

REPUBLIC OF KENYA
MINISTRY OF FOREIGN AFFAIRS
P. O. BOX 30551-00100
NAIROBI



TENDER
FOR

PROVISION OF INTERNATIONAL
COURIER SERVICES

TENDER NO. MFA/RT/009/2020-2022

TENDER LAUNCHED ON: 26th March, 2021
CLOSING DATE: 6th April, 2021

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REPUBLIC OF KENYA
MINISTRY OF FOREIGN AFFAIRS

INVITATION TO TENDER
PROVISION OF INTERNATIONAL COURIER SERVICES
TENDER NO. MFA/RT/009/2020-2022

Ministry of Foreign Affairs invites sealed tenders from eligible candidates for the provision of International Courier Services for a period of 24 months. Invited/Interested eligible candidates may obtain further information about the tender document at Ministry of Foreign Affairs, Old Treasury Building, Harambee Avenue. Room 504 during normal working hours.

A complete set of tender documents may also be obtained from the Ministry's website : <https://www.mfa.go.ke>.

Prices quoted should be net inclusive of all taxes, and must be expressed in Kenya shillings and shall remain valid for a period of 180 days from the closing date of the tender.

Completed tender documents should be deposited in the tender box located at the Reception ground floor on or before **Tuesday, 6th April, 2021 10:00am**

HEAD, SUPPLY CHAIN MANAGEMENT
FOR: PRINCIPAL SECRETARY

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be nil.

2.3 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) Form of tender
 - vi) Price schedules
 - vii) Contract form
 - viii) Confidential business questionnaire form
 - ix) Tender security form
 - x) Performance security 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 documents 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 the prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be NIL

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

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) Cash.
- b) A bank guarantee.

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

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

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:

- (i) to sign the contract in accordance with paragraph 30
- or**
- (ii) to furnish performance security in accordance with paragraph 31.

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

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 180 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare the tender document and submit them to the office of the Head Supply Chain Management Services.

2.14.2 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 un-amended 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 Deadline for Submission of Tenders

2.15.1 Tenders must be received by the Procuring Entity not later than **Tuesday, 6th April, 2021 10:00am**

2.15.2 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 Modification and withdrawal of tenders

2.16.1 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.

2.16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.16. 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.

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

2.16.4 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.

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

2.16.6 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.

2.17 Opening of Tenders

2.17.1 The Procuring entity will open all tenders **on Tuesday, 6th April, 2021 at 10.00am at the Ministry of Foreign Affairs Building, 2nd floor conference, room 218.**

2.17.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be recorded at the opening.

2.17.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers will have made the request.

2.18 Clarification of tenders

2.18.1 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.

2.18.2 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.

2.19 Preliminary Examination and Responsiveness

- 2.19.1 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.
- 2.19.2 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.
- 2.19.3 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.
- 2.19.4 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.
- 2.19.5 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.

2.20 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.

2.21 Evaluation and comparison of tenders.

- 2.21.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.21.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.21.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

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

(a) ***Operational Plan.***

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

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

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

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

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

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

2.23 Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

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

2.25 Procuring entity's Right to Vary quantities

- 2.25.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.26 Procuring entity's Right to Accept or Reject Any or All Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.27 Notification of award

2.27.1 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.

2.27.2 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.

2.27.3 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.

2.28 Signing of Contract

2.28.1 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.

2.28.2 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.

2.28.3 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.

2.29 Performance Security

2.29.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 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.
- 2.30.2 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;
- 2.30.3 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 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	Particulars of appendix to instructions to tenderers
2.1.1	Particulars of eligible tenderers: Open to all invited/Interested firms. This is a restricted tender under Section 102 (1) (c) of the Act which is open to all interested bidders
2.1.4	The address for clarification of Tender documents is Attention: The Head Supply Chain Management, Ministry of Foreign Affairs, PO Box 30551 – 00100, Nairobi, Kenya
2.8.1	Bidders are requested to complete the form of tender indicating the amount for each lot. (I-IV)
2.9.1	The price shall be fixed
2.10.1	Particulars of other currencies allowed: Kenya Shillings
	Specify the target group for preference or reservations – Not Applicable. <ul style="list-style-type: none"> • However firms owned by youth, women and persons with disabilities should attach valid certificate
2.11	Particulars of eligibility and qualifications documents of evidence required: <ul style="list-style-type: none"> • Company Profile • Attach certificate of registration/incorporation • Must attach valid tax compliance • Fully filled and signed form of Tender • Confidential business questionnaire fully filled and signed • Duly filled tender declaration form • Price comparison schedule • Valid licence to provide courier services

2.12	Particulars of tender security if applicable. Filled and signed tender securing declaration form																						
	Alternative Tenders to the requirements of the Tender documents will be permitted.- None																						
2.13.1	The Tender validity period shall be 180 days .																						
2.14.1	The number of copies of the Tender to be completed and returned are one Original and three copies																						
2.16.1	Tender shall be submitted to the office of the Head Supply Chain Management. The deadline for bid submission is: Date: Tuesday, 6th April, 2021 Time: 10.00am local time																						
2.18.1	The Tender opening shall take place at: Ministry headquarters Date: Tuesday, 6th April, 2021 10:00am																						
2.20.1	<p>The Preliminary evaluation shall be mandatory: The evaluation shall adopt YES/ No Approach. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents;</p> <table border="1"> <thead> <tr> <th>S/No.</th> <th>Requirements</th> <th>Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Must submit a copy of certificate of registration / incorporation</td> <td></td> </tr> <tr> <td>2.</td> <td>Must submit a copy of valid tax compliance certificate</td> <td></td> </tr> <tr> <td>3.</td> <td>Must fill the price schedule</td> <td></td> </tr> <tr> <td>4.</td> <td>Fill and sign the form of tender (with Bid validity-180 days)</td> <td></td> </tr> <tr> <td>5.</td> <td>Must submit a dully filled up and stamped confidential business questionnaire form.</td> <td></td> </tr> <tr> <td>6.</td> <td>Duly filled and signed tender securing declaration form</td> <td></td> </tr> </tbody> </table>		S/No.	Requirements	Responsive or Not Responsive	1.	Must submit a copy of certificate of registration / incorporation		2.	Must submit a copy of valid tax compliance certificate		3.	Must fill the price schedule		4.	Fill and sign the form of tender (with Bid validity-180 days)		5.	Must submit a dully filled up and stamped confidential business questionnaire form.		6.	Duly filled and signed tender securing declaration form	
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6.	Duly filled and signed tender securing declaration form																						
2.21.1	The currency that shall be used for bid evaluation and comparison purposes is: <i>Kenya Shillings</i>																						
2.22.1	<p>Evaluation and Comparison of Tenders (Technical Evaluation) The bidder will be evaluated on the technical submissions and only tenders attaining 80% marks and above in the technical evaluation will proceed to the next stage of the procurement process. The technical proposals will be evaluated using the following criteria format: Scores for</p>																						

specific technical evaluation requirements will be distributed as follows:

S/No	Evaluation Attributes	Weighting Scores	Max Scores
1	Attach company profile.	<ul style="list-style-type: none"> Company Profile – 5 marks 	15
2	Provide a list of clients and references to which the company has provided similar services.	<p>5 clients with recommendation letters from the clients – 5 marks each</p> <p>Less than 5 clients – 2 marks each</p> <p>List of clients with out letters - 1 marks each</p>	15
3	Provide evidence of training	<ul style="list-style-type: none"> Details of at least 3 certifications and/or training with proof- 5marks each Details of three certification without proof- 3 	10
4	Physical facilities - Provide details of physical address and contacts – attach evidence	<ul style="list-style-type: none"> Details of motor vehicles used for courier services, motorbikes (or any means of transport) 	10
5	Provide 4 relevant orders / contracts from different corporate / government ministry / department with values of at least Ksh 200, 000.00 each.	<p>Four (4 No) relevant orders with value of Ksh 200,000 – 3marks each</p> <p>Orders with values less than Ksh 200,000 – Nill mark.</p>	10
6	Work program / operation plan / schedule of courier services / work plan	Provide details as indicated on special conditions of contract – Other Conditions	10

	7	Submit bank statement for the last 6 months and bank details	1 mark for each month	5
	8	Experience	Evidence of past experience in international Logistics	15
	9	Offices	Offices in 5 International countries	10
		Total		100
The contract will be awarded on the basis of the lowest evaluated bidder with a minimum score of 80%				
2.24.1	Particulars of post – qualification if applicable: Post-qualification will <i>“be undertaken”</i>			
2.29.1	Particulars of performance security if applicable: The amount shall be: 5% of contract sum from a reputable bank or insurance company valid for two years.			

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

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

3.5 Performance Security

- 3.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance

security where applicable in the amount specified in Special Conditions of Contract.

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

3.6 Inspections and Tests

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

3.7 Payment

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

3.8 Prices

3.8.1 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 the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

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

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 Termination for convenience

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

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

Resolution of disputes

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

3.13.2 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.

3.13 Governing Language

3.14.1 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.

3.14 Force Majeure

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

3.15 Applicable Law.

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

3.16 Notices

3.17.1 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

3.17.1A 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
3.6	Specify performance security if applicable: 5% of contract sum from a reputable bank or insurance company
3.8	Payments will be made on quarterly basis after the services have been rendered.
3.9	Specify price adjustments allowed. None
13.2	Specify resolution of disputes: Arbitration by the Nairobi Center for International Arbitration
3.5	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: The Principal Secretary Ministry of Foreign Affairs Old Treasury Building, Harambee Avenue P.O. Box 30551 – 00100 Nairobi

Other conditions;

- The contract prices shall be valid for 24 months.
- Contractor should provide **details / work plan** of how he/she intends to execute the contract and should as a minimum contain the following:
 1. A work scheme specifying the daily and other periodic frequency with which the contractor intends to execute the main task for each area or surface relating to the service to be contracted.
 2. An organization chart indicating man power strength
 3. An illustration of how the equipment will be deployed in relation to specific areas / surface of the service to be contracted. Indicate the work plan; Which should include
 - a) Number of staff to be deployed in each specific areas of service as provided in the Scope of Work Schedules. This shall include their intended wage rate, which shall be in accordance to the labour law. Attach evidence e.g. payroll and/or pays lips for wage rates paid for at least 10 workers for two months.
 - b) Training Schedule
 - c) A Supervisor daily checklist

- d) Equipment and Machines to be used to achieve intended purpose in all areas.
 - e) Emergency or contingency measures in terms of staffing for any eventuality.
 - f) Type of chemicals and detergents to be used.
4. Cleaning schedules

THE CONTRACT IS TO RUN FOR A PERIOD OF 24 MONTHS

SECTION IV: DESCRIPTION OF SERVICES

PROVISION OF INTERNATIONAL COURIOR SERVICES

This tender is for the provision of International courier services on a weekly basis for the Ministry of Foreign Affairs both inbound and outbound from all the 58 diplomatic Missions abroad.

This contract will also be expected to run for a period of twenty four (24) months which is an equivalent of two (2No) years.

SECTION V: TECHNICAL SPECIFICATIONS

Technical Specifications

SECTION V – SCHEDULE OF REQUIREMENTS

The following services entail dispatching and receiving diplomatic bags to the Missions abroad and from the Ministry of Foreign Affairs headquarters as per details given below:

- ❖ Special diplomatic bag may be dispatched in special circumstances
- ❖ All outgoing mails for a particular dispatch day must be in the foreign dispatch unit latest by 1.00 pm

S/No	MISSION	OUTBOUND NBO to _____	INBOUND _____ to NBO	Delivery Schedule after dispatch
1	Abu Dhabi	Once a week	Once a week	One-two days
2	Abuja	Once a week	Once a week	One-two days
3	Accra	Once a week	Once a week	One-two days
4	Addis Ababa	Once a week	Once a week	One-two days
5	Algiers	Once a week	Once a week	One-two days
6	Ankara	Once a week	Once a week	One-two days
7	Bangkok	Once a week	Once a week	One-two days
8	Beijing	Once a week	Once a week	One-two days
9	Berlin	Once a week	Once a week	One-two days
10	Bern	Once a week	Once a week	One-two days
11	Brasilia	Once a week	Once a week	One-two days
12	Brussels	Once a week	Once a week	One-two days
13	Bujumbura	Once a week	Once a week	One-two days
14	Cairo	Once a week	Once a week	One-two days
15	Canberra	Once a week	Once a week	One-two days
16	Dakar	Once a week	Once a week	One-two days
17	DarEs Salaam	Once a week	Once a week	One-two days
18	Djibouti	Once a week	Once a week	One-two days
19	Doha	Once a week	Once a week	One-two days
20	Dubai	Once a week	Once a week	One-two days
21	Dublin	Once a week	Once a week	One-two days
22	Gaborone	Once a week	Once a week	One-two days
23	Geneva	Once a week	Once a week	One-two days
24	Hague	Once a week	Once a week	One-two days
25	Harare	Once a week	Once a week	One-two days
26	Havana	Once a week	Once a week	One-two days
27	Islamabad	Once a week	Once a week	One-two days

28	Juba	Once a week	Once a week	One-two days
29	Kampala	Once a week	Once a week	One-two days
30	Khartoum	Once a week	Once a week	One-two days
31	Kigali	Once a week	Once a week	One-two days
32	Kinshasa	Once a week	Once a week	One-two days
33	Kuala Lumpur	Once a week	Once a week	One-two days
34	Kuwait	Once a week	Once a week	One-two days
35	London	Once a week	Once a week	One-two days
36	Los Angeles	Once a week	Once a week	One-two days
37	Luanda	Once a week	Once a week	One-two days
38	Lusaka	Once a week	Once a week	One-two days
39	Madrid	Once a week	Once a week	One-two days
40	Mogadishu	Once a week	Once a week	One-two days
41	Moscow	Once a week	Once a week	One-two days
42	Muscat	Once a week	Once a week	One-two days
43	New Delhi	Once a week	Once a week	One-two days
44	New York	Once a week	Once a week	One-two days
45	Ottawa	Once a week	Once a week	One-two days
46	Paris	Once a week	Once a week	One-two days
47	Paris UNESCO	Once a week	Once a week	One-two days
48	Pretoria	Once a week	Once a week	One-two days
49	Riyadh	Once a week	Once a week	One-two days
50	Rome	Once a week	Once a week	One-two days
51	Seoul	Once a week	Once a week	One-two days
52	Stockholm	Once a week	Once a week	One-two days
53	Tehran	Once a week	Once a week	One-two days
54	Tel Aviv	Once a week	Once a week	One-two days
55	Tokyo	Once a week	Once a week	One-two days
56	Vienna	Once a week	Once a week	One-two days
57	Washington	Once a week	Once a week	One-two days
58	Windhoek	Once a week	Once a week	One-two days

SECTION VI – PRICE SCHEDULE -OUTBOUND

	OUTBOUND			
S/No	MISSION	1KG	5KG	10KG
1	Abu Dhabi			
2	Abuja			
3	Accra			
4	Addis Ababa			
5	Algiers			
6	Ankara			
7	Bangkok			
8	Beijing			
9	Berlin			
10	Bern			
11	Brasilia			
12	Brussels			
13	Bujumbura			
14	Cairo			
15	Canberra			
16	Dakar			
17	Dar Es Salaam			
18	Djibouti			
19	Doha			
20	Dubai			
21	Dublin			
22	Gaborone			
23	Geneva			
24	Hague			
25	Harare			
26	Havana			
27	Islamabad			
28	Juba			
29	Kampala			
30	Khartoum			
31	Kigali			
32	Kinshasa			
33	Kuala Lumpur			
34	Kuwait			
35	London			
36	Los Angeles			
37	Luanda			
38	Lusaka			
39	Madrid			

40	Mogadishu			
41	Moscow			
42	Muscat			
43	New Delhi			
44	New York			
45	Ottawa			
46	Paris			
47	Paris UNESCO			
48	Pretoria			
49	Riyadh			
50	Rome			
51	Seoul			
52	Stockholm			
53	Tehran			
54	Tel Aviv			
55	Tokyo			
56	Vienna			
57	Washington			
58	Windhoek			

SECTION VII – PRICE SCHEDULE -INBOUND

	OUTBOUND			
S/No	MISSION	1KG	5KG	10KG
1	Abu Dhabi			
2	Abuja			
3	Accra			
4	Addis Ababa			
5	Algiers			
6	Ankara			
7	Bangkok			
8	Beijing			
9	Berlin			
10	Bern			
11	Brasilia			
12	Brussels			
13	Bujumbura			
14	Cairo			
15	Canberra			
16	Dakar			

17	Dar Es Salaam			
18	Djibouti			
19	Doha			
20	Dubai			
21	Dublin			
22	Gaborone			
23	Geneva			
24	Hague			
25	Harare			
26	Havana			
27	Islamabad			
28	Juba			
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30	Khartoum			
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49	Riyadh			
50	Rome			
51	Seoul			
52	Stockholm			
53	Tehran			
54	Tel Aviv			
55	Tokyo			
56	Vienna			

57	Washington			
58	Windhoek			

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

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

REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I 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

<i>Part I- General :</i>	
Business Name	
Location of business premises.....	
Plot No.	
Street/Road.....	
Postal Address.....Tel. No.....	
Nature of business.....	
Current Trade Licence No.....Expiring date.....	
Maximum value of business which you can handle at any one time : K£.....	
Name of your bankers.....Branch	

<input type="checkbox"/>	<p><i>Part 2 (a) – Sole Proprietor</i></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of origin.....</p> <p>*Citizenship details.....</p>																				
<input type="checkbox"/>	<p><i>Part 2 (b) Partnership</i></p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Shares</th> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Shares	Name	Nationality	Citizenship Details
Shares	Name	Nationality	Citizenship Details																		
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<input type="checkbox"/>	<p><i>Part 2 (c) – Registered Company:</i></p> <p>Private or Public.....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal K£.....</p> <p style="padding-left: 40px;">Issued K£.....</p> <p>Given details of all directors as follows:-</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 35%; text-align: center;"><i>Name</i></th> <th style="width: 25%; text-align: center;"><i>Nationality</i></th> <th style="width: 30%; text-align: center;"><i>Citizenship Details</i></th> </tr> </thead> <tbody> <tr> <td><i>Shares</i></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1. 1.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>				1. 1.			2.			3.			4.			5.		
	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>																										
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1. 1.																												
2.																												
3.																												
4.																												
5.																												
<p style="text-align: center;">DateSignature of</p> <p>Candidate.....</p>																													

*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

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]

TENDER-SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
 - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
 - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ... day
of20.....

SIGNED
Board Secretary
