



KENYA PIPELINE COMPANY RETIREMENT BENEFITS SCHEME

TENDER FOR PROVISION OF SECURITY SERVICES (GUARDING)

TENDER NO: KPCRBS/PROC/019/2022-2023

**CRESCENT BUSINESS CENTRE,
CRESCENT ROAD, OFF PARKLANDS ROAD,
5TH FLOOR
P.O. BOX 13633 - 00800,
NAIROBI.**

Website: www.kpcrbs.com; Email: kpcrbstenders@kpc.co.ke

June 2023

Tender Closing Date & Time: 16th June 2023 at 1000 hrs (East African Time)

Issued by Kenya Pipeline Retirement Benefits Scheme

TABLE OF CONTENTS

TABLE OF CONTENTS

| | |
|---|----|
| SECTION I – INVITATION TO TENDER..... | 3 |
| SECTION II- INSTRUCTIONS TO TENDERERS | 6 |
| APPENDIX TO INSTRUCTIONS TO THE TENDERERS (ITT) | 18 |
| SECTION III GENERAL CONDITIONS OF CONTRACT | 22 |
| SECTION IV: SPECIAL CONDITIONS OF C\ONTRACT | 27 |
| SECTION V: TECHNICAL SPECIFICATIONS | 28 |
| SECTION VI – SCHEDULE OF REQUIREMENTS | 29 |
| SECTION VII - STANDARD FORMS | 30 |

SECTION I – INVITATION TO TENDER

Date: 09/06/2023

TENDER DOCUMENT REF NO. KPCRBS/PROC/019/2022-2023.

TENDER NAME: PROVISION OF SECURITY SERVICES (GUARDING)

- 1.1 **Kenya Pipeline Company Staff Retirement Benefits Scheme (KPCRBS)** invites sealed bids from interested and eligible candidates **for Provision of Security Services (Guarding) for a period of Two Years.**
- 1.2 Interested and eligible candidates may download free of charge the Tender Document at www.kpcrbs.com.
- 1.3 Upon downloading from the Kenya Pipeline Company Staff Retirement Benefits Scheme website www.kpcrbs.com free of charge. Tenderers shall immediately forward their particulars to **kpcrbstenders@kpc.co.ke** for records and for the purposes of receiving any further clarifications/addenda.
- 1.4 Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of 121 days from the closing date of the tender document
- 1.5 The tender document includes the following documents:

| | | |
|-------------|---|---------------------------------------|
| Section I | - | Letter of invitation |
| Section II | - | Information to tenderers |
| | | Appendix to Instructions to tenderers |
| Section III | - | General Conditions of Contract |
| Section IV | - | Special Conditions of Contract I |
| Section V | - | Technical Specifications |
| Section VI | - | Schedule of Requirement |
| Section VII | - | Standard Forms |
- 1.6 The completed RFP documents are to be enclosed in a plain sealed envelope clearly marked “PROVISION OF SECURITY SERVICES (GUARDING) – KPCRBS/PROC/019/2022-2023” with the instructions “DO NOT OPEN BEFORE 16TH JUNE 2023 AT 1000HRS (EAST AFRICA TIME)” should be addressed to:

The Trust Secretary,
KPC Retirement Benefits Scheme,
Crescent Business Centre,

Crescent Road, Off Parklands Road,
PO Box 13633-00800, Nbi- Kenya

and deposited in the **Tender Box at: Kenya Pipeline Company Retirement Benefits Scheme – Crescent Business Centre - 5th Floor, Crescent Road, Off Parklands Road.**

- 1.7 Bulky Tenders that do not fit into the tender box are to be submitted at the Reception located on the 5th Floor Crescent Business Centre – Crescent Road, Off Parklands Road and received on or before 16th June 2023 at 1000hrs (East Africa Time). Late submissions shall automatically be disqualified whatever the circumstances.
- 1.8 Each bidder shall serialize pages of the submitted bid.
- 1.9 Requests for Proposals will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at:

KPC Retirement Benefits Scheme- Board Room
Crescent Business Centre, 5th Floor
Crescent Road, Off Parklands Road,
PO Box 13633-00800, Nbi- Kenya

THE TRUST SECRETARY

TABLE OF CONTENTS

| | |
|---|----|
| SECTION II- INSTRUCTIONS TO TENDERERS | 6 |
| 2.1 Eligible tenderers | 6 |
| 2.2 Cost of tendering..... | 6 |
| 2.3 Contents of tender documents | 6 |
| 2.4 Clarification of Documents | 7 |
| 2.5 Amendment of documents | 7 |
| 2.7 Documents Comprising the Tender Form..... | 8 |
| 2.9 Tender Prices | 8 |
| 2.11 Tenderers Eligibility and Qualifications. | 9 |
| 2.13 Validity of Tenders | 10 |
| 2.15 Sealing and Marking of Tenders | 11 |
| 2.16 Deadline for Submission of Tenders..... | 11 |
| 2.19 Clarification of tenders..... | 13 |
| 2.20 Preliminary Examination and Responsiveness | 13 |
| 2.22 Evaluation and comparison of tenders..... | 14 |
| 2.24 Award of Contract | 15 |
| 2.25 Notification of award | 16 |
| 2.27 Performance Security | 17 |
| 2.28 Corrupt or Fraudulent Practices..... | 17 |

SECTION II- INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under the Public Procurement and Asset Disposal Act, 2015.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form

- x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than **three (3) days** prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

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

2.6 Language of tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English

translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 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
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

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

- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance
 - or**
 - ii) to furnish performance security
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 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." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

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

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE (day, date and time of closing),"

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (day, date and time of closing)

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 ...(time, day, and date of closing) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Any errors in the submitted tender arising from a miscalculation of unit price, quantity, sub-total 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.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity'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. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS (ITT)

The following information for procurement of consultancy services and selection of tenderers shall complement or amend the provisions of the information to tenderers, wherever there is a conflict between the provisions of the information and to tenderers (ITT) and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the ITT.

| ITT | Particulars of appendix to instructions to tenderer | | | | | | | | |
|------|--|----|-----------------------------------|---|--|---|--|--|---|
| 1.1 | The name of the Client is: Kenya Pipeline Company Retirement Benefits Scheme | | | | | | | | |
| 1.1 | Tender Description: Provision of Security Services at KPCRBS HEAD OFFICE AT THE CRESCENT BUSINESS CENTRE, PARKLANDS, VALLEY ROAD PROPERTY LR. NO.209/219/4/2 and KENPIPE GARDENS, KITENGELA LR.NO. 76873 | | | | | | | | |
| 1.1 | Contract Period is Two (2) years | | | | | | | | |
| 2.13 | The Proposal must remain valid for 120 days after the submission date. | | | | | | | | |
| 2.15 | Tenderers must submit: Two copies each of the tender document | | | | | | | | |
| 2.15 | <p>Tenderers must submit: One Original and Two copies of the tender documents, the original copy marked "ORIGINAL" and the others marked "COPY" and all placed in an envelope marked "for PROVISION OF SECURITY SERVICES (GUARDING) AT KPCRBS HEAD OFFICES AT THE CRESCENT BUSINESS CENTRE, VALLEY ROAD PROPERTY and KENPIPE GARDENS, KITENGELA – KPCRBS/PROC/019/2022-2023; and with the instructions "DO NOT OPEN BEFORE 16TH JUNE, 2023 AT 1000HRS (EAST AFRICA TIME)"</p> <p>If there are any discrepancies between the original and the copies of the proposal, the original shall govern</p> | | | | | | | | |
| 2.15 | The tenders: shall be properly bound with no loose leaflets | | | | | | | | |
| 2.22 | The method of selection is: Lowest Evaluated Bid | | | | | | | | |
| 2.22 | <p>EVALUATION AND COMPARISON OF TENDERS</p> <p>1. PRELIMINARY EVALUATION</p> <p>Eligible tenderers must provide the following mandatory requirements failure to which the tenderer will be disqualified from progressing to Technical Evaluations.</p> <table border="1"> <thead> <tr> <th>NO</th><th>MANDATORY REQUIREMENT Pass / Fail</th></tr> </thead> <tbody> <tr> <td>1</td><td>Certified copy of Current Tax Compliance Certificate</td></tr> <tr> <td>2</td><td>Evidence of a guard force of not less than 100 guards.</td></tr> <tr> <td></td><td>Attach copies of master payroll containing names, NSSF & NHIF monthly submission as per the submitted payrolls for Dec 2022</td></tr> </tbody> </table> | NO | MANDATORY REQUIREMENT Pass / Fail | 1 | Certified copy of Current Tax Compliance Certificate | 2 | 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 payrolls for Dec 2022 |
| NO | MANDATORY REQUIREMENT Pass / Fail | | | | | | | | |
| 1 | Certified copy of Current Tax Compliance Certificate | | | | | | | | |
| 2 | 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 payrolls for Dec 2022 | | | | | | | | |

| | | |
|--|--|---|
| | 3 | Certified Copy of Current Business License from Nairobi City, County or any other County where business is located |
| | 4 | Certified copy of Certificate of Incorporation/Registration in Kenya |
| | 5 | Certificate of Compliance with NSSF (Three Monthly payment receipts -Oct, Nov and Dec 2022 |
| | 6 | Certificate of Compliance with NHIF requirements (Three Monthly payment receipts - Oct, Nov and Dec 2022 |
| | 7 | Duly filled and signed Confidential Business Questionnaire. |
| | 8 | Minimum company annual turn-over KSH 15 million & above for the last two years Certified copies of Audited accounts for the last two years 2021 and 2022 |
| | 9 | Certified Copy of CR12 |
| | 10 | Current certificate of security membership 2022. For Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) |
| | 11 | Duly signed and Stamped Bidders Declaration Forms (Anti-Corruption Declaration Form and Integrity Pact) |
| | 12 | Properly Bound and chronologically paginated document |
| | 13 | One original bid document and two copies |
| | N.B (1) Certification of copies of submitted documents shall be certified by a lawyer. (2) Where applicable written confirmation of authorization to sign on behalf of the bidder shall be through Power of Attorney. | |

| | | | | | |
|-----------|---|--|--|------|------|
| 2.6 – 2.9 | 2. TECHNICAL EVALUATION Tenderers must provide the following technical requirements failure to which the tenderer will be disqualified from progressing to Financial Evaluations. | | | | |
| | NO | TECHNICAL EVALUATION CRITERIA | DOCUMENTATION | PASS | FAIL |
| | 1 | Company Profile and organization: | Attach company profile, organizational structure and highlight all matters relevant to the Technical Capacity of the firm as per the requirements of this tender. | | |
| | 2 | Experience and proof of service provision. | Attach at least four award letters, recommendation letters or contracts for Current assignments, from reputable clients indicating; value of business, duration and services offered. (this info will be verified) | | |
| | 3 | Attach evidence of Staff | Attach supplier contract, Certified | | |

| | | | | | |
|--|--|--|---|-------------|-------------|
| | | training program on Security and Safety programs | Inspection report, Completion Certificate or equivalent document. | | |
| | 4 | Provide proof of technical staff to be involved in the project implementation | <u>Supervisor</u> Attach evidence of the following requirement. i) Degree or its equivalent or; Diploma and a Certificate in a security related course. iii) Minimum four years' experience. <u>Guards Requirements</u> Attach evidence of the following requirements; at least 10 Guards; i) Form IV (KCSE Certificate) or its equivalent iii) Minimum two years' experience. iv) Kenyan Citizens aged between 25-40 years (All certificates must be certified) | | |
| | 5 | Evidence of running fleet capacity of at least 4 branded motor vehicles dedicated to security operations | (attach copies of logbook/ valid lease agreements and photograph of the vehicle) | | |
| | 6 | Evidence of adherence to 2017 minimum gazetted wages for urban. | Attach certified copy of latest payroll with at least 50 guards (will be verified) | | |
| | 7 | WIBA for employees and any other related cover | Copy of Cover Policy endorsed by the Underwriter | | |
| | | | | PASS | FAIL |
| | B. FINANCIAL EVALUATION: <ul style="list-style-type: none"> Evaluations will be conducted for firms that PASS the technical evaluations. The submitted price schedules as specified in Section. VII, Form 2 will be analyzed. The tender with the lowest evaluated price will be considered successful. Competitive negotiations may be procedurally applied in event of a tie or in event that the lowest evaluated price is in excess of available budget Prior to awarding the tender due diligence may be conducted to verify whether the lowest evaluated responsive tender is qualified to perform the contract satisfactorily. Successful bidders will only be awarded CRESCENT BUSINESS CENTRE, PARKLANDS and VALLEY ROAD PROPERTY LR. NO.209/219/4/2 or KENPIPE GARDENS, KITENGELA LR.NO. 76873 but not both | | | | |

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

| | |
|--|----|
| SECTION III GENERAL CONDITIONS OF CONTRACT | 22 |
| 3.1 Definitions | 22 |
| 3.2 Application..... | 22 |
| 3.3 Standards..... | 22 |
| 3.4 Patent Right's | 23 |
| 3. Performance Security. | 23 |
| 3.6 Inspections and Tests..... | 23 |
| 3.7 Payment..... | 24 |
| 3.8 Prices | 24 |
| 3.9 Assignment | 24 |
| 3.10 Termination for Default | 24 |
| 3.11 Termination of insolvency | 25 |
| 3.1 Termination for convenience..... | 25 |
| 3.13 Resolution of disputes | 25 |
| 3.14 Governing Language | 25 |
| 3.15 Force Majeure | 26 |
| 3.16 Applicable Law. | 26 |
| 3.17 Notices | 26 |

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.4 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.

3.5 Performance Security

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

3.5.2 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.

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.5.4 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.

3.6 Inspections and Tests

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

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

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

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

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

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

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate,

services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 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.

3.12 Termination for convenience

3.12.1 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.

3.12.2 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.

3.13 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.

3.14 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.

3.15 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.

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

| General conditions of contract reference | Special conditions of contract |
|--|--|
| 2.1(b) The Contract Price | Shall be in Kenya Shillings payable to the tenderer under the Contract for the full and proper performance of its contractual obligations. All taxes shall be shown separately |
| 3.7 Inspections and Tests | <p>Inspections may be done on quality of security services. KPCRBS shall have access to security drawings, records and/or production data and these shall be furnished to inspectors of KPCRBS at no charge.</p> <p>Supplier evaluation will be conducted when the need arises and the level of performance of the tender will determine continuity of the contract.</p> |
| 3.8 Payment | Payment shall be made for services rendered within 30 days of receipt of invoice subject to certified satisfactory performance. |

SECTION V: TECHNICAL SPECIFICATIONS

1. Day and Night guarding responsible for patrolling, identifying and mitigating threats such as attacks, thefts and related cases.
2. The firm shall have adequately trained and well-disciplined security personnel who shall safeguard the KPCRBS sites, buildings, moveable and immovable assets, equipment and other items from any thefts, pilferage or damage. All assignment areas should always be manned by required personnel who shall be well dressed and groomed at all times.
3. Guards should exhibit courtesy, respect and customer care at all times.
4. And the firm should have evidence of Staff Capacity Building Training Programs on matters of Security, Customer Service and other related duties.
5. The Guards shall be responsible for manning entrances, exits, patrols in the buildings, compounds and along the fence.
6. All vehicles entering and exiting premises should have the occupants / items checked and logged in the register before authority to proceed is granted.
7. Clearing, directing and securing all the visitors to and from the premise.
8. Attend to fire emergency situation/fire prevention, detection and control.
9. The security personnel shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
10. The security personnel shall maintain records of inward and outward movement of men, materials and vehicles, security matters etc. with proper check on the same. Any other instructions given from time to time by KPCRBS will be complied with.
11. The firm should have patrol vehicles to support security operations, effective responsiveness and guard monitoring.
12. The security personnel shall assist in First Aid and evacuation drills.
13. The firm should have a procedure and mechanisms for enabling guards to reach police, fire brigade and ambulances in cases of emergencies.
14. The security personnel shall keep KPCRBS informed of all the matters of security and co-operate in the investigation of any incident relating to security.

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

SECTION VI – SCHEDULE OF REQUIREMENTS

Kenya Pipeline Corporation Retirement Benefits Scheme is procuring Guarding Security Services for its head offices at the Crescent Business Centre, Parklands, the Valley Road Property LR. 209/219/4/2 and Kenpipe Gardens, Kitengela LR.NO. 76873

Crescent Business Centre, Parklands and the Valley Road Property LR. 209/219/4/2

| NO | LOCATION | NO. OF GUARDS REQUIRED BY KPCRBS | | |
|----|--|----------------------------------|-------|-------|
| | | DAY | NIGHT | TOTAL |
| 1 | Security Personnel at Kenya Pipeline Corporation Retirement Benefits Scheme, Head Office - Crescent Business Centre, Parklands | 8 | 4 | 12 |
| 2 | Security Personnel - Valley Road Property LR. 209/219/4/2 | 2 | 2 | 4 |
| | TOTAL | 10 | 6 | 16 |

KENPIPE GARDENS, KITENGELA LR.NO. 76873:

| NO | LOCATION | NO. OF GUARDS REQUIRED BY KPCRBS | | | NO OF GUARD DOGS |
|----|--|----------------------------------|-------|-------|------------------|
| | | DAY | NIGHT | TOTAL | NIGHT |
| 1 | Security Personnel -Kenya Pipeline Company Retirement Benefits Scheme, Kenpipe Gardens - Kitengela | 5 | 4 | 9 | 0 |
| 2 | Dog Handler - Kenya Pipeline Company Retirement Benefits Scheme, Kenpipe Gardens - Kitengela | 0 | 2 | 2 | 2 |
| | TOTAL | 5 | 6 | 11 | 2 |

The required numbers may vary based on emerging situations

SECTION VII - STANDARD FORMS

TABLE OF CONTENTS

| | |
|--|----|
| SECTION VII - STANDARD FORMS | 30 |
| 1.FORM OF TENDER | 31 |
| 2. PRICE SCHEDULE - SECURITY SERVICES..... | 32 |
| 3. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM..... | 33 |
| 4. BIDDER’S DECLARATION..... | 34 |

1. FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ *[insert numbers,*
the of which is hereby duly acknowledged, we, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]*
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE - SECURITY SERVICES

| NO | DESCRIPTION | QTY | UNIT PRICE | | TOTAL PRICE | | REMARKS |
|----|--|-----|-----------------|-------|-----------------|-------|---------|
| | | | Kshs. taxes) | (Inc. | Kshs. taxes) | (Inc. | |
| 1 | Security Personnel -Kenya Pipeline Company Retirement Benefits Scheme, Head Office – Crescent Business Centre, Parklands | 12 | | | | | |
| 2 | Security Personnel – Valley Road Property LR. 209/219/4/2 | 4 | | | | | |
| 3 | Security Personnel -Kenya Pipeline Company Retirement Benefits Scheme, Kenpipe Gardens - Kitengela | 9 | | | | | |
| 4 | Dog Handler and Dog - Kenya Pipeline Company Retirement Benefits Scheme, Kenpipe Gardens - Kitengela | 2 | | | | | |
| | TOTAL | 27 | | | | | |

The required numbers may vary based on emerging situations.

Name of tenderer: _____

(Person authorized to commit the firm)

Signature of tenderer _____ Date _____

Company Rubber Stamp/ Seal.

3. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax

E mail

Nature of Business ...

Registration Certificate No.

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows Name Nationality

Citizenship Details Shares

1.

2.

3.

4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KShs.

Issued KShs.

Given details of all directors as follows

Name Nationality Citizenship Details

Shares

1.....

2.....

3.....

4.....

5. DateSeal/Signature of Candidate

4. BIDDER'S DECLARATION

4.1 Anti-Corruption Declaration Form

We/I the undersigned, in the capacity

of..... for

..... [name of the company/ firm/individual] certify that the bidder is not in any of the following situations:

1. Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
2. Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
3. Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
4. Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
5. Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
6. Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
7. Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
8. Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
9. Have not fulfilled obligations relating to payments of taxes or statutory contributions.
10. If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

4.2. Integrity Pact

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for _____, all personnel of _____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged these activities, we shall accept to be prohibited from submitting bids placed by KPCRBS (herein referred to as the procuring entity) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price or rigged a bid for a particular bidder to win, we shall accept the prohibition from submitting bids placed by KPCRBS for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials. In case it is proved that we have violated any terms in relation with a bid, execution of a contract, offered to win a contract or offered to facilitate payment we shall accept:
 - Prohibition from submitting a bid placed by KPCRBS for a period of two (2) years.
 - Cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
3. If proven as a fact that we have offered bribes to KPCRBS or related officials for favours regarding a bid or contract to a bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by KPCRBS for a period of two (2) years. If proven that we have offered bribes to KPCRBS or related officials in relation to bidding, concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by KPCRBS for a period of two (2) years.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and KPCRBS, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and all other submissions are correct to the best of my knowledge and

belief. In addition, we authorize, KPCRBS to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

6. The bidder authorizes KPCRBS, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact. We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a "Special Condition of Contract," and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____

(Authorized Signatory)

Full Name printed: _____

5. CONTRACT FORM

THIS AGREEMENT made the ____ day of ____ 20____ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

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

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

in the presence of _____.

6. TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

(hereinafter called "the Tenderer").....

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- a) fails or refuses to execute the Contract Form, if required; or
- b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

7. PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

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

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

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

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

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

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

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

8. BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

9. 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

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*) ofdated
the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary