



**CENTRE FOR MATHEMATICS, SCIENCE AND TECHNOLOGY
EDUCATION IN AFRICA (CEMASTEA)**

TENDER DOCUMENT

FOR

SECURITY SERVICES

TENDER NO. CEMASTEА/SE/14/2019-2020

Karen-Bogani road Junction

P.O. Box 24214-00502

TEL: +254 020 2044406

NAIROBI, KENYA.

Email: director@cemastea.ac.ke

Website: www.cemastea.ac.ke

FRAMEWORK AGREEMENT

**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER
DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID**

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SECTION I – INVITATION TO TENDER

Date: 15/1/19

Tender REF No: CEMASTEА/SE/14/2019-2020

Tender name (Security Services)

1.1 CEMASTEА invites sealed tenders from eligible candidates for the Provision of Security services around the entire compound and areas immediately outside CEMASTEА compound .

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at from CEMASTEА Supply-Chain office, located of the junction of Karen-Bogani road, next to Blixen Museum during normal working hours.

1.3 A complete tender document may be obtained by interested candidates upon payment of a non-refundable fee of ksh1, 000/- in cash or bankers cheque payable to CEMASTEА.

1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (150) days from the closing date of the tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at outside the Deputy-Director's office at the Centre for Mathematics, Science and Technology Education in Africa or be addressed and posted to **_The Centre for Mathematics, Science and Technology Education in Africa, P.O. Box 24214-00502** so as to be received on or before **Wednesday 30th January 2019 at 11.00am.**

1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Dining Hall Annex at CEMASTEА.

**THE DIRECTOR
CEMASTEА
P.O Box 24214-00502
Karen, NAIROBI**

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Ksh.1, 000/=.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements

- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, 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 and **shall be within the existing market rates.**

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 60 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 in Instructions to Tenderers

2.11 **Tenderers Eligibility and Qualifications.**

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

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

2.12 **Tender Security**

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

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

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

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

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

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

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

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

2.12.7 The tender security may be forfeited:

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

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

(i) to sign the contract in accordance 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 150 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may extend the period of validity. The said extension shall be made in writing and communicated to

the tenderers through post, emails or text messages. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may reject the extension without forfeiting its tender security.

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 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 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as —ORIGINAL‡ and —COPY.‡ The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

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

(b) bear, tender number and name in the invitation to tender and the words:
—DO NOT OPEN BEFORE **Wednesday 30th January 2019.**

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Wednesday 30th January 2019**

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

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

2.17 **Modification and withdrawal of tenders**

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

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

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

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

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

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

2.18 **Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **at 11.00 a.m. on Wednesday 30th January 2019** and in the location specified in the invitation to tender.
The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

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

2.22 **Evaluation and comparison of tenders.**

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation criteria 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. Tenderers who offer 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 15 days from the date of opening the tender (any extension shall be compliant with the provisions under the Public Procurement and Disposal Regulations 2015)

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement. 2.23.

Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of Security 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

Tender Data	Instruction to	Amendments of, and Supplements to, Clauses in the Instruction to
Sheet Clause Number	Tenderers Clause Number	tenderers
1	2.1.1	This invitation for tenders is open to all tenderers, be they individuals, sole proprietors, partnerships, Companies or any other form.
	2.2.2	The price to be charged for the tender document shall be KES 1,000/- as contained in the invitation to tender.
	2.3.1	The tender document shall be read in conjunction with any addenda.
	2.4.1	A prospective tenderer requiring any clarification of the tender document may notify CEMASTEА in writing or by post at the entity's address:
		Director, CEMASTEА
		Karen-Bogani road Junction
		P.O. Box 24214-00502
		TEL: +254 020 2044406
		NAIROBI, KENYA.
		Email: dcemastea@gmail.com
	2.6.3	The price quoted shall be in Kenya Shillings.
	2.7	The tenderer shall provide a tender security of an amount not exceeding 2% of the tender price in the form of cash deposit or bankers cheque payable to
		Center for Mathematics, Science and Technology Education in Africa.
		The tender security shall be forfeited;
		a) If the tenderer withdraws its tender during the period of tender validity as specified in clause 2.8 of the ITT.
		b) In the case of a successful tenderer , if the tenderer fails to pay the balance of the bid price within 20 days of award of tender and signing of contract.
	2.8	Tenders shall remain valid for 150 days.
	2.11	Tenders must be received by CEMASTEА at the following address and be deposited in the Tender Box located at the entrance to CEMASTEА Administration Building during normal working hours :
		Director, CEMASTEА

		Karen-Bogani road Junction
		P.O. Box 24214-00502
		TEL: +254 020 2044406
		NAIROBI, KENYA , so as to be received on or before Wednesday 30th January 2019

2	2.15.1	<p>2.16 Evaluation and Comparison of tenders</p> <p>2.16.1 The procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether the required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non-responsive will be rejected by the procuring entity. Other evaluation parameters are as specified in the TDS.</p> <p>2.16.2 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.</p> <p>2.16.3 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tenders (any extension to this period shall be compliant to the provisions under the Public Procurement and Disposal Regulations 2015).</p>
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Evaluation Criteria

The following requirements must be met by the tenderer not withstanding other requirements in the tender documents:-

A) MANDATORY REQUIREMENTS

	No.	Requirements	Responsive/ or Not- Responsive
	MR1	Must submit a copy of Certificate of registration/Incorporation.(Must be Certified)	
	MR2	Must submit a certified copy of Valid tax compliance Certificate for businesses, and PIN certificates for individuals.	
	MR3	Must submit a Certified copy of the current Business permit from the relevant Government Authority.	
	MR4	Must provide details of physical address , official email and telephone numbers (both official landline and mobile)	
	MR5	Must provide proof of funds in (Organization's	

		bank account) showing availability of funds for purposes of paying.	
	MR6	Must fill the price schedule in the format provided.	
	MR7	Must fill the form of tender in the format provided.	
	MR 8	Non-debarment statement.	
	MR9	Must deposit or provide a banker's cheque of an amount not exceeding 2% of the tender price.	
	MR10	Must submit a duly filled up confidential business questionnaire in the format provided.	
	MRN11	Must submit certified valid copies of statutory documents (NHIF & NSSF)	
	MRM 12	Must submit evidence of insurance for employees	

		<p>NB:</p> <ul style="list-style-type: none"> □ Bidders must meet all the mandatory requirements to qualify for technical evaluation. Bidders who do not meet the mandatory requirements will not proceed to the technical evaluation stage and will be adjudged unresponsive. □ Certification must be by a commissioner of oath 	
2.	TECHNICAL EVALUATION CRITERIA		Maximum Score
a)	Attach recommendation letters from five (5) corporate clients whom you have served in a similar assignment in the last three (3) years.		25
b)	Bidder to attach a detailed company profile including CV's for at least five (5) of the senior Managers		10
c)	Bidder Must have been in existence for the last five (5) years.		5
d)	Bidder has in place installed IT system that provides accurate and up to date information on the administration of security services. Physical verification and testing may be done to confirm this. Vendor certification of the software system must be attached.		10
e)	Name/s and contact/s of Insurance Company/ies which have insured your Security Guards for the last 3 years.		20
f)	Certified copies of current Certificates of Good Conduct for at least three (3) senior managers of your Security Company (must include that of the head of security services).		10
g)	Financial capability; Certified financial statements for the last three years (2015, 2016 and 2017); Ratios to be applied: Liquidity ratios Current Ratio=Current Assets/Current Liabilities (ideal ratio) Acid test ratio=Current Assets-Stocks/Current Liabilities (ideal ratio) Profitability Ratios Gross Profit Ratio=Gross Profit/Sales (ideal ratio) Net Profit Ratio=Net Profit/Sales (ideal ratio) Solvency Ratios		20

Debt-to-Asset Ratio=Total Liabilities/Total Assets (ideal ratio)	
Debt-to-Equity Ratio=Total Liabilities/Shareholder's Equity (ideal ratio)	
TOTAL SCORE TECHNICAL	100

To qualify for financial evaluation the bidder must score a minimum of 70 points at the Technical Evaluation stage (above).

Each responsive proposal will be given a technical score (St).

3. FINANCIAL EVALUATION

At this stage, the bidder who has passed the technical evaluation stage and has quoted the **lowest total price (inclusive of all taxes and discounts)** for the provision of the services shall be awarded the tender.

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) —The contract¹ 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 Price¹ means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) —The services¹ 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 entity¹ 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) —GCC¹ means general conditions of contract contained in this section
- g) —SCC¹ means the special conditions of contract
- h) —Day¹ means calendar day

3.2 Application

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

3.3 Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in

connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5 **Patent Right's**

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

3.6 **Performance Security**

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security (if required) shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 **Inspections and Tests**

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

3.8 **Payment**

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

3.9 **Prices**

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

3.10 **Assignment**

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

3.10 **Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach

of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

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

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

3.12 Termination for insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT AND DESCRIPTION OF SERVICES

4.1 A tenderer will tender for all items as specified.

4.2 A tenderer will pay a tender security of an amount not exceeding 2 % of the tender price.

General conditions of contract reference	Special conditions of contract
3.8	The winning tenderer shall be paid for the services rendered before the expiration of 30 days following the date of receipt of invoice unless otherwise agreed.
3.9	No price adjustments shall be allowed within the first year of service and where this may be necessary after one year, it shall not exceed 10% of the tendered price p.a.
3.14	Resolution of disputes shall be bestowed upon an accepted adjudicator (by both parties) where the parties herein fail to amicably resolve such disputes through informal negotiation.
3.17	This contract shall be interpreted in accordance with the laws of Kenya.
3.18	Indicate addresses of both parties

SECTION V – SCHEDULE OF REQUIREMENTS

(a) Security personnel and Equipment required at CEMASTEIA Karen

NO	ITEM DESCRIPTION	NUMBER PER Day
1.	Day guards	8
2.	Night guards	8
3.	Trained Dogs Handlers at night	2
4.	Trained Dogs at night	2
5.	Alarm Transmitter	Give annual cost. (Paid once)
6.	Alarm installation cost	Paid once after the commencement of the contract
7.	Motorolla radio TLKR T60	4 handsets Submitted at the commencement of the contract

(b) Security personnel and Equipment required at SMASE KENYA

SCIENCE OFFICES.

NO	ITEM DESCRIPTION	NUMBER PER Day
1.	Day guards	2
2.	Night guards	1
3.	Trained Dogs Handlers at night	1
4.	Trained Dog at night	1
5.	Alarm Transmitter	Give annual cost. (Paid once)
6.	Alarm installation cost	Paid once after the commencement of the contract
7.	Motorolla radio TLKR T60	1 handsets Submitted at the commencement of the contract (Fully frequenced)

SECTION VI – DESCRIPTION OF SERVICES

The security service required should cover both CEMASTEAM headquarters at Karen and its branch at Kenya Science as shall be defined in the proceeding contracts of service.

The stated service shall cover the entire compound and the area surrounding the Procuring entity's facilities and compound/s.

The security services so provided shall be run on a 24 hours basis on the procuring entity's premises.

SECTION VI - STANDARD FORMS

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

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..*[insert numbers,*
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount in wordsand 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 _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer: _____ Tender Number: CEMASTEА/SE/14/2019-2020

a) Cost of Deliverables for Security services at CEMASTEА Karen

NO	ITEM DESCRIPTION	NUMBER PER Day	MONTHLY CHARGES PER PERSON (VAT INCL)	TOTAL VALUE PER MONTH (VAT INCL)
1.	Day guards	8		
2.	Night guards	8		
3.	Trained Dogs Handlers at night	2		
4.	Trained Dogs at night	2		
5.	Alarm Transmitter	Give annual cost. (Paid once)		
6.	Alarm installation cost	Paid once after the commencement of the contract		
7.	Motorolla radio TLKR T60	4 handsets Submitted at the commencement of the contract		
TOTAL				

b) Cost of Deliverables for Security services at SMASE KENYA SCIENCE OFFICES

NO	ITEM DESCRIPTION	NUMBER PER Day	MONTHLY CHARGES PER PERSON (VAT INCL)	TOTAL VALUE PER MONTH (VAT INCL)
1.	Day guards	2		
2.	Night guards	1		
3.	Trained Dogs Handlers at night	1		
4.	Trained Dog at night	1		
5.	Alarm Transmitter	Give annual		

		cost. (Paid once)		
6.	Alarm installation cost	Paid once after the commencement of the contract		
7.	Motorolla radio TLKR T60	1 handsets Submitted at the commencement of the contract (Fully frequenced)		
TOTAL				

Signature of tenderer _____

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

NB:

- a) **Tenderers are advised to visit the site and verify the equipment described herein to determine the actual conditions on the ground and any additional details not included in this tender form.**
- b) **In case of discrepancy between unit price and total, the unit price shall prevail.**
- c) **Allow a sum of Ksh..... for communication frequency from CCK and register it under CEMASTEА. The motorolla radio TLKR T60 (5 in number) shall be CEMASTEА assets at the end of the contract.**

CONTRACT FORM

This agreement is made on _____ of _____ (20__) between _____ of Post Office Number _____, [country of Procurement entity](hereinafter called —the Procuring entity) (Hereinafter called the —**Security company**) which expression shall where the context so admit include it's successors and permit assigns) of the one part

AND

(Name and address of procuring entity)(hereinafter called “**The Customer**” which expression shall where the context so admits include its successors and permit assigns) of the other part.

Whereas the said Security firm has agreed and accepted to provide Security services (which includes among others any additional or incidental services thereto including **guard dog services, escorts, Alarms, Back-up services, Motion Detector services,**

Maintenance and CIT services that may be requested by the customer from time to time at a monthly service fee of **ksh. _____/- (Amount in words)** including VAT of 16% and an amount of **ksh _____ (VAT incl.) (payable once in duration of the contract)** as per the list of the specified items and Services (listed in clause **1.0**) payable on monthly basis upon the receipt of an Invoice and the approval and certification of work done by the customer's Inspection and Acceptance Committee or an appointed representative working in conjunction with the Inspection and Acceptance Committee.

Now therefore it is mutually agreed by and between the parties hereto as follows.

- a) CEMASTEAM desires to have its entire properties, compound and its surrounding area (precinct) thereto specified herein after (clause **1.0**) provided with adequate security service on a 24/7 hour basis.
- b) The Security Company is willing and able to undertake comprehensive security service, and other works specified thereto, in clause (**1.0**) under the terms and condition of this contract.

Therefore in consideration of mutual premises, representation, consent and other good and valuable consideration, the receipt and adequateness of which is hereby acknowledged by the parties to the following terms and conditions and to be bound thereby.

(1.0) SCOPE

The comprehensive Security services will cover the following Supplies and Materials as per the scope set out below and any others' that could be consented to during the initial agreement.

Scope of work

- a. The Security Service shall cover the entire premises of the Customer i.e. in and at the premises.
- b. CEMASTEAM requires **16** (sixteen) Day and Night Guards, and 2 (2) Dog-Handlers and an alarm System to provide security services in and around the Customer's premises twenty-four (24/7) hours a day.
- c. The Security Company shall provide Security officers (employed in the performance of duties and obligations of the Security Company) with Uniforms, Identification badges and all necessary tools for work.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>Branch</p>

	<p>Part 2 (a) – Sole Proprietor</p>																				
	<p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p>Part 2 (b) – Partnership</p>																				
	<p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p>																				
	<p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

7. List of clients

Indicate the details of companies in the private /public sector where you have undertaken/are undertaking services of similar nature where the contract sum is at least Kshs. 500,000/- per month.

No	Contact Information	Details
1.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	
2.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	
3.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	

ENSURE THAT YOU HAVE PROVIDED REFERENCE LETTERS FOR ALL THE ABOVE ORGANIZATIONS

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]

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(here in after 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]

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

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

of

[amount of guarantee in figures and words].

We, the

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

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

