



**TENDER DOCUMENT  
FOR**

**PROVISION OF  
SECURITY AND SAFETY  
SERVICES**

**TENDER NO.  
KRA/HQS/NCB-008/2010 - 2011**

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NAIROBI, KENYA.**

**AUGUST 2010**

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# SECTION I

# INVITATION TO TENDER

DATE

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TENDER REF NO.: **KRA/HQS/NCB-008/2010-2011**

**TENDER NAME:PROVISION OF SECURITY AND SAFETY SERVICES**

- 1.1 The Kenya Revenue Authority invites sealed bids from eligible candidates for the tender for the **Provision of Security and Safety Services**
- 1.2 Interested eligible bidder may obtain further information from and inspect the tender documents and inspect the bidding documents at the Kenya Revenue Authority, Procurement & Supplies Services Division, Haile Selassie Avenue, Times Tower, 25th Floor during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested bidder upon payment of non-refundable fees of **Kenya Shillings five thousand only (KES 5,000)** in cash or Bankers cheque payable to **Commissioner General**.  
  
A pre-bid briefing will be held on **18<sup>th</sup> August 2010** at **10:00** in the **Convention Centre** on **5<sup>th</sup> Floor, Times Tower**. You are encouraged to attend the briefing.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box on Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi, or be addressed to Kenya Revenue Authority, Procurement & Supplies Services Division, Haile Selassie Avenue, Times Tower, 25th Floor so as to be received on or before **Wednesday, 1<sup>st</sup> September 2010** at 12:00 noon.
- 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 **Convention Centre** on **5th Floor, Times Tower**.

## 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 Kenya Revenue Authority'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 Kenya Revenue Authority (KRA) 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 Kenya Revenue Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=.
- 2.2.3 KRA shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these Instructions to Tenderers
  - (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 KRA Procurement Division in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. KRA 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 KRA. 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 KRA 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, KRA, 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 KRA, 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 KRA, 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 of Tender**

2.7.1 The tender prepared by the tenderers 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 be fixed during the Tenderer's performance of the contract and not subject to variation on any account. 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 KRA 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 paragraph 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 KRA'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.
- 2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the KRA and valid for thirty (30) days beyond the bid validity of the tender
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the KRA 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 KRA.

- 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 KRA 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 KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KRA as non responsive.
- 2.13.2 In exceptional circumstances, KRA 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 KRA 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 1<sup>ST</sup> SEPTEMBER 2010**".
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —

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

**2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the KRA at the address specified under paragraph 2.15.2 no later than **Wednesday 1<sup>st</sup> September, 2010 at 12.00 Noon.**
- 2.16.2 The KRA 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 KRA 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 KRA 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 KRA 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 KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 KRA 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 KRA shall open all tenders in the presence of tenderers' representatives who choose to attend, at 12.00 noon **on 1<sup>st</sup> September, 2010** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 KRA 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 KRA 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 KRA in the 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 KRA 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 KRA 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, KRA 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. KRA'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 KRA 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, KRA 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 KRA 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 KRA'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**

KRA Staff 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 KRA 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. KRA 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 KRA**

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

2.23.1 Any effort by a tenderer to influence KRA 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, KRA 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 KRA 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 KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

2.24.4 Subject to paragraph 2.29 KRA 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.

2.24.5 KRA 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 KRA's action. If KRA determines that none of the tenderers is responsive; KRA shall notify each tenderer who submitted a tender.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement

**2.25 Notification of Award**

2.25.1 Prior to the expiration of the period of tender validity, KRA 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 KRA 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 KRA 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 KRA notifies the successful tenderer that its tender has been accepted, KRA 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 KRA.

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 KRA, 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 KRA.

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 KRA e may make the award to the next lowest evaluated or call for new tenders.

**2.28 Corrupt or Fraudulent Practices**

- 2.28.1 KRA 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 KRA 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 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to security service providers who have appropriate and valid accreditations.
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
2.1.4	An Anti-corruption Affidavit is provided along with the Bidding document.
2.3.2	The fees charged for a complete set of tender documents is Kenya Shillings five thousand only, or the equivalent in freely convertible currency.
2.10.4	Tender Validity Period 120 days from <b>1<sup>st</sup> September, 2010</b> .
2.11.1	Tender prices must be quoted in Kenya Shillings
2.13.3	The clause-by-clause commentary of the technical specifications is given on tables in pages 27 to 36.
2.14.1	Tenders must be accompanied with a Tender Security in the form of Cash, Bank Guarantee, such insurance company guarantee as they may be approved by authority or a letter of credit. <b>The amount of tender security required is three hundred thousand Kenya Shillings (KES 300,000.00) and must be valid for 150 days after the date of tender submission.</b>
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on the two-envelope bid system. The bidder must submit a bid which has a technical proposal in one envelope and a financial proposal in another envelope. These two envelopes are then placed in one envelope to form a complete bid. Bids must be submitted in TWO copies.
2.18.1	Time, date, and place for bid opening are: 12:00 hours, local time, on <b>1<sup>st</sup> September 2010</b> . Place: <b>Convention Centre on the 5th Floor of Times Tower Building.</b> Street: <b>Haile Sellasie Avenue</b> City: <b>Nairobi</b> Country: <b>Kenya.</b>

2.20	<p>Opening of Technical Proposals will be done in public at the time of closing the tender.</p> <p>Opening of Financial Proposals of the bids that meet the minimum technical specifications will be done upon completion of the technical evaluation. The qualified bidders will be invited to witness the opening of the technical proposals.</p>
2.22	<p>Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
2.24	<p>The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. <b>Bidders must conform to the specific Technical Requirements in Section IV.</b></p>
2.25	<p>KRA shall not grant any Margin of Preference.</p>
2.27.4	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated bid Score will be calculated for each responsive bid.</p> <p>The bid with the highest Evaluated Bid Score (among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award.</p> <p>The evaluation will be based on each of the two categories and bidders must quote for all the covers.</p>
2.30	<p>The performance security required will be 10% of the Contract Value.</p>
2.31	<p>Anti-corruption Affidavit</p> <p>KRA will require a supplier of services to swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of KRA to influence the outcome of the bid.</p>

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

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

### **3.1 Definitions**

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

- (a) "The Contract" means the agreement entered into between the KRA 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 KRA under the Contract.
- (d) "KRA" means Kenya Revenue Authority, the organization Procuring services under this Contract.
- (e) "The contractor" means the individual or firm providing the services under this Contract.
- (f) "GCC" means general conditions of contract contained in this section
- (g) "SCC" means the special conditions of contract
- (h) "Day" means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.4 Use of Contract Documents and Information**

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

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

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

### **3.5 Patent Rights**

The tenderer shall indemnify KRA 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**

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KRA 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 KRA 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 KRA 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 KRA 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 Inspection and Tests**

- 3.7.1 KRA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KRA 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 KRA.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, KRA 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 KRA.
- 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**

3.9.1 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 KRA'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**

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

**3.11 Termination for Default**

3.11.1 KRA 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 KRA.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.11.2 In the event the KRA 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 KRA for any excess costs for such similar services.

**3.12 Termination for Insolvency**

KRA 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 KRA.

**3.13 Termination for convenience**

3.13.1 KRA 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 KRA 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 KRA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

**3.14 Resolution of Disputes**

3.14.1 KRA 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.

3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

**3.15 Governing Language**

3.15.1 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**

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

**3.17 Applicable Law**

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

**3.18 Notices**

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special Conditions of contract with reference to the General Conditions of Contract.

General Conditions of Contract Reference	Special Conditions of Contract
3.3	The bidder must ensure strict compliance with all applicable security standards.
3.6	Performance security required will be a bank guarantee in the format provided in the bidding document in the value of 10% of the contract value.
3.8	Payment terms are that payment shall be made within thirty (30) days from the date of submission of invoice.

## SECTION V - SCHEDULE OF REQUIREMENTS

(a) **General**

The Kenya Revenue Authority requires Security and Safety Services to guard its premises/operations.

(b) **Instructions on Submission of Bids**

- (i) The Tenderer must submit a two-envelope bid in the following format:  
TECHNICAL PROPOSAL comprising of the following documents  
PRESENTED IN THE ORDER GIVEN:

<b>Section</b>	<b>Document</b>
A	Tender Notice/Invitation to Tender
B	Confirmation of Submission of 2-envelope Bid
C	Tender Security
D	Confidential Business Questionnaire
E	Power of Attorney
F	Certificate of Incorporation, Memorandum and Articles of Association.
G	Manufacturer's Authorization
H	Organisation Chart
I	Key Staff Competency Profiles
J	Last 3 years Audited Accounts
K	Physical Address Details
L	Statement of Experience
M	Details of Five Major Clients
N	Anti Corruption Affidavit
O	Tax Compliance
P	NSSF and NHIF Compliance Certificates/Receipts

Presentation of the above documents in any other order will be treated as  
NON-RESPONSIVE  
FINANCIAL: PROPOSAL- comprising of:  
Tender Form and Price Schedules (only)

(ii) **Sealing and Marking of Bids:**

The inner envelopes should be clearly marked as follows:

ORIGINAL TECHNICAL	A	KRA/HQS/NCB-008/2009-2010
COPY TECHNICAL	B	KRA/HQS/NCB-008/2009-2010
ORIGINAL FINANCIAL	A	KRA/HQS/NCB-008/2009-2010
COPY FINANCIAL	B	KRA/HQS/NCB-008/2009-2010

The envelopes shall then be sealed in an outer envelope.  
The inner and outer envelopes shall be addressed to:

**Commissioner General  
Kenya Revenue Authority  
P.O Box 48240, 00100  
Nairobi.**

(c) **Tender Responsiveness Criteria**

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and suitability of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

	<b>Description of Criteria</b>
<b>1</b>	<b>Tender Submission</b> Submission of Tender Documents
<b>2</b>	<b>Company Profile</b> Attach copies of
<b>3</b>	<b>Management Profile</b> Managerial and Key Personnel Competency Profiles: Attach:
<b>4</b>	<b>Financial Resources</b> Submit: <ul style="list-style-type: none"> <li>• Last 3 years Audited Accounts</li> <li>• Last 12 months Bank Statements</li> </ul>
<b>5</b>	<b>Physical Facilities</b> Physical Address
<b>6</b>	<b>Experience</b> State number of years of experience in the provision of Security Services.
<b>7</b>	<b>Reputation</b> Submit details of five major client, summary of services rendered, value of contracts and contact person, address and telephone numbers
<b>8</b>	<b>Social Obligations</b> Submit evidence of compliance with:

**(d) Vendor Evaluation Criteria**

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 30% of the total tender evaluation.

Description	Maximum Score	Cut off Score
<b>Company Profile</b> Suitability of Service Provider	5	5
<b>Managerial and Key Personnel Competency Profiles</b> Qualification of Key Staff and Capacity to deliver service	5	3
<b>Financial Resources</b> Financial Ratios to be Evaluated: <ul style="list-style-type: none"><li>▪ Cash and Cash Equivalent : Total Assets</li><li>▪ Current Assets : Current Liabilities</li><li>▪ Working Capital</li></ul>	5	2
<b>Physical Facilities</b> Proof of physical Address and Capacity to deliver service	3	2
<b>Experience</b> No. of Continuous Years of Service required	4	2
<b>Reputation</b> Proof of Satisfactory Service.	5	3
<b>Social Obligations</b> Proof of having satisfied Key Social Obligations	3	3
<b>Total Score</b>	<b>30</b>	<b>20</b>

**5.5 Overall Tender Evaluation Criteria**

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score	Cut Off Scores
Tender Responsiveness	mandatory	requirement
Vendor Evaluation	30	20
Technical Specifications	40	30
Financial & Delivery Schedules	30	15
<b>Totals</b>	<b>100</b>	<b>63</b>

## SECTION VI - DESCRIPTION OF SERVICES

### 6.1 General

The Kenya Revenue Authority requires Security and Safety Services for its duty stations. The Contract entails provision of the following:

- Security Guards on a monthly basis
- Security Dog and Handler on a monthly basis
- Security Dog and Handler on a temporary basis
- Security Guards on Temporary Assignments
- Staff Escort within station environs
- Provision of portable security equipment i.e. hand held metal detectors, under belly motor vehicle search mirrors.
- Cash carrying services per trip
- Cash carrying services per month
- Lease of Intruder alarm equipment, motion detector, alarm sounder, linkage to local police station and/or guarding firm

### 6.2 Particulars

This tender covers the Provision of Security & Safety Services for the period 1<sup>st</sup> October 2010 to 30<sup>th</sup> September 2012. The Contract is divided into the following three (3) Lots:

**LOT 1: Lease of Intruder Alarm Equipment** countrywide fitted with motion detectors, alarm sounder and linkage of the same / existing system to local police station and/or guarding firm at Inland Stations as tabulated in the clause by clause requirements below.

**LOT 2- Guarding Services:** Provision of Guards and Security dogs countrywide (**Rift Valley, Western, Nairobi, Central, Northern and Southern Regions**)

**Lot 3: Cash In Transit Services Countrywide (Rift Valley, Western, Nairobi, Central, Northern and Southern Regions)**

Tables 1, 2 and 3 give the detailed clause-by-clause description of the required services. The Tenderer is required to provide the clause-by-clause response to the specifications and indicate clearly how the services offered meet the requirements.

*The evaluation and award of the tender shall be based on lots. Bidders may bid for one or more lots. Bidders MUST bid for ALL items in a lot.*

**TABLE 1: SERVICE SPECIFICATIONS - LEASE OF INTRUDER ALARM EQUIPMENT**

	<p><b>The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.</b></p> <p><b>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. With an exception of item 9 where bidders should indicate required details, <i>Any other response in the column will be treated as NON-RESPONSIVE.</i></b></p>																																																					
	<p align="center"><b>Technical Specifications (Service and other key requirements)</b></p>	<p align="center"><b>Bidder’s Response</b></p>																																																				
<p>1</p>	<p>The bidder shall install required equipment /System to cover the following Stations and update the existing ones:</p> <table border="1" data-bbox="275 613 1150 1247"> <tr><td>1</td><td>Forodha House, Community</td><td>14</td><td>Garissa</td></tr> <tr><td>2</td><td>Wilson Airport</td><td>15</td><td>Nakuru</td></tr> <tr><td>3</td><td>J.K.I.A</td><td>16</td><td>Eldoret</td></tr> <tr><td>4</td><td>*Forodha House, Mombasa</td><td>17</td><td>Kisii</td></tr> <tr><td>5</td><td>Malindi</td><td>18</td><td>Kericho</td></tr> <tr><td>6</td><td>Kilifi</td><td>19</td><td>Kakamega</td></tr> <tr><td>7</td><td>Lamu</td><td>20</td><td>Thika</td></tr> <tr><td>8</td><td>Voi</td><td>21</td><td>*Times Tower</td></tr> <tr><td>9</td><td>Mariakani</td><td>22</td><td>*Machakos</td></tr> <tr><td>10</td><td>Kisumu pier</td><td>23</td><td>Nyeri</td></tr> <tr><td>11</td><td>Swan Centre, Kisumu</td><td>24</td><td>Meru</td></tr> <tr><td>12</td><td>Forodha House, Kisumu</td><td>25</td><td>Embu</td></tr> <tr><td>13</td><td>Bungoma</td><td>26</td><td>Naivasha</td></tr> </table> <p>* Stations with existing equipment/systems</p>	1	Forodha House, Community	14	Garissa	2	Wilson Airport	15	Nakuru	3	J.K.I.A	16	Eldoret	4	*Forodha House, Mombasa	17	Kisii	5	Malindi	18	Kericho	6	Kilifi	19	Kakamega	7	Lamu	20	Thika	8	Voi	21	*Times Tower	9	Mariakani	22	*Machakos	10	Kisumu pier	23	Nyeri	11	Swan Centre, Kisumu	24	Meru	12	Forodha House, Kisumu	25	Embu	13	Bungoma	26	Naivasha	
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<p>2</p>	<p>The successful bidder for lease of intruder alarm and back up equipment shall supply standard and acceptable equipment recommended by respective</p>																																																					

	<p><b>The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.</b></p> <p><b>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. With an exception of item 9 where bidders should indicate required details, <i>Any other response in the column will be treated as NON-RESPONSIVE.</i></b></p>	
	<b>Technical Specifications (Service and other key requirements)</b>	<b>Bidder’s Response</b>
	security professional Associations	
3	The successful bidder for lease of intruder alarm and back up equipment shall link the same to a local contract security guarding force and or police station.	
4	Shall have Current membership Certificate of Kenya Security Industry Association (KSIA), any International Association or Protective Security Industry Association (PSIA).	
5	<b>The Automatic Intruder alarm system will be supplied complete with following minimum requirements:</b>	
	<ul style="list-style-type: none"> <li>● Bidder shall provide manufacturer’s Authorization for the equipment to be installed</li> </ul>	
	<ul style="list-style-type: none"> <li>● Must be a modern equipment which is scalable (indicate year of commissioning)</li> </ul>	
	<ul style="list-style-type: none"> <li>● Bidder shall undertake to carryout regular servicing of the equipment to be installed and provide proof of the same</li> </ul>	
	<ul style="list-style-type: none"> <li>● Provide a minimum of three key pads for arming/disarming and to cover a minimum of three zones in the protected facility</li> </ul>	
	<ul style="list-style-type: none"> <li>● Bidder shall test , commission the equipment and provide certificate as a proof of the same</li> </ul>	
6	Bidder shall be required to make a presentation and facilitate a site visit where the modern equipment has been installed	
7	Bidder shall update and maintain existing equipment/systems	

	<p>The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.</p> <p>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. With an exception of item 9 where bidders should indicate required details, <i>Any other response in the column will be treated as NON-RESPONSIVE.</i></p>	
	<b>Technical Specifications (Service and other key requirements)</b>	<b>Bidder’s Response</b>
8.1	The successful bidder shall appoint /assign skilled equipment installation and maintenance personnel with high integrity.	
8.2	The successful bidder shall undertake to conduct integrity awareness of equipment maintenance personnel jointly with KRA to sensitize them on integrity risks and Authority’s expectation.	
9	The successful bidder shall undertake to conduct integrity awareness of equipment maintenance personnel jointly with KRA to sensitize them on integrity risks and Authority’s expectation.	
9	<p>Bidders with evidence of compliance with Quality management standards i.e. ISO certification or are in the process of being certified have an added advantage.</p> <ul style="list-style-type: none"> <li>○ State whether Certified.</li> <li>○ In process of being certified.</li> </ul>	

**Bidder's Signature** ----- **Official Stamp:**----- **Date:** -----  
-----

**TABLE 2: GENERAL SERVICE SPECIFICATIONS - GUARDING SERVICES**

**The Detailed Service Specifications/Particulars are as follows:** The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum **40% of the total tender evaluation**.

**Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. Any other response in the column will be treated as NON-RESPONSIVE.**

	<p><b>The Detailed Service Specifications/Particulars are as follows:</b> The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.</p> <p><b>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. With an exception of item 22 where bidders should indicate required details, Any other response in the column will be treated as NON-RESPONSIVE.</b></p>	
	<b>Technical Specifications (Service and other key requirements)</b>	<b>Bidder’s Response</b>
1	<p>Safeguarding and protecting the KRA’s personnel, tenants, properties; materials and equipment from unauthorised use, loss, theft, trespassing, espionage and sabotage and also protect any and all none KRA’s property located at KRA’s client’s premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required to provide continuous surveillance. While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the shift supervisor and close and lock gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.</p>	n
2	<p>Ensure that all the regulations of the KRA affecting the security and Safety of property in guarded premises are carried out. A copy of regulations shall be given to the winning contractor together with other contract documents.</p>	
3	<p>Any interference to the perimeter protection of the premises to be identified and reported to KRA Security immediately.</p>	

	<p><b>The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.</b></p> <p><b>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. With an exception of item 22 where bidders should indicate required details, <i>Any other response in the column will be treated as NON-RESPONSIVE.</i></b></p>	
	<b>Technical Specifications (Service and other key requirements)</b>	<b>Bidder’s Response</b>
4	Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in KRA’s premises.	
5	All visitors and customers to the KRA’s premises to be courteously received assisted and directed.	
6	Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognisable offence.	
7	Shall prevent the occurrence of fires, explosions and other catastrophes by close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.	
8	Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security.	
9	Ensure that fire-fighting equipment remain in designated locations and are not interfered with. In addition ensure that the right fire fighting equipment is used to extinguish fire.	
10	Record all vehicles visiting the premises and verify gate-passes issued to visitors.	

	<p><b>The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.</b></p> <p><b>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. With an exception of item 22 where bidders should indicate required details, <i>Any other response in the column will be treated as NON-RESPONSIVE.</i></b></p>	
	<b>Technical Specifications (Service and other key requirements)</b>	<b>Bidder’s Response</b>
11	Implement the contractor’s right to search employees, visitors and tenants and their vehicles to ensure that no Kenya Revenue Authority property is taken from the premises without relevant authority or entry of suspicious equipment and materials.	
12	Ensure that before KRA’s property is removed authorization is obtained from the relevant authorities.	
13	Maintain an occurrence book to record daily occurrences of security interest by management and other persons concerned.	
14	Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles and bicycles.	
15	Regulate human traffic in all KRA’s stations offices and customers’ access respective service counters in an orderly manner without delay.	
16	Guard all KRA’s premises against terrorism by ensuring thorough access controls, Screening and/or searching of personnel and vehicles using own handheld metal detectors and under-search mirrors for key office premises, detect and deal with suspicious characters.	
17	The bidder must prove existence of radio network with central command by producing a valid CCK frequency license.	
18	The successful bidder shall be liable for any loss suffered by KRA caused by the contractor’s employees act of commission or omission.	

	<p>The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.</p> <p>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. With an exception of item 22 where bidders should indicate required details, <i>Any other response in the column will be treated as NON-RESPONSIVE.</i></p>	
	<b>Technical Specifications (Service and other key requirements)</b>	<b>Bidder’s Response</b>
19	The bidder shall provide security dogs and handlers in specified KRA locations.	
20	The successful bidder for guarding services shall be required to send a quick response /backup crew to the client premises at a short notice as and when emergencies occur.	
21	The bidder is expected to visit the stations concerned to do a survey and obtain certification from the Security officers, Station Managers or Property Officers. These officers will certify the visits by signing the respective Bidder’s Visit Verification Form.	
22	<p>Bidders with evidence of compliance with Quality management standards i.e. ISO certification or are in the process of being certified have an added advantage.</p> <ul style="list-style-type: none"> <li>○ State whether Certified.</li> <li>○ In process of being certified.</li> </ul>	
23	100% of the guards supplied must be trained in <b>anti terrorism, first aid, fire /safety and customer care.</b> (Provide proof of the above training from authorized and professional training organization by giving a list of at least twenty names of staff.)	
24	The successful bidders shall be required to install own guards Monitoring system that is semi or fully automated.	
25	The bidder must supply own VHF radio communication for client premises in the regions to facilitate rapid flow of information and security operations.	

	<p><b>The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.</b></p> <p><b>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. With an exception of item 22 where bidders should indicate required details, <i>Any other response in the column will be treated as NON-RESPONSIVE.</i></b></p>	
	<b>Technical Specifications (Service and other key requirements)</b>	<b>Bidder’s Response</b>
26.1	The successful bidder shall supply guards with high integrity, well uniformed and shall avail guards salary structure as a proof that personnel are well paid and properly taken care of.	
26.2	<b>The successful bidder shall undertake to conduct integrity awareness of deployed personnel jointly with KRA to sensitize them on integrity risks and Authority’s expectation.</b>	
27	The bidder must supply own portable/ hand held security equipment to include metal detectors, under belly motor vehicle search mirrors.	
28	Successful bidders shall be forwarding weekly, monthly, quarter yearly and annual security reports to the head of security covering all stations in the Regions where services are provided.	
29	Indicate strength/ number of the following key security and safety resources justifying suitability	
29.1	<ul style="list-style-type: none"> <li>• Motor cycles</li> </ul>	
29.2	<ul style="list-style-type: none"> <li>• CIT Vans</li> </ul>	
29.3	<ul style="list-style-type: none"> <li>• Security dogs</li> </ul>	
29.4	<ul style="list-style-type: none"> <li>• Radio equipment</li> </ul>	
29.5	<ul style="list-style-type: none"> <li>• Indicate No of current clients leasing your intruder alarm and back up security equipment</li> </ul>	
29.6	<ul style="list-style-type: none"> <li>• Total number of guards</li> </ul>	

	<p>The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.</p> <p>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. With an exception of item 22 where bidders should indicate required details, <i>Any other response in the column will be treated as NON-RESPONSIVE.</i></p>	
	<b>Technical Specifications (Service and other key requirements)</b>	<b>Bidder’s Response</b>
30	<p>Attach Current membership Certificate of Kenya Security Industry Association (KSIA), any International Association or Protective Security Industry Association (PSIA).</p>	

**Bidder's Signature** ----- **Official Stamp:**----- **Date:** -----  
-----

**LOT 3 - CASH IN TRANSIT SERVICES:** Provision of Cash in Transit Services

**TABLE 3: SERVICE SPECIFICATIONS - CIT Services**

	<p><b>The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.</b></p> <p><b>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. With an exception of item 30 where bidders should indicate required details, <i>Any other response in the column will be treated as NON-RESPONSIVE.</i></b></p>	
	<b>Technical Specifications (Service and other key requirements)</b>	<b>Bidder’s Response</b>
1	Provide special-purpose vehicles designed for the cash services	
2	The successful bidder for Cash carrying services shall be required to have branches and existing network in the Regions where Cash Carrying lot is tendered for.	
3	Current membership Certificate of Kenya Security Industry Association (KSIA), any International Association or Protective Security Industry Association (PSIA).	
4	Provide portraits of CIT crew supervisors who shall be serving KRA stations.	
5	Must ensure that CIT service vehicles are fitted with tracking system	
6	Indicate strength/ number of CIT vans and branch offices countrywide justifying suitability	
7.1	The successful bidder shall supply CIT crew/supervisors with high integrity and well uniformed.	
7.2	The successful bidder shall undertake to conduct integrity awareness of assigned CIT personnel/ Supervisor jointly with KRA to sensitize them on integrity risks and Authority’s expectation	
8	<p>Bidders with evidence of compliance with Quality management standards i.e. ISO certification or are in the process of being certified have an added advantage.</p> <ul style="list-style-type: none"> <li>○ State whether Certified.</li> <li>○ In process of being certified.</li> </ul>	

**Bidder's Signature** ----- **Official Stamp:**----- **Date:** -----  
-----

**SECTION VII- PRICE SCHEDULE FOR SECURITY AND SAFETY SERVICES**

Name Tenderer .....Tender Number .....Page ... .. of  
 ..... of

**Price Schedule Lot 1: LEASE OF INTRUDER ALARM EQUIPMENT**

No.	Station	Rate @ month	Rate @ year	Other Costs	Total Cost
1	Forodha House, Community				
2	Wilson Airport				
3	J.K.I.A				
4	Forodha House, Mombasa				
5	Malindi				
6	Kilifi				
7	Lamu				
8	Voi				
9	Mariakani				
10	Kisumu pier				
11	Swan Centre, Kisumu				
12	Forodha House, Kisumu				
13	Bungoma				

No.	Station	Rate @ month	Rate @ year	Other Costs	Total Cost
14	Garissa				
15	Nakuru				
16	Eldoret				
17	Kisii				
18	Kericho				
19	Kakamega				
20	Thika				
21	Times Tower				
22	*Machakos				
23	Nyeri				
24	Meru				
25	Embu				
26	Naivasha				

Note: In case of discrepancy between unit price and total, the unit price shall prevail. Indicate both Non-profit sharing and profit-Sharing rates

**Bidder's Signature** -----  
----- **Date:** -----

**Official Stamp:**-----

## Price Schedule Lot 2:: PROVISION OF GUARDING SERVICES

	Station	Description of Property	Number of Day/Night Guards required	Bidder's Proposed No. of Guards	Rate @ Guard	Total Cost (4x5)	Total @ Year (6x12)
	1	2	3	4	5	6	7
<b>1</b>	<b>RIFT VALLEY REGION</b>						
1.1	Loitokitok	Offices/Residential	4+ 1Dog & 1Dog Handler				
1.2	Nakuru	Offices	4				
1.3	Eldoret	Offices	6				
1.4	Namanga	Offices/Residential	5+ 1Dog & 1Dog Handler				
1.5	Naivasha	Offices	2				
	<b>SUB – TOTAL</b>		<b>21 &amp; 2 Dog + 2 Handlers</b>				
<b>2</b>	<b>WESTERN REGION</b>						
2.1	Kisii	Offices	4				
2.2	Isebania	Offices/Residential	4				
2.3	Milimani	Residential	4				
2.4	Robert Ouko	Residential	2				
2.5	Swan Centre- Kisumu	Offices	8				
2.6	Forodha House Kisumu	Offices	5+1Dog & 1Dog Handler				

	Station	Description of Property	Number of Day/Night Guards required	Bidder's Proposed No. of Guards	Rate @ Guard	Total Cost (4x5)	Total @ Year (6x12)
	1	2	3	4	5	6	7
2.7	Kakamega	Offices	4				
2.8	Bungoma	Offices	4				
2.9	Busia	Offices	4				
2.10	Pier (Marine) – Kisumu	Offices	4				
	<b>SUB – TOTAL</b>		<b>39 &amp; 1 Dog + 1Handler</b>				
<b>3</b>	<b>CENTRAL REGION</b>						
3.1	Times Tower	Offices	74				
3.2	Forodha House airobi	Offices	12				
3.3	Wilson Airport	Offices	5				
3.4	Langata	Residential	11 + 1Dog & 1Dog Handler				
3.5	South'C'(A)	Residential	4				
3.6	South'C'(B)	Residential	4				
3.7	Mawenzi (A)	Residential	4 + 1Dog & 1Dog Handler				
3.8	Mawenzi (B)	Residential	4 +1Dog & 1Dog Handler				

	Station	Description of Property	Number of Day/Night Guards required	Bidder's Proposed No. of Guards	Rate @ Guard	Total Cost (4x5)	Total @ Year (6x12)
	1	2	3	4	5	6	7
3.9	Embakasi	Residential	4				
3.10	Forodha House- JKIA and Cargo Centre	Warehouse /Offices	8+ 1Dog & 1Dog Handler				
3.11	VIP	Residential	1				
3.12	Mlolongo	Office	3				
	<b>SUB - TOTAL</b>		<b>134 &amp; 4 Dog + 4 Handlers</b>				
<b>4</b>	<b>NORTHERN REGION</b>						
4.1	Machakos	Offices	3				
4.2	Garissa	Offices	4				
	<b>SUB - TOTAL</b>		<b>7</b>				
<b>5</b>	<b>SOUTHERN REGION</b>						
5.1	KRATI- Mombasa/ Bamburi Junior Quarters	Training School	9+2Dog & 2Dog Handler				
5.2	Forodha House Mombasa	Offices	15				
5.3	Bamburi senior quarters (Customs)	Residential	4				

	Station	Description of Property	Number of Day/Night Guards required	Bidder's Proposed No. of Guards	Rate @ Guard	Total Cost (4x5)	Total @ Year (6x12)
	1	2	3	4	5	6	7
5.4	Miritini I	Residential	4				
5.5	Miritini II	Residential	7				
5.6	Changamwe	Residential	4				
5.7	Soweto	Residential	6 + 1Dog & 1Dog Handler				
5.8	Baxton	Residential	4				
5.9	Nyerere Avenue (Mbaraki)	Residential	4				
5.10	Migadini	Residential	4				
5.11	Taveta	Offices/Residential	2				
5.12	Lunga Lunga	Offices/Residential	3				
5.13	Malindi	Offices	4				
5.14	Malindi	Warehouse	2				
5.15	Kilifi	Offices	2				
5.16	Voi	Offices	2				
5.17	Bamburi Senior Quarters (Nakumatt)	Residential	5				

	Station	Description of Property	Number of Day/Night Guards required	Bidder's Proposed No. of Guards	Rate @ Guard	Total Cost (4x5)	Total @ Year (6x12)
	1	2	3	4	5	6	7
5.18	Kilindini Port (Gate 18)	Offices	4				
5.18	Kilindini Port (Shed 5)	Offices	4				
5.19	Mariakani	Offices	2				
	<b>SUB - TOTAL</b>		<b>92 &amp; 3 Dog + 3 Handlers</b>				
	<b>GRAND TOTAL</b>						

Note: Incase of discrepancy between unit price and total, the unit price shall prevail. Indicate both Non-profit sharing and profit-Sharing rates

**Bidder's Signature** ----- **Official Stamp:**-----  
----- **Date:** -----

**PRICE SCHEDULE LOT 3:: PROVISION OF CASH IN TRANSIT SERVICES**

Rift Valley and Western Regions					
S/NO	STATION	BANK	TRIPS PER WEEK	RATE PER TRIP	RATE PER MONTH
1	ELDORET	CBK, ELDORET	5		
2	ELDORET AIRPORT	NBK, ELDORET	3		

3	KERICHO	KCB, KERICHO	5		
4	NAKURU	KCB, NAKURU	5		
5	BUSIA	NBK, BUSIA	5		
6	ISEBANIA	KCB, MIGORI	3		
7	KAKAMEGA	KCB, KAKAMEGA	5		
8	KISII	KCB, KISII	5		
9	MALABA	KCB, MALABA	5		
10	KISUMU SWAN CENTRE	CBK, KISUMU	5		
11	KISUMU AIRPORT	NBK, KISUMU	5		
12	BUNGOMA	NBK,BUNGOMA	5		
<b>Nairobi, Central and Northern Regions</b>					
<b>SNO</b>	<b>STATION</b>	<b>BANK</b>	<b>TRIPS PER WEEK</b>	<b>RATE PER TRIP</b>	<b>RATE PER MONTH</b>
1	FORODHA HOUSE COMMUNITY	Cash office, TIMES TOWER	5		
2	NYERI	KCB, NYERI	5		
3	THIKA	KCB, THIKA	5		
4	EMBU	KCB, EMBU	5		
5	MERU	KCB, MERU	5		

6	MACHAKOS	KCB, MACHAKOS	5		
<b>Southern Region</b>					
<b>SNO</b>	<b>STATION</b>	<b>BANK</b>	<b>TRIPS PER WEEK</b>	<b>RATE PER TRIP</b>	<b>RATE PER MONTH</b>
1	FORODHA HOUSE MOMBASA	CBK, MOMBASA	5		
2	LUNGA LUNGA & SHIMONI	NBK, MOMBASA	1		
3	MALINDI	KCB, MALINDI	5		
4	MALINDI AIRPORT	KCB, MALINDI	2		
5	TAVETA	KCB, TAVETA	3		
6	VOI	KCB, VOI	5		

Note: In case of discrepancy between unit price and total, the unit price shall prevail. Indicate both Non-profit sharing and profit-Sharing rates

**Bidder's Signature** ----- **Official Stamp:**-----  
----- **Date:** -----

## SECTION VIII - STANDARD FORMS

### Notes on the Sample Forms

- 1 *Form of Tender-* The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 2 *Confidential Business Questionnaire Form -*This form must be completed by the tenderer and submitted with the tender documents.
- 3 *Tender Security Form-* When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 4 *Contract Form-* The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 5 *Performance Security Form-* The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6 *Bank Guarantee for Advance Payment Form-* When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 7 *Manufacturers Authorization Form-* When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
- 8 *Anti Corruption Affidavit* This form will be completed by the bidder's authorized representative and it must be sworn before a commissioner of oaths or equivalent according to applicable laws in the country of the bidder.

## 8.1 FORM OF TENDER

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

To: KENYA REVENUE AUTHORITY  
P. O. BOX 48240 – 00100 NAIROBI.

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c ) whichever applies to your type of business; and Part 3.

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

<b>Part 1 – General</b>							
1.1	Business Name ..... .....						
1.2	Location of Business Premises. ..... .....						
1.3	Plot No..... Street/Road Postal Address ..... Tel No. .... Fax ..... E mail .....						
1.4	Nature of Business ,.....						
1.5	Registration Certificate No. ..... .....						
1.6	Maximum Value of Business which you can handle at any one time – Kshs.						
1.7	Name of your Bankers .....Branch .....						
<b>Part 2 (a) – Sole Proprietor</b>							
2a.1	Your Name in Full ..... Age .....						
2a.2	Nationality ..... Country of Origin ..... <ul style="list-style-type: none"> <li>• Citizenship Details ..... .....</li> </ul>						
<b>Part 2 (b) Partnership</b>							
2b.1	Given details of Partners as follows:						
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;"><u>Name</u></th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;"><u>Nationality</u></th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;"><u>Citizenship Details</u></th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">1.....</td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	1.....		
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>					
1.....							

.....  
 .....  
 2.....  
 .....  
 .....  
 3.....  
 .....  
 .....  
 4.....  
 .....  
 .....

**Part 2 (c) – Registered Company**

2c.1 Private or Public  
 .....

2c.2 State the Nominal and Issued Capital of Company-  
 Nominal Kshs.  
 .....  
 Issued Kshs.  
 .....

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>
<u>Shares</u>		
1.....	.....	.....
.....	.....	.....
2.....	.....	.....
.....	.....	.....
3.....	.....	.....
.....	.....	.....
4.....	.....	.....
.....	.....	.....
5.....	.....	.....
.....	.....	.....

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes \_\_\_\_\_ No \_\_\_\_\_

3.2 If answer in '3.1' is **YES** give the relationship.  
 .....  
 .....  
 .....

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.  
 .....  
 .....  
 .....

.....  
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes \_\_\_\_\_ No \_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.  
.....  
.....  
.....  
.....  
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES \_\_\_\_\_ No \_\_\_\_\_

3.8 If answer in '3.7' above is **YES** give details:  
.....  
.....  
.....  
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes \_\_\_\_\_ No \_\_\_\_\_

3.10 If answer in '18' above is **YES** give details  
.....  
.....  
.....  
.....  
.....

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

Date ..... Signature of Candidate  
.....

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

### 8.3 TENDER SECURITY FORM

Whereas .....[name of the tenderer]
(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender ] for the provision of .....
[name and/or description of the services]
(hereinafter called "the Tenderer").....
KNOW ALL PEOPLE by these presents that WE.....
Of.....having registered office at
[name of KRA](hereinafter called "the Bank")are bound unto.....
[name of KRA](hereinafter called "the KRA") in the sum of .....
for which payment well and truly to be made to the said KRA, 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 KRA 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 KRA up to the above amount upon receipt of its first written demand, without the KRA having to substantiate its demand, provided that in its demand the KRA 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]
<i>(Amend accordingly if provided by Insurance Company)</i>

## 8.4 CONTRACT FORM

<p>THIS AGREEMENT made the ___ day of ____ 20___ between.....[name of KRA] of .....[country of KRA](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.</p>
<p>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]</p>
<p>NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:</p>
<p>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.</p>
<p>2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:</p>
<p>(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.</p>
<p>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</p>
<p>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.</p>
<p>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.</p>
<p>Signed, sealed, delivered by _____ the _____ (for the Procuring entity)</p>
<p>Signed, sealed, delivered by _____ the _____ (for the tenderer)</p>
<p>in the presence of _____.</p>

## 8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

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]*

## 8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

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 ..... ..... <i>[amount of guarantee in figures and words].</i>
We, the ..... .....
<i>[bank or financial institution]</i> , 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 <span style="float: right;"><i>[amount of guarantee in figures and words].</i></span>
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 <i>[date]</i> .
Yours truly,
Signature                      and                      seal                      of                      the                      Guarantors _____ <i>[name of bank or financial institution]</i>
_____ <i>[address]</i>
_____ <i>[date]</i>



## LETTER OF NOTIFICATION OF AWARD

Kenya Revenue Authority  
P.O Box 48240 – 00100,  
Nairobi.

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 whose particulars appear below on the subject matter of this Letter of Notification of Award.

Deputy Commissioner,  
Procurement & Supplies Services,  
Haile Selassie Avenue, Times Tower, 25<sup>th</sup> Floor  
Telephone: +254-020-2817022  
Facsimile: +254-020-215809

FOR: **Commissioner General**



**REPUBLIC OF KENYA**  
**IN THE MATTER OF OATHS AND STATUTORY DECLARATION**  
**ACT CHAPTER 15 OF THE LAWS OF KENYA**  
**AND**  
**IN THE MATTER OF THE PUBLIC PROCUREMENT AND**  
**DISPOSAL ACT, NO. 3 OF 2005.**

I, ..... of P. O. Box .....  
being a resident of ..... in the Republic of Kenya  
do hereby make oath and state as follows: -

**THAT** I am the Chief Executive/Managing Director/Principal Officer /Director of ..... (name of the Candidate) which is a Candidate in respect of Tender Number ..... to supply goods, render services and/or carry out works for Kenya Revenue Authority and duly authorized and competent to make this Affidavit.

**THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity.

**THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority.

**THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

**SWORN** at ..... by the said }

..... }

**Name of Chief Executive/Managing Director/ }**

**Principal Officer/Director }**

**on this ..... day of ..... 20... }**

}

}

}

**DEPONENT**

**Before me }**

}

}

}

}

**Commissioner for Oaths }**