

**REPUBLIC OF KENYA**



**KILIFI COUNTY GOVERNMENT**

**RE-TENDER**

***TENDER NAME:* TENDER FOR THE PROVISION  
OF GARBAGE COLLECTION AND DISPOSAL  
SERVICES IN MTWAPA TOWN AND ITS  
ENVIRONS.**

***TENDER NO.* KCG/WEFNR/757219,1/2019/2020**

**OCTOBER, 2019**

**KILIFI COUNTY  
P.O.BOX 519-80108  
KILIFI**

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## INTRODUCTION

- 1.1 This standard tender document for the procurement of services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
  - i. Security.
  - ii. Cleaning.
  - iii. Servicing and repairs.
  - iv. Transport.
  - v. Clearing and forwarding.
  - vi. Garbage Collection Services
  - vii. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
  - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
  - i. Tender number.
  - ii. Tender name.
  - iii. Name of procuring entity.
  - iv. Delete name and address of PPOA.

## SECTION I- INSTRUCTIONS TO TENDERERS

TENDER REF NO. KCG/WEFNR/757219,2/2019/2020

**TENDER NAME: TENDER FOR THE PROVISION OF GARBAGE COLLECTION AND DISPOSAL SERVICES FOR MTWAPA TOWN AND ITS ENVIRONS-RE TENDER.**

The County Government of Kilifi now invites registered contractors/service providers who are able to demonstrate technical and financial capability to execute the tender mentioned above for the Contract for the financial year 2019/2020, 2020/2021.

Tendering will be conducted through the National Competitive (NCB) Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2006 and is open to all Tenderers as defined in the Regulations.

Tender document can be obtained in The Public Procurement Information Portal (PIIP). They can also be downloaded free of charge from Kilifi County Website [www.kilifi.go.ke](http://www.kilifi.go.ke).

Completed tender documents should be uploaded to the GOK IFMIS tender portal [suppliers.treasury.go.ke](http://suppliers.treasury.go.ke) on or before **5<sup>th</sup> December, 2019 at 10:00am**

NB: Manual Submission of Tender Documents is NOT allowed.

NB:Eligible bidders who may experience challenges in accessing and submitting their completed tender documents to the **GOK IFMIS** portal should contact IFMIS help desk ([Tel:0800721477](tel:0800721477))

### **HEAD OF SUPPLY CHAIN MANAGEMENT**

***FOR: COUNTY EXECUTIVE COMMITTEE MEMBER FOR FINANCE AND ECONOMIC PLANNING***

**P.O. BOX 519-80108, KILIFI**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II- INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Nil
- 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) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially

responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of documents.**

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

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

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

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

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

(d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 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 as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity \_\_\_\_\_ on \_\_\_\_\_ the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

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

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided

Under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall upload the tender document The Public Procurement Information Portal (PIIP). They can also be downloaded free of charge from Kilifi County Website [www.kilifi.go.ke](http://www.kilifi.go.ke). Completed tender documents should be uploaded to the GOK IFMIS tender portal [suppliers.treasury.go.ke](http://suppliers.treasury.go.ke).

2.14.2 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.

2.14.3 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

## 2.16 **Deadline for Submission of Tenders**

2.16.1 Tender will be opened (unsealed) and evaluated (scored) immediately after the closing time electronically in the GOK IFMIS portal .

2.16.2 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

2.16.3 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.

## 2.17 **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 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 tenderer's tender.

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

## **2.20 Preliminary Examination and Responsiveness**

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

## 2.21 Conversion to a single currency

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

## 2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

### (a) *Operational Plan.*

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

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

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

2.22.5 The tender evaluation committee shall evaluate the tender within 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 the most responsive bidder evaluated 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 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 most responsive, provided further that the tenderer is determined to be qualified to perform the contract 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 (s) 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 (s) 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.

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;

- 2.28.2 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being

- 2.28.3 Debarred from participating in public procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

### (a) Preliminary Evaluation (MANDATORY)

#### Interested Bidders must attach the following.

1. Certificate of Registration/ Incorporation
2. Copy of *i tax* VAT/PIN certificate from KRA
3. Bid bond of ksh. 250,000 from reputable Bank or approved insurance
4. Current Single Business Permit from County Government of Kilifi
5. Valid Tax Compliance Certificate.
6. Dully filled, signed and stamped form of tender
7. Dully filled, signed and stamped business questionnaire
8. Dully filled, signed and stamped price schedule

### b) Technical Evaluation

#### The Technical evaluation shall be based on the following criteria.

S/No.	REQUIREMENTS	SCORE
1	<p><b>Experience of The Firm (20 Marks)</b></p> <p>Provide Evidence that the firm has offered similar services at least three (3) Corporate clients for the last three (3) years. As evidence attach: -</p> <p>a) Matching Letters of Award, LSO/LPO, Agreements and completion certificates/ Delivery notes for similar nature and magnitude for the (3NO) Assignments</p> <p>c) Original Recommendation Letters addressed to the County Executive Committee Member Finance &amp; Economic Planning, County Government of Kilifi from each client listed above on the client's letter head</p>	<p>10mrks</p> <p>10 Mrks</p>
2	<p><b>Qualification of Keys Staff (CV in Format Provided FORM W)– 20mrks</b></p> <p>a) Evidence of Qualified and Experienced of at least 3 Key personnel to undertake the specified work. Attach CV's with copies of academic or professional certificates of Key Management and Technical Staff.</p> <p>i. Degree/Diploma with 5 years' experience-</p> <p>ii. 1-4 Year of Experience-</p> <p>iii. lack of Experience -</p>	<p>5mrks</p> <p>5mrks</p> <p>0mrks</p>

	<p>b) Provide Organization Chart clearly indicating the position of the Key Staff Above -</p> <p>c) A brief explanation on measures to be taken on tenderers on the event that services are not provided because of unforeseen circumstances such as strikes by employees, riots etc (5 Marks: 1 mark for each measure proposed)</p>	<p>5mrks</p> <p>5 Mrks</p>
3	<p><b>Methodology and Work Plan (FORM Y Provided) – 10 Marks</b></p> <p>Principle of work Statement and details of how work SHALL be performed managed and reported. This should include but not limited to assignment of manpower, supervision of staff and frequency of the same, provision for backup staff, recruitment and replacement of personnel’s and feedback to Employer on incidents format, operational and solid waste management plan</p> <p><b>Award of Scores</b></p> <p>The bidder’s principle of work statement will be scored as per the following: -</p> <ul style="list-style-type: none"> <li>• Details of how work will be performed managed and reported</li> <li>• Supervision Plan, Frequency and reporting to client</li> <li>• Proposed Back up, recruitments and replacement</li> <li>• Operational and solid waste management plan</li> </ul>	<p>5mrks</p> <p>5mrks</p> <p>5mrks</p> <p>5mrks</p>
4	<p><b>Equipment and Materials (FORM Z Provided) – 10 Marks</b></p> <p>Evidence of ownership or lease agreement of essential equipment and Machinery necessary to conduct the specified work. Such equipment may include but not limited to excavation equipment, Self-tipping Trucks, shovels, wheel barrows, earth movers etc.</p> <p>i. Evidence of the above ownership/lease-</p> <p>ii. Insufficient evidence of the above-</p> <p>iii. Lack of evidence of the above-</p> <ul style="list-style-type: none"> <li>• Tenderers provide an undertaking (Written Statement) to provide back up for both Equipment and vehicles, provide assurance of routine and satisfactory maintenance to ensure that they are in good working condition at all times.</li> </ul> <p>Provide evidence that materials used will be environmentally friendly;</p>	<p>5mrks</p> <p>5mrks</p> <p>0 mrks</p>



	attach certificates from relevant bodies' e.g. NEMA, Manufactures.	
5	<b>Financial Requirement (10 Marks)</b> <ul style="list-style-type: none"> <li>• Certified Copies of Audited Financial Accounts for the last Three (3) years each</li> <li>• Lack of certified copies of (i) above 0 Marks</li> </ul>	10 Marks  0 mrks
<b>TOTAL</b>		
<b>Only bidders meeting the minimum score of 60% Technical Score shall proceed to the financial evaluation stage.</b>		

Tenderers that do not meet the requirements at the preliminary stage and technical stage shall be disqualified and shall not be considered at the financial evaluations stage.

**c) FINANCIAL EVALUATION**

Financial evaluation shall be based on the award criteria below:

**Award Criteria**

The lowest evaluated bidder will be awarded

**d) DUE DILIGENCE**

County Government of Kilifi May Carry out a Due Diligence exercise on the tenderers premises or assignments provided in (1) above to confirm the information provided. Bidder whose details do not correspond to Client Details Will be disqualified without further reference.

**FORM W**

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED STAFF**

Proposed Position: .....  
Name of Firm: .....  
Name of Staff: .....  
Profession: .....  
Date of Birth: .....  
Years with Firm: ..... Nationality: .....  
Membership in Professional Societies:  
.....

**Detailed Tasks Assigned:** .....

**Key Qualifications:**

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

**Education:**

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

..... Date: .....  
[Signature of staff member]

..... Date; .....  
[Signature of authorized representative of the firm]

Full name of staff member: .....

Full name of authorized representative: .....

## FORM X

### RELEVANT EXPERIENCE OF THE FIRM

Relevant services carried out in the last two years that best illustrate the firm's qualifications

Using the format below, provide information on each assignment for which your firm was legally contracted (5 Firms) (separate form for each client)

Name of Client:	Address:
Clients contact person for the assignment.	Position:
Contract Description:	Location:
Contract period:	Contract Value (Kshs.)
Description of Actual Services Provided by Your Firm:	

#### As evidence bidders must attach:

- Certified Copy of Award letters
- Certified Copy of Full Contract
- Original Reference Letter on Clients Letter Head. Scanned Letters will be rejected.
- To be provided for each assignment listed.

**FORM Y**

**METHODOLOGY AND WORK PLAN**

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

**1. Methodology**

**2. Work Plan and Key Performance Indicators (mks)**

## FORM Z

### EQUIPMENT

Major Items/ Equipment proposed for carrying out this Assignment

Description and Age	Make	Location	Condition (new, good poor) Services, manual available	Ownership (owned, leased, to be purchased from whom)

- ✓ Attach maintenance schedules for all the equipment and vehicles.

### MATERIALS

- ✓ Bidder should proof that the materials being used are environmentally friendly, attach certificate from relevant agencies e.g. NEMA.

## Appendix to instructions to tenderers

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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
Eligibility	Open National Tender
Addendum	Addendum/clarifications to be in website: <a href="http://www.kilifi.go.ke">www.kilifi.go.ke</a> kindly check regularly.
Price Variations	Price variation will be as provided in PPAD Act 2015 and shall not be allowed for contracts not exceeding one year (12 months)
Tender security	Dully filled tender securing declaration form
Tender validity	The tender shall remain valid for One Hundred and twenty (120) Days from the date of opening.
Serialization of pages	Bidding document pages to be sequentially serialized including the attachments with a well inserted table of contents.
Submission of bid	Tender opening date is as per Section I Invitation for Tenders
Correction of Errors	There will be no correction of arithmetic errors as provided in PPAD Act 2015. The tender sum in the form of tender is final.
Evaluation Period	The evaluation of tenders shall be carried out within a period of 30 days after tender opening
Performance Security	Successful Tenderer will provide Performance Security of 10% of the Contract Sum within 15 days after the notification of award.

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CONTENTS**

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3.1	Definitions
3.2	Application
3.3	Standards
3.4	Use of contract documents and information
3.5	Patent Rights
3.6	Performance security
3.7	Inspections and tests
3.8	Payment
3.9	Prices
3.10	Assignment
3.11	Termination for default
3.12	Termination for insolvency
3.13	Termination for convenience
3.14	Resolution of disputes
3.15	Governing language
3.16	Force majeure
3.17	Applicable law
3.18	Notices

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right’s**

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

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the



successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

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

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

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

### **3.10 Termination for Default**

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

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

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

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

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

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## **SECTION IV SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## 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.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
<i>3.7.1 Performance Bond,</i>	<i>Not Applicable</i>
<i>3.10 Delivery of services</i>	<i>The delivery period for the Services shall be as per need bases within the 2019/2020-2021 Financial years unless specifically indicated by the respective procuring entity.</i>
<i>3.12.1 Terms of payment</i>	<i>Payment shall be made after full delivery of the services as prescribed in the LSO and contract Agreement.</i>
<i>3.13.1 Prices</i>	<i>The prices offered shall be fixed for the period stated in the Tender Invitation or variations may be allowed only if they are reasonable to prevailing industry/market rates.</i>
<i>3.18.1 Dispute resolution</i>	<i>Disputes to be resolved Through direct informal negotiation.</i>

**SECTION V: SCHEDULE OF REQUIREMENTS/ DESCRIPTION OF SERVICES**

**Tender for Provision of garbage collection and Disposal Services in Mtwapa Town and Its Environs**

**Estimated Size: Collection Areas (As stated below)**

<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>DELIVERY PERIOD</b>
National Bank, Helal, Mwembeni, Kwa Chief, Coolview, Majengo Kanamai, Kikambala, Vipingo, Shariani, Bambino, Mtomondoni, Coconut Breeze, Casuarina, Kenya Project and All CBD Liter Bins.	Whole Area	24Months

## SECTION VI: PRICE SCHEDULE OF REQUIREMENTS

ITEM DESCRIPTION	QUANTITY/SCOPE	DELIVERY PERIOD	RATE PER MONTH (KSHS)	TOTAL FOR THE PERIOD
National Bank, Helal, Mwembeni, Kwa Chief, Coolview, Majengo Kanamai, Kikambala, Vipingo, Shariani, Bambino, Mtomondoni, Coconut Breeze, Casuarina, Kenya Project and All CBD Liter Bins	Whole Area	12 Months		
<b>TOTAL COST</b>				

Signature of Tenderer \_\_\_\_\_

**NOTE: BIDDERS QUOTE'S MUST BE INCLUSIVE OF VAT AND ALL DELIVERY COSTS.**

**SECTION VII: TECHNICAL SPECIFICATIONS AND TERMS OF REFERENCE.**

**TECHNICAL SPECIFICATIONS AND TERMS OF REFERENCE FOR THE TRUCKS TO BE USED FOR SOLID WASTE MANAGEMENT.**

The following are the requirements to be met for Solid Waste Management. Trucks must:

- 1) Be self-tipping
- 2) Capacity be 15 Tones and above
- 3) Have Canvass Cover
- 4) Be in good working condition, have statutory requirements including insurance and compliant to traffic rules and regulations
- 5) Not be engaged with other duties during the contracted period
- 6) In case of breakdown/Accident, replacement to be done within two hours.

The following will be expected from the human resources;

- 1) Driver be competent and cooperative
- 2) Every truck to be attached with 10 to 12 loaders.
- 3) All the stated collection points as shown above to be attended timely, and daily without fail.
- 4) All loaders attached to the truck should be provided with PPE (personal protective equipment) at any given time, these include; Overalls, Gumboots, Heavy duty Gloves, Helmets and Dust Musks.
- 5) In case of change of schedule, the driver should be ready to comply with directives of the supervisor.
- 6) Supervision of the truck will be done by the county supervisor for each zone
- 7) Any other emerging illegal site noticed should be attended after the communication have been made by the Environmental Officers, Supervisor or CO Environment.
- 8) Work should start very early and end before noon.
- 9) All garbage collected to be disposed at the designated dumping site i.e. Malindi Damping Site at Mayungu.
- 10) All loaders to be vaccinated against Hepatitis B after every three Months.
- 11) No burning of any garbage either at the collection points or dumping sites to prevent air pollution resulting to cancer.
- 12) The contractor to sub contract to youth groups in Mtwapa who will be collecting garbage from household to designated areas for the contractor to transport it to the dumping site.

**Failure to adhere to the above conditions the employer may terminate the contract after non-compliance of an improvement notice of 3 weeks only.**

I .....of



ID NO.....do hereby agree to the terms and conditions of this TOR and Minimum specifications.

Name.....

Signature.....Date.....

## **SECTION VIII: STANDARD FORMS**

### **Notes on standard forms**

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

## **SECTION VIII - STANDARD FORMS**

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

**FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*  
the of which is hereby duly acknowledged, we, the undersigned, offer to provide.  
.....

.....  
in conformity with the said tender documents for the sum of KSH.....

.....  
.....  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached  
herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the  
services schedule specified in the Schedule of Requirements.

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

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

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

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

## **FORM OF CONTRACT AGREEMENT**

THIS AGREEMENT made on 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 the provision of garbage collection and disposal services. .... [brief description of service to be provided] and has accepted a tender by the tenderer for the provision of garbage collection and disposal services 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 Terms of Reference;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award.

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 the Tender for the provision of garbage collection and disposal services and disposal and to remedy defects therein in conformity in all respects with the provisions of the Contract

3. The Procuring entity hereby covenants to pay the tenderer in consideration of the tender for the provision of garbage collection and disposal services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_.

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part 1 General

Business Name.....  
Location of Business Premises .....  
Plot No, .....Street/Road.....  
Postal address .....Tel No. ....Fax Email.....  
Nature of Business .....  
Registration Certificate No. ....  
Maximum value of business which you can handle at any one time – Kshs.....  
Name of your bankers.....  
Branch.....

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows																				
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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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																				
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	NB. Attach prove of citizenship ( Compulsory)																				
	Date.....Signature of Candidate.....																				

**TENDER SECURITY FORM**

Whereas ..... [Name of the tenderer]

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

[Name and/or description of the services]

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

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

Of.....having registered office at

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

[Name of procuring entity](Hereinafter called “the procuring entity”) in the sum of .....

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

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
[reference number of the contract] dated \_\_\_\_\_20\_\_\_\_to

Supply.....

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*



**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]*

**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

**FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

**SIGNED**

**Board Secretary**