



**KENYA NATIONAL BUREAU OF STATISTICS**

**P.O. BOX 30266~00100**

**NAIROBI**

**OPEN NATIONAL TENDER NO.  
KNBS/ONT/18/2019~2020**

**FOR PROVISION OF FUMIGATION  
SERVICES TO KNBS OFFICES**

**CLOSING DATE 31<sup>ST</sup> MARCH, 2020**

**RESERVATION FOR YOUTH, WOMEN OR  
PWDs CATEGORIES**

**AT: 10.00 A.M**

## TABLE OF CONTENTS

Page

SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS.....	5
	APPENDIX TO INSTITUTIONS TO TENDER .....	17
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION V	TERM OF REFERENCE.....	30
SECTION VI	PRICE SCHEDULE .....	36
SECTION VII	STANDARD FORMS.....	40

**SECTION I: INVITATION TO TENDER**

**TENDER REF. NO. KNBS/ONT/18/2019 – 2020**

**DATE: 17<sup>TH</sup> MARCH, 2020**

**TENDER NAME PROVISION OF OUTSIDE FUMIGATION SERVICES TO KNBS OFFICES AT REAL TOWERS.**

- 1.1 The Kenya National Bureau of Statistics invites sealed tenders from eligible candidates for **the provision of Fumigation services to KNBS offices at Real Towers , Upper Hill on “As and When Required” basis.**
- 1.2 Eligible Tenderers may obtain further information and download the Tender Document free of charge from Public Procurement Information Portal (PPIP) (<https://www.tenders.go.ke>) and /or Kenya National Bureau of Statistics (KNBS) website; [www.knbs.or.ke](http://www.knbs.or.ke) under “Tenders” portal respectively.
- 1.3 A complete set of Tender Document(s) can be obtained/purchased by the eligible tenderers at the Procurement Office, KNBS - upon payment of a non-refundable fee of **KShs.1,000.00**. Payment should be made to the Cashier at the Accounts Department at Kenya National Bureau of Statistics. Those who download the document must immediately forward their particulars (i.e. Name & Contacts of Applicant) to email; [procurement@knbs.or.ke](mailto:procurement@knbs.or.ke) for purposes of registration, receiving any other clarifications and/or addendums.
- 1.4 Complete serialized/paginated Bid Documents; **One original** and a **copy** in plain sealed envelopes clearly marked on top with the Tender Reference and Description should be deposited in the **Tender Box** at 13<sup>th</sup> Floor of the Kenya National Bureau of Statistics – Real Towers or be addressed to:-

**The Director General  
Kenya National Bureau of Statistics  
P. O. Box30266-00100,  
NAIROBI.**

so as to be received on or before **31<sup>st</sup> March, 2020 at 10.00 am**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the KNBS Conference Room- Real Towers, 13<sup>th</sup> Floor.

**SENIOR MANAGER, PROCUREMENT**  
**FOR: KENYA NATIONAL BUREAU OF STATISTICS**

**SECTION II – INSTRUCTIONS TO TENDERERS**

<b>TABLE OF CONTENTS</b>	<b>Page</b>
2.1 Eligible Tenderers .....	5
2.2 Cost of tendering .....	5
2.3 Contents of tender documents .....	5
2.4 Clarification of Tender documents .....	6
2.5 Amendment of tender documents .....	6
2.6 Language of tenders .....	7
2.7 Documents comprising the tender .....	7
2.8 Form of tender .....	7
2.9 Tender prices .....	7
2.10 Tender currencies .....	8
2.11 Tenderers eligibility and qualifications .....	8
2.12 Tender security .....	8
2.13 Validity of tenders .....	9
2.14 Format and signing of tenders .....	9
2.15 Sealing and marking of tenders .....	10
2.16 Deadline for submission of tenders .....	10
2.17 Modification and withdrawal of tenders .....	11
2.18 Opening of tenders .....	11
2.19 Clarification of tenders .....	12
2.20 Preliminary Examination .....	12
2.21 Conversion to other currencies .....	13
2.22 Evaluation and comparison of tenders .....	13
2.23 Contacting the procuring entity .....	14
2.24 Award of Contract.....	14
2.24 Notification of Award .....	15
2.25 Signing of Contract .....	16
2.26 Performance security .....	16
2.27 Corrupt or fraudulent practices .....	16

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date as will be specified in the contract document.
- 2.1.2. The Kenya National Bureau of Statistics' 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 59 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 Kenya National Bureau of Statistics to provide consulting goods for the preparation of the design, specifications, and other documents to be used for the procurement of the goods 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 Kenya National Bureau of Statistics, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 This tender document is free of charge if downloaded from our KNBS website: [www.knbs.or.ke](http://www.knbs.or.ke) Hard copies can be purchased from our offices at a fee of Kshs. 1000.00 as detailed in the Invitation to tender.
- 2.2.3 The Kenya National Bureau of Statistics 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 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 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished is in accordance with Clause 2.14

## **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 15% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

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

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

## **2.12 Tender Security- NOT APPLICABLE FOR THIS TENDER**

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 Public Procurement Regulatory Authority (PPRA).
- 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 with paragraph 30

**or**

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

I 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 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 31<sup>st</sup> March, 2020 at 10.00 am”**

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

Tenders must be received by the Kenya National Bureau of Statistics at the address specified under paragraph 2.16.1 no later than **31<sup>st</sup> March, 2020 at 10.00am.**

2.16.1 The Kenya National Bureau of Statistics may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Kenya National Bureau of Statistics and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

**The Director General,  
Kenya National Bureau of Statistics  
P. O. Box 30266-00100  
NAIROBI**

- (b) Bear the tender number and name in the Invitation to Tender and the words **“DO NOT OPEN BEFORE 31<sup>st</sup> March, 2020 at 10.00 am”**.

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

**2.17 Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m. on 31<sup>st</sup> march, 2020** in the **Conference Room~ Real Towers, 13<sup>th</sup> Floor**. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

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

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

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

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

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

- (a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity'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 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 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. 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 14 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 Within (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.28 and Terms of Reference (Page 28- 31) shall constitute sufficient grounds for the annulment of the award 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

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

### EVALUATION CRITERIA:

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The invitation is under Reservation category of Women
2.12.2	<p><b><u>Evaluation and Comparison of Tenders:</u></b></p> <p>The tenders will be evaluated in three stages as follows:-</p> <p><b><u>STAGE ONE: MANDATORY REQUIREMENTS.</u></b></p> <ol style="list-style-type: none"> <li>1. PIN/ VAT Certificate from Kenya Revenue Authority (KRA).</li> <li>2. Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)</li> <li>3. Trade License or Single Business permit issued by relevant Government Agency for the year 2020 which should be certified by commissioner of oaths/advocate.</li> <li>4. Certificate of Registration or Incorporation Certificate in Kenya which should be certified by commissioner of oaths/advocate.</li> <li>5. Provide Evidence of physical registered office (attach lease agreement/rental payment receipt/evidence of ownership of the premises certified by commissioner for oath/Advocate)</li> <li>6. Valid Access to Government Procurement Opportunity (AGPO) Certificate issued by the National Treasury under <b>YOUTH, WOMEN OR PWDs</b> categories.</li> <li>7. Declaration stating that you have NOT been debarred by Public Procurement Regulatory Authority (PPRA).</li> <li>8. Submit a Signed Declaration statement that you will not be involved in corrupt or fraudulent practices.</li> <li>9. Attach a copy of Work Injury Benefits Insurance Policy (WIBA)</li> </ol>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>10. Certification from NEMA certified by commissioner for oath/Advocate</p> <p>11. Pest control license certified by commissioner for oath/Advocate</p> <p>12. Duly, filled, signed and stamped Confidential Business Questionnaire.</p> <p><b>13. Provide ONE ORIGINAL and ONE COPY of tender document properly bound and paginated/serialized/numbered in a sequential manner on all pages and all attachments. All pages of the tender shall be initialed by the person or persons signing the tender.</b></p> <p><b>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2<sup>ND</sup> STAGE</b></p> <p><b><u>B) STAGE TWO: TECHNICAL EVALUATION</u></b></p> <p>Candidates that will have passed Technical Evaluation (i.e. those that offered services which are compliant with the desired technical specifications) will have their financial proposals evaluated.</p> <p>The pass mark for Technical Evaluation shall be 80%~ see specification schedule provided on page 30-35, part V</p> <p><b><u>C) STAGE THREE: FINANCIAL EVALUATION</u></b></p> <ol style="list-style-type: none"> <li>1. The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.</li> <li>2. In case of discrepancy between unit price and total, the unit price shall prevail.</li> <li>3. If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for award.</li> </ol> <p><b>Note that the total score for Financial Proposal shall be 20% of the total score</b></p>
2.13.1	Tenders must be submitted on or before the closing date, not later than 31 <sup>st</sup> March, 2020 at 10.00 a.m.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.14.1	The Bureau will open all tenders in the presence of tenderer's representatives, who choose to attend at <b>10.00 a.m. on 31<sup>st</sup> March, 2020.</b>

#### STAGE TWO: ~ TECHNICAL EVALUATION CRITERIA

NO	DETAILS	WEIGHT
<b>1</b>	<b>Specific experience of the company in similar works (minimum 5 projects) – 30 marks</b>	
a)	Attach certified copies of at least five (5) contracts/LPOs of similar jobs completed in the last five (5) years. Copies MUST be certified by Commissioner of Oaths/Advocate (3 marks for each project)	15
b)	Attach relevant recommendation letters from at least five (5) reputable clients indicating the services rendered and contract sums	15
<b>2</b>	<b>Manpower capabilities: specific experience and qualifications of key staff (attach the organization structure) – 20 marks</b>	
a)	Attach copies of CVs for 2 top management i.e. Managers and Supervisors Degree and above – 10 Diploma – 7 Certificate – 5	10
b)	Attach copies of CVs for 5 staff who will be carrying out the fumigation with at least two (2) years' experience in pest Control techniques. Certificate and above – 10 KCSE – 7 KCPE – 5	10
<b>3</b>	<b>Pest control/fumigation management plan – 25 marks</b>	
a)	Proposed workplan for fumigation of KNBS offices at Real Towers	10
b)	Proposed Methodology	15
<b>4</b>	<b>Pest control/fumigation materials specifications – 25 marks</b>	

NO	DETAILS	WEIGHT
1	<b>Specific experience of the company in similar works (minimum 5 projects) – 30 marks</b>	
a)	The Bidder must indicate the core pesticides necessary for undertaking the project.	15
b)	The Bidder must indicate the core equipment necessary for undertaking the project together with proof ownership/lease arrangements.	10

## SECTION III

## GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS	Page
3.1 Definitions .....	21
3.2 Application.....	21
3.3 Standards.....	21
3.4 Patent Rights.....	21
3.5 Performance security.....	22
3.6 Inspections and tests.....	22
3.7 Payment.....	23
3.8 Prices.....	23
3.9 Assignment.....	23
3.10 Termination for default.....	23
3.11 Termination for insolvency.....	24
3.12 Termination for convenience.....	24
3.13 Resolution of disputes.....	24
3.14 Governing language.....	25
3.15 Force majeure.....	25
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 Kenya National Bureau of Statistics and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The goods” means goods to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya National Bureau of Statistics under the Contract.
- d) “The Kenya National Bureau of Statistics” means the organization sourcing for the goods under this Contract.
- e) “The contractor means the individual or firm providing the goods 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 Country of Origin**

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

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

### **3.4 Standards**

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

### **3.5. Use of Contract Documents and Information**

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

3.5.2 The tenderer shall not, without Kenya National Bureau of Statistics prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

### **3.6 Patent Right's**

The tenderer shall indemnify the Kenya National Bureau of Statistics against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods under the contract or any part thereof.

### **3.7 Performance Security – NOT APPLICABLE FOR THIS TENDER**

3.7.1 Within thirty (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya National Bureau of Statistics the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Kenya National Bureau of Statistics and shall be in the form of:

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

3.7.4 The performance security will be discharged by the Kenya National Bureau of Statistics 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.

### **3.8 Inspections and Tests**

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

3.8.2 The inspections and tests may be conducted 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 Kenya National Bureau of Statistics.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Kenya National Bureau of Statistics may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the Kenya National Bureau of Statistics.

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

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



### **3.9 Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

### **3.10 Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kenya National Bureau of Statistics in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

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

### **3.12 Payment**

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by Kenya National Bureau of Statistics as specified in the contract

### **3.13 Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by Kenya National Bureau of Statistics within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Kenya National Bureau of Statistics prior written consent

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

3.16.1 Kenya National Bureau of Statistics may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by 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 Kenya National Bureau of Statistics has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event Kenya National Bureau of Statistics terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to Kenya National Bureau of Statistics for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Kenya National Bureau of Statistics shall, without prejudice to its other remedies under the contract, deduct from the

contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 Kenya National Bureau of Statistics and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

## SECTION IV

## SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

The following are special conditions of contract as relates to the GCC.

### 1. Standards (GCC 3.4)

- GCC 3.4
- (i) Tenderers are required to submit literatures/brochures for the services tendered for where applicable.
  - (ii) The literature/brochures submitted must conform to the technical specifications (section v)
  - (iii) Literature/brochures must be submitted alongside the bidding document on or before the closing date of the tender as indicated in the tender documents.
  - (iv) No tender document will be accepted after the official closing time as specified on the advertisement and tender documents.
  - (v) Tenderers' are required to indicate the after sales service
  - (vi) The literature/brochure will be evaluated by the Bureau Tender Evaluation Committee with reference to the tender requirements/specifications.

### 2. Use of contract documents and information (GCC 3.5)

GCC 3.2 Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tenderer who doesn't adhere to this condition will automatically be disqualified.

### 3. Performance Security (GCC 3.7)

GCC 3.7.1 (i) Performance security **is not a requirement** in this tender

### 4. Inspection and Tests (GCC 3.8)

GCC 3.8.1 (i) The Bureau may carry out inspection and tests by visiting the premises to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the services quoted conform to the contract specification.

## **5. Packing (GCC 3.9)**

GCC 3.9.1 Not applicable

## **6. Delivery and Documents (GCC 3.10)**

- GCC 3.10.1 (i) Provision of tea services be made immediately on receiving the official order which must conform to the specifications stated.
- (ii) The order is to be confirmed by official local Service Order (LSO) duly signed by the authorized KNBS Officers.
- (iii) The following documents shall be received by the procuring entity at the time of invoicing.  
(Order form/Job Card accompanied by duplicate copy of LSO/Contract document.
- (iv) Inspection certificate issued by the Inspection and Acceptance Committee.
- (v) Suppliers invoice showing Service description, quantity and total amount.

## **7. Insurance (GCC 3.11)**

GCC 3.11.1 The service provider will cover all Risks during execution of the contract.

## **8. Payment (GCC 3.12)**

**GCC. 3.12.1** Payments of the contract sum will be paid within thirty (30) days after receipt of invoice for the services and upon satisfactory performance of the services offered as mentioned in Section V

## **9. Prices (GCC 3.13)**

- GCC 3.13.1 (i) Prices must remain firm and fixed
- (ii) Prices must remain valid for 120 days after closing of tender
- (iii) Prices quoted must be inclusive of all Government taxes and delivery charges to KNBS Stores.
- (iv) Price quoted must be as per our “Unit of issue”

## **10. Liquidated damages (GCC 3.18)**

GCC 3.18.1 (i) If the tenderer fails to deliver the services within the period specified in the contract, KNBS shall without prejudice to its other remedies under the contract, deduct from the contract

prices liquidated damages sum equivalent to 0.5% of delivered price of the delayed services up to a maximum deduction of 10% the delayed services.

I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them.

Tenderers Name.....

Date.....

Signature.....

Official Rubber Stamp...

## **SECTION V- TERMS OF REFERENCE**

### **TERMS OF REFERENCE FOR FUMIGATION SERVICES**

#### **Scope of Services**

KNBS wishes to shortlist a service provider to undertake fumigation services of all KNBS offices at Real Towers. The identified service provider will be expected to provide fumigation services of high industry standards using environmentally friendly products, for premises consisting of closed offices, open space offices, two kitchenettes, conference and meeting rooms and a terrace area (approximately 59000 sq ft)

#### **Expected Deliverables**

- a) The services to be carried out at least quarterly per year or within the acceptable frequency as and when required.
- b) The Service Provider will provide all equipment, as well as environmentally friendly materials required for carrying out the fumigation.
- c) The Service provider provide staff to carry out fumigation according to industry standards and will be fully responsible for all work and services performed by its staff.
- d) The provision of all the Service Providers' equipment, qualified, competent and well-trained personnel and supervision thereof, required for the servicing of the fumigation contract.
- e) The service provider shall at all times ensure that all staff is neatly clothed in uniforms (with the company logo) and have necessary protective equipment while providing the service at the Bureau offices.
- f) The service provider shall be expected to carry out fumigation and pest control services that will include but not limited to:-  
Treatment against:
  - Cockroaches
  - Ants
  - Fleas
  - Mosquitoes
  - Baiting's for: Rats & Mice

- g) The Service Provider shall indemnify the Bureau against any claim for compensation in terms of Workmen's Compensation legislation for any loss which the Service Provider is liable; and Any claim by any employee of the Service Provider for any loss or damage resulting from any bodily injury and/or damage to property caused during the fumigation.

### **Qualifications of Service Provider**

- i) Proven track record in rendering satisfactory services to high-end premises.
- ii) Financially sound and stable, evidenced by authentic financial statements for the past two years of operation
- iii) The personnel must have training and experience in similar environments and must not have criminal records or pending court cases against them.

### **Site Visit:**

Tenderers to come for a site visit before submitting their bids.

### **Award Criteria**

The Technical evaluation criteria

<b>S/No.</b>	<b>Area</b>	<b>Points</b>
1	Specific Experience of the company in similar works (Minimum 5 projects)	20
2	Understanding of assignment-description of pest management techniques.	20
3	Manpower capabilities: specific experience and qualifications of key staff	15
4	Health and safety measures undertaken by the company	15
5	Pest control/fumigation management plan	15
6	Pest control/fumigation materials specifications	15

Pass mark is 80 points

**NB:** Pass mark for the above technical evaluation is 80% and above.



A briefing session will be organized to enable the successful service provider get clarifications before contract executions

**Proposal for provision of after sales service.....**

.....

Authorized Official: \_\_\_\_\_  
Name Signature

**SECTION VI – PRICE SCHEDULE FOR PROVISION OF FUMIGATION SERVICES TO KNBS OFFICES AT REAL TOWERS**

Name of Tenderer \_\_\_\_\_

Tender Number \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

The proposal should be able to provide detailed costing and a summary done (including taxes and your profits) as shown below:-

**PRICE SCHEDULE**

No	Service Description	Unit of measurement	Area(SQ Ft)	Unit Cost(Ksh/Sq ft)	Total Cost(Ksh/Sq ft) VAT Inclusive
	Fumigation of closed offices, open space offices, two kitchenettes, conference and meeting rooms and a terrace area	Square feet(SQ Ft)	59,000 (Fifty Nine Thousand)		

Signature of tenderer \_\_\_\_\_

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

## SECTION VII - STANDARD FORMS

### 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, wed, 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 \_\_\_\_\_

## 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\_\_\_\_\_.

### 8.3 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 applies 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. ....

Nature of business.....

.....

Current Trade License No. ....Expiring date .....

Maximum value of business which you can handle at any one time:

Kshs.....

Name of your bankers .....

Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

#### **Part 2(a) ~ Sole Proprietor:**

Your name in full.....

Age.....

Nationality .....Country of origin .....

\*Citizenship details .....

#### **Part 2(b) ~ Partnership:**

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
------	-------------	----------------------	--------

1.....			
--------	--	--	--

2.....

3.....

**Part 2(c) ~ Registered Company:**

Private or public .....

State the nominal and issued capital of the company-

Nominal Kshs. ....

Issued Kshs. ....

Give details of all directors as follows:

Name	Nationality*	Citizenship Details**	Shares***
------	--------------	-----------------------	-----------

1.....	.....	.....	.....
--------	-------	-------	-------

2.....	.....	.....	.....
--------	-------	-------	-------

3.....	.....	.....	.....
--------	-------	-------	-------

Date	Signature of Bidder
------	---------------------

*\*Attach proof of citizenship (Certified Copy of National ID or Passport) (Compulsory)*

*\*\* Indicate by birth, registration or naturalization (Compulsory)*

*\*\*\* Attach certified copy of Recent Form CR12 (Compulsory)*

**Part 3~ Interest in the Firm:**

Is there any person / **Kenya National Bureau of Statistics** who has interest in this firm?

Yes****	
---------	--

No****	
--------	--

.....

Date	Signature of Bidder
------	---------------------

*\*\*\*\* Tick (✓) to agree as necessary (Compulsory)*

## 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]*