – SCHEDULE OF REQUIREMENTS

Section F. Schedule of Requirements

KenGen Staff Retirement Benefits Scheme owns RBS Gardens Apartments – Fully Furnished and Serviced Apartment, along Keiyo Road, Parklands Nairobi and Rosslyn Springs posh residential homes in Rosslyn Estate, the security guards will be deployed in the two properties.

AREAS OF SERVICE DELIVERY

Specification of services for RBS Gardens and Rosslyn Springs	
†	Day and Night guarding.
†	Manning entrances and exits.
†	All vehicles entering and exiting premises should have the occupants / items checked and logged in the register before authority to proceed is granted. All equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.
†	Patrols in the compound and along the fence areas.
†	Clearing and directing all the visitors to and from the premise.
†	Keeping days recording of all security matters.
†	Provision of alarm system for rapid response.
†	Attend fire emergency situation/fire prevention, detection and control.
†	Have back-up systems in cases of emergencies.
†	Identify and mitigate threats such as attacks, thefts and related.
†	Assist in First Aid and evacuation drills.
†	The guards should be able to reach police, fire brigade and ambulances in cases of emergencies.
Additional Requirements	
†	Guards should be in well groomed, in full uniform and presentable while on assignment.
†	All assignment areas should always be manned by required personnel all the time.
†	Guards must be literate and able to communicate and express themselves verbally and in writing in the national language.
†	Guards should be familiar with operating of radios, alarm systems, access control systems and CCTV systems.
†	Guards should exhibit courtesy, respect and customer care while undertaking their duties

S/No.	Area to be serviced / items to be used.	Qty
1.	Security guards – RBS Gardens Apartment	10
2.	Security guards – Rosslyn Springs	5
3.	Alarm response – RBS Apartment	1
4.	Alarm response – Rosslyn Springs	1

Note: Quantity / Numbers required may varied by the Scheme from time to time.

TENDER RESPONSIVENESS CRITERIA

The following criteria will be used in the evaluation of all potential bidders.

Criteria	Maximum Score/Requirement	Cut Off Mark
Preliminary Evaluation	Mandatory	All must be met
Technical Evaluation	Mandatory	All minimum requirements must be met to proceed to financial evaluation
Financial Evaluation	Lowest price quoted	

1.1 Preliminary evaluation - Mandatory

	Description of Criteria	Requirement
MR 1	Must submit bound bid document.	(spiral or book) and paginated/sequentially serialized, loose documents will not be accepted
MR2	Bid documents	Original and copy Bids submitted otherwise will be rejected
MR3	Current Tax Compliance Certificate	Tax Compliance Certificate
MR4	Number of years that the firm has been providing security services. At least five (5) years and above	Certified copy Certificate of Incorporation/Registration in Kenya
MR5	Current Business permit	Valid Business permit
MR6	Certificate of Compliance with NSSF	Certified copy of Certificate of compliance – (Three Monthly payment receipts -September, October and November 2018)
MR7	Certificate of Compliance with NHIF requirements	Certified Copy Certificate of Compliance ~ (Three Monthly payment receipts - September, October and November 2018)
MR8	Duly filled signed Confidential Business Questionnaire.	Filled confidential Business Questionnaire as appended.
MR9	Current Frequency License for radio communication	Copy of a current and valid CAK Frequency license
MR10	Minimum company annual turn-over KSH 25 million & above for the last two years	Evidence of an annual turnover of not less than Ksh 25 Million. Certified copies of Audited accounts for the last two years 2016 and 2017.
MR11	Evidence of a guard force of not less than 100 guards	Attach copies of master payroll containing names, NSSF & NHIF monthly submission as per the submitted payroll for December 2018
MR12	Current certificate of security membership 2019	Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA).

MR 13	Bid Bond	Tenderer must provide a bid bond amounting to Kshs. 50,000.00.
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Must meet all the mandatory requirements to proceed to Technical Evaluation.

2.1 Technical Evaluation (Minimum Requirements)- All must be met

No	Requirement	Documentation	Yes	No
1	Company Profile and organization.	Attach company profile, organizational structure, management staff, highlighting their qualifications and experience.		
2	Experience and proof of service provision.	Attach FIVE award letters or recommendation letters for Current contracts, from reputable clients indicating; value of business, duration and services offered. (this info shall be verified)		
3	Provide proof of technical staff to be involved in the project implementation	<p><u>SUPERVISOR</u></p> <p>Attach evidence of the following requirement; at least four (4);</p> <p>i) Form IV (KCSE Certificate) or its equivalent</p> <p>ii) At least Certificate in security related course.</p> <p>iii) Minimum five years' experience.</p> <p><u>GUARDS REQUIREMENTS</u></p> <p>Attach evidence of the following requirements; at least twenty five Guards;</p> <p>i) Form IV (KCSE Certificate) or its equivalent</p> <p>iii) Minimum two years' experience.</p> <p>iv) Kenyan Citizens aged between 25-40 years</p> <p>(All certificates must be certified)</p>		
4	Evidence of adherence to 2017 minimum gazetted wages for urban.	Attach certified copy of latest payroll with at least 50 guards (will be verified)		
5	WIBA for employees and any other related cover	Copy of Cover Policy endorsed by the Underwriter		

6	Alarm response vehicle	Tenderers must have at least two (2) alarm response vehicles. Proof of vehicle ownership must be provided (Certified Copy of Log books in tenderers name).		
7	Training in counter terrorism, firefighting and first aid.	Attach at least 25 certified certificates and a training manual indicating the courses covered by guards		

Tenderers **MUST** meet all the above minimum requirements to be considered.

SECTION VII - PRICE SCHEDULE FOR PROVISION SERVICES

Name of tenderer _____ Tender Number _____ Page _____ of _____

RBS Gardens & Rosslyn Springs			
No. of guards	Charges per guard (must include all the taxes)	Monthly Total Cost (must include all the taxes)	Annual Total Cost (must include all the taxes)
15			
Alarm response for RBS Gardens and Rosslyn springs			
Grand Total			

All other related costs to be included in the schedule.

Note:

1. *In case of discrepancy between unit price and total, the unit price shall prevail*
2. *The Estimated Annual Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder.*

Bidder's Signature ~~~~~ **Official Stamp** ~~~~~ **Date** ~~~~~

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

- 1 *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.
- 2 *Confidential Business Questionnaire Form-* This form must be completed by the Tenderer and submitted with the tender documents.
- 3 *Tender Security Form-* When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 4 *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.
- 5 *Performance Security Form-* The performance security form should not be completed by the Tenderers 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 procuring entity.
- 6 *Bank Guarantee for Advance Payment Form-* When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 7 *Anticorruption declaration form -* This form must be completed by the Tenderer and submitted with the tender documents.

8.1 FORM OF TENDER

Financial Proposal

[Date]

To:

CEO & Trust Secretary

KenGen Staff Retirement Benefits Scheme

NAIROBI

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 supply deliver, install and commission (..... *(insert equipment description)* 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 _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part 3. ***You are advised that it is a serious offence to give false information on this form.***

Part 1 – General	
1.1	Business Name
1.2	Location of Business Premises.
1.3	Plot No..... Street/Road
	Postal Address Tel No. Fax E mail
1.4	Nature of Business.....
1.5	Registration Certificate No.
1.6	Maximum Value of Business which you can handle at any one time – Kshs.
1.7	Name of your BankersBranch
Part 2 (a) – Sole Proprietor	
2a.1	Your Name in Full Age
2a.2	Nationality Country of Origin
	<input type="checkbox"/> Citizenship Details
Part 2 (b) Partnership	
2b.1	Given details of Partners as follows:
2b.2	<u>Name Nationality Citizenship Details Shares</u>
	1.....
	2.....

	3.....
	4.....
	Part 2 (c) – Registered Company
2c.1	Private or Public
2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs. Issued Kshs.
2c.3	Given details of all Directors as follows <u>Name Nationality Citizenship Details Shares</u>
	1.....
	2.....
	3.....
	4.
	5.....

	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of KenGen SRBS? Yes _____ No _____
3.2	If answer in „3.1“ is YES give the relationship.

3.3	Does an Employee, Committee Member, Board Member of KenGen SRBS sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
3.4	If answer in „3.3“ above is YES give details.

	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
3.5	<p>Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by KenGen SRBS to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____</p>
3.6	<p>If answer in „3.5“ above is YES give details.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
3.7	<p>Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____</p>
3.8	<p>If answer in „3.7“ above is YES give details:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
3.9	<p>Have you offered or given anything of value to influence the procurement process? Yes _____ No _____</p>
3.10	<p>If answer in „18“ above is YES give details</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
3.11	<p>Disclosure of any litigation within the last three years.? Yes No</p> <p>If Yes. Please give details</p> <p>.....</p>

	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date Signature of Candidate

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

8.3 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..... [KenGen SRBS] (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 nare:

- 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)

8.4 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.....

[**Provision of Security 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]

8.5 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

8.6 FORM RB 1

REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT AND
.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of

.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address..... 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.
- . etc.

By this memorandum, the Applicant requests the Board for an order/orders that: ~ 1.

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

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

.....20.....

SIGNED

Board Secretary

I/We (Name of the firm/Bidder) declare that I/We recognize that Public Procurement and disposal 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 accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful. Signed by Chief Executive Officer or authorized representative.