



KENYA PLANT HEALTH INSPECTORATE SERVICE (KEPHIS)

HEADQUARTERS - Oloolua Ridge, Karen

**P. O. Box 49592 00100 GPO Nairobi, Kenya, Tel: 0206618000 / 0709891000 E-
mails:director@kephis.org Website: www.kephis.org.**

**TENDER DOCUMENT FOR
PROVISION OF SECURITY SERVICES AT KEPHIS HEAD QUARTERS.**

**TENDER NO. K/T/12/2020-2021
(RESTRICTED TENDER)
(RE-ADVERTISEMENT)**

CLOSING THURSDAY 24TH JUNE 2021 AT 10:30 AM.

KEPHIS Headquarters, Oloolua Ridge, off Ngong Road, Karen

E-mail: director@kephis.org

Website: www.kephis.org.

TABLE OF CONTENTS

| | |
|--|---------------|
| SECTION I: INVITATION TO TENDER, 24TH JUNE , 2021..... | 3 |
| SECTION II: - INSTRUCTIONS TO TENDERERS | 4 |
| Instructions to tenderers | 5 |
| 2.5 Amendment of documents. | .6 |
| 2.9 Tender Prices..... | 7 |
| 2.12 Tender Security | 8 |
| 2.13 Validity of Tenders..... | 9 |
| 2.20 Preliminary Examination and Responsiveness. | 12 |
| 2.22 Evaluation and comparison of tenders. | 13 |
| TECHNICAL EVALUATION RESPONSE FORM..... | 19 |
| SECTION III: SCHEDULE OF REQUIREMENTS..... | 20 |
| SECTION IV: GENERAL CONDITIONS OF CONTRACT..... | 22 |
| 3.5 Performance Security. | 23 |
| SECTION V: SPECIAL CONDITIONS OF CONTRACT | 26 |
| SECTION VI: STANDARD FORMS..... | .. 28 |
| 3 CONFIDENTIAL BUSINESS QUESTIONNAIRE. | 31 |
| 4 CONTRACT FORM..... | 32 |
| 5. FORMAT OF TENDER SECURITY INSTRUMENT | ... 33 |
| 6. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE... 34 | |
| MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015. | 34 |
| 7. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE | 35 |
| IN ANY CORRUPT OR FRAUDULENT PRACTICE. | 35 |

SECTION I: INVITATION TO TENDER, 24TH JUNE, 2021.

TENDER NO. K/T/12/2020-2021- PROVISION OF SECURITY SERVICES AT KEPHIS HEAD QUARTER.

KEPHIS also referred to as Procuring Entity invites sealed tenders from eligible candidates for the **Provision of security services at KEPHIS Headquarter.** The contract will be for a **period of one year renewable subject to annual satisfactory performance review.**

The document may be ***viewed and downloaded from KEPHIS website:***
www.kephis.org or www.tenders.go.ke for free.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at KEPHIS Headquarters, Ooloolua Ridge, off Ngong Road, Karen or be addressed to

***The Managing Director,
Kenya Plant Health Inspectorate Service,
P.O. Box 49592 00100 GPO,
Nairobi.***

So as to be received on or before Monday, **24th June 2021 at 10:30 am.**

Tenders must be accompanied by a Tender Security of reputable bank or an insurance company approved by IRA (Self-insured tender security are not allowed). **Kshs. 80,000** in form of a guarantee payable to the Director KEPHIS.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at KEPHIS Head quarter's conference room.

**PROF.THEOPHILUS M.MUTUI PHD,
MANAGING DIRECTOR-KEPHIS.**

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. KEPHIS employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.

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 KEPHIS 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 KEPHIS, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 KEPHIS shall allow the tenderer to review the tender document free of charge from the website.

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 5 of these instructions to tenders

Instructions to tenderers

- i. General Conditions of Contract
- ii. Special Conditions of Contract
- iii. Schedule of Requirements
- iv. Details of service
- v. Form of tender
- vi. Price schedules
- vii. Contract form
- viii. Confidential business questionnaire form
- ix. Tender security instrument
- x. Self-declaration that the tenderer is not debarred in the matter of Public procurement.
- xi. Self-declaration that the tenderer will not engage in any corruptor fraudulent practice.

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 KEPHIS in writing or email at the entity's address indicated in the Invitation for tenders. KEPHIS 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 KEPHIS. Written copies of KEPHIS 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. KEPHIS shall reply to any clarifications sought by the tenderer within 2 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, KEPHIS, 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 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, KEPHIS 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 KEPHIS, 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 2.8, 2.9 and 2.10 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

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 2.2.2.

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 KEPHIS 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 KEPHIS satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

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

2.12.3 The tender security is required to protect KEPHIS against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.

2.12.4 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) Such insurance guarantee approved by AIK.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by KEPHIS as non-responsive, pursuant to paragraph 2.20.

2.12.6 Unsuccessful tenderers security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed KEPHIS.

2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by KEPHIS 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 2.26. **or**
 - (ii) To furnish performance security in accordance with paragraph 2.27.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders.

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

2.13.2 In exceptional circumstances, KEPHIS 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 one copy of the tender, clearly marked "ORIGINAL TENDER" as appropriate.

2.14.2 The original of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original of the tender in an envelope, duly marking the envelope as "ORIGINAL" The envelope shall be addressed to,

***The Director,
Kenya Plant Health Inspectorate Service,
P.O. Box 49592 00100 GPO,
Nairobi***

So as to be received on or before **24th June 2021.at 10:30 am.**

(b) and should bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE (**24th June 2021.at 10:30 am.**)"

2.15.2 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, KEPHIS 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 KEPHIS at the address specified in the appendix to instructions to tenderers no later than **24th June 2021.at 10:30 am.**

2.16.2 KEPHIS may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of KEPHIS 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 KEPHIS 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 KEPHIS 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, post marked 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 2.12.8.

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

2.17.6 KEPHIS 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 KEPHIS will open all tenders in the presence of tenderers' representatives who choose to attend, on **24th June 2021.at 10:30 am.**and in the location specified in the invitation to tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 KEPHIS 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 KEPHIS 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 KEPHIS in KEPHIS's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness.

2.20.1 KEPHIS 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 KEPHIS 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 2.22, KEPHIS 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. KEPHIS'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 KEPHIS and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, KEPHIS 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 KEPHIS 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 KEPHIS's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph

2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan.

KEPHIS 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 KEPHIS'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. KEPHIS 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 KEPHIS.

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KEPHIS 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 KEPHIS 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, KEPHIS 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 KEPHIS 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 KEPHIS will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 KEPHIS will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, KEPHIS 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 PPRA pursuant to clause 2.26.

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 2.7, KEPHIS 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 KEPHIS notifies the successful tenderer that its tender has been accepted, KEPHIS 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 KEPHIS.

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 KEPHIS, 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 KEPHIS.

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

2.28 Corrupt or Fraudulent Practices.

2.28.1 KEPHIS 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 KEPHIS will reject a proposal for award if it determines that the tenderer recommended forward 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 TENDERER

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.

Provision of Security Services.

EVALUATION CRITERIA

| Instructions to tenderers | Particulars of appendix to instructions to tenderers |
|---------------------------|---|
| 2.1 | Particulars of eligible tenderers Kenyan Registered Private Security Services Firms |
| 2.9 | Price to be charged for tender documents. The tender document shall be downloaded free of charge from www.kephis.org.or www.tenders.go.k |
| 2.10 | Particulars of other currencies allowed. None |
| 2.11 | Particulars of tender security if applicable. Kshs. 80,000 valid for 150 days after date of tender opening. |
| 2.8 | Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by IRA. Self-guaranteed tender security not allowed. |
| 2.1.3 | 2.1.3 Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening |
| 2.16 | 2.16 Bulky tenders which do not fit in the tender box shall be delivered to the Managing Director's office. |
| 2.20 | PRELIMINARY EVALUATION CRITERIA Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine responsiveness |

MANDATORY REQUIREMENTS.

| |
|--|
| 1. Certified Certificate of registration as a member of private security providers association i.e. KSIA or PSIA |
| 2. Must submit copy of Certificate of Registration/Incorporation from the Registrar of Companies. Certificate of Training from Private Security Regulatory Authority for the proposed supervisory personnel. |
| 3. Must submit Valid Tax Compliance Certificate from Kenya Revenue Authority. |
| 4. Must submit completed Confidential Business Questionnaire in the format provided. |
| 5. Certified copy of valid frequency license (not payment receipts) from Communications Authority (CA) |
| 6. Must Submit a Tender Security of Kshs. 80,000 valid for 150 days after date of tender opening |
| 7. Must fill the form of tender in the format provided |
| 8. Must fill the price schedule in the format provided |
| 9. Must fill the self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice |
| 10. Must fill the self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015 |
| 11. Certificate of Registration for the proposed persons performing supervisory roles of the security company. |
| 12. All pages must be paginated chronologically. |
| 13. Proof of vetting by NIS for persons performing supervisory roles of the security company. |
| <i>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</i> |

TECHNICAL EVALUATION

| |
|---|
| <p>Evaluation and Comparison of Tenders</p> <p>The tenders will be technically evaluated and marks awarded as stipulated in TECHNICAL EVALUATION RESPONSE FORM.</p> <p>THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION IS 70% AND ONLY TENDERERS THAT SECURE THE MINIMUM TECHNICAL SCORE WILL BE FINANCIALLY EVALUATED.</p> |
| <p>Award Criteria:</p> <p><i>Award will be made to the lowest evaluated tenderer who attains 70% of the minimum qualifying mark and with the lowest financial Score.</i></p> |
| <p>FINANCIAL EVALUATION</p> <p>The evaluation committee will determine whether the financial proposals are complete. In all cases, the total price of the financial proposal as submitted shall prevail. Negotiations may be held with the tenderer with the lowest among the tenderers who attain the minimum qualifying mark.</p> |

TECHNICAL EVALUATION RESPONSE FORM.

| 2. | TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES | MAXIMUM SCORE | PERCENTAGE SCORES |
|----|---|------------------|----------------------|
| a) | <p>Firms Experience;</p> <ol style="list-style-type: none"> 1. Certified List of at least 3 major Corporate Clients and their recommendation letters.(4 marks per each client) 2. Certified Copies of most recent award letters/contract for provision of security services for at least five major Corporate Clients.(2 marks per each client) 3. Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittance etc. (Attach a duly certified letter from the local labour office) (8 marks) | 30 | |
| b) | <p>Professional qualifications and experience of key personnel Certified List of at least five (5) key professional staff and their CVs, copies of certificates and responsibilities Qualifications in security management (4 marks per personnel and their cvs)</p> | 20 | |
| c) | <p>Technical capability</p> <ol style="list-style-type: none"> 1. No of operational vehicles/motor cycles (5 marks) I mark for each log book provided. 2. VHF/ Radio communication Equipment connected to police network. (5 marks) 3. Control room manned by competent controllers able to communicate competently in English and Kiswahili (5 Marks) 4. No of trained dogs with medical certificates and availability of Trained Dog Master and a Dog carrier. (5 marks) | 20 | |
| d) | <p>Financial Capability</p> <ol style="list-style-type: none"> 1. Certified audited accounts for the last three (3) years. Proof of financial stability annual premium of over 50 Million. | 20 | |
| f) | <p>Insurance Policy</p> <p>Insurance policy for employees: Valid work injury benefit policy or group; Contractual liability insurance policy cover of not less than 2,000,000/- per event per Year. Attach certified copies of the policies.</p> | 5 | |
| g) | ISO 9001:2008 or ISO 18788:2015 (5 marks) | 5 | |
| | TOTAL TECHNICAL SCORE | 100 | |

SECTION III: SCHEDULE OF REQUIREMENTS.

SECTION V: TECHNICAL SPECIFICATIONS

SPECIFICATIONS AND SCOPE OF SECURITY GUARDING SERVICES.

The objective of the specifications is to provide sufficient information to enable the Tenderer prepare their tenders accurately, especially the Price Schedules, for which a form is prepared.

SERVICE SPECIFICATIONS - GUARDING SERVICES.

- Safeguarding and protecting the KEPHIS personnel, tenants, properties; Materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none property located at client's premises. This shall include patrolling premises, site buildings and motor vehicle parking lots all by foot as required providing continuous surveillance.
- While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the Security Officer and close and lock gates, doors and windows. Also turn off unnecessary lights and any running taps or water spillage as well as perform other security related activities necessary to meet overall security and safety requirements.
- Liaise with relevant service providers for emergency call outs.
- Any interference to the perimeter protection of the premises to be identified and reported to security Officer immediately.
- Shall deter the commission of assault, robberies, and other violent crimes by deploying well-trained and alert security guards in KEPHIS premises
 - All visitors and customers to KEPHIS premises to be courteously received assisted and directed.
 - Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
 - Shall prevent the occurrence of fires, explosions and other catastrophes by close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
 - Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security.
 - Record all vehicles visiting the premises and Issue all parking users with appropriate tags and Verify gate passes issued to visitors.
 - Implement the contractor's right to KEPHIS search employees, visitors and tenants and harmful materials their vehicles to ensure that no property is taken from the premises without relevant authority or entry of suspicious equipment.
 - Ensure that before KEPHIS, property is removed, authorization is obtained from the relevant authorities.
 - Maintain an occurrence book to record daily occurrences of security interest by management and other persons concerned.

- Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles and bicycles.
- Guard all KEPHIS premises against terrorism by ensuring thorough access controls, Screening and/or searching of personnel and vehicles using own handheld metal detectors and under-search mirrors for key office premises,
- The bidder shall provide trained security dogs and handlers
- The successful bidder for guarding services shall be required to send a quick response/backup crew to the client premises at a short notice as and when emergencies occur.
- *The bidder is expected to visit the premises concerned to do a survey and obtain certification from the Security officer. This officer will certify the visits by signing the respective Bidder's Visit Verification Form.*

| No. | Description | No.required |
|-----|-------------------|-------------|
| 1. | Day guard | 3 |
| 2. | Night Guard | 3 |
| 3. | Dog & Dog Handler | 1 |
| 4. | Alarm Response | 1 |
| | TOTAL | |

SECTION IV: GENERAL CONDITIONS OF CONTRACT.

Definitions

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

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

3.2 Application

These General Conditions shall apply to the extent that they are not superseded 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

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 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.

3.5.2 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) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

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.

3.6.3 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.

3.10.2 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

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.

3.13 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.

3.14 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.

3.15 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.

3.16 Applicable Law.

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

3.17 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 V: 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 |
|---|---|
| | Specify performance security if applicable: N/A. |
| | Specify method Payments. Payments to be made each month 30 days after receipt of Supplier's invoice. |
| | Specify price adjustments allowed. None |
| | Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya |
| | Specify applicable law. Laws of Kenya |
| | Indicate addresses of both parties. Client: KENYA PLANT HEALTH INSPECTORATE SERVICE. P. O. Box 49592 -00100 Nairobi |
| Other's as necessary | Complete as necessary |

SECTION VI: STANDARD FORMS

Notes on the standard Forms

9. **Form of Tender-** The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

10. **Price Schedule Form** -The price schedule form must similarly be completed and submitted with the tender.

11. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

12. **Confidential Business Questionnaire Form** -This form must be completed by the tenderer and submitted with the tender documents.

13. **Format of Tender Security Instrument** - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.

14. **Self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.**

15. **Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.**

1. FORM OF TENDER.

Date_____

Tender No.....

To: **The Director,**
Kenya Plant Health Inspectorate service.
P. O. Box 49592 -00100
NAIROBI

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Provision of Security services.**
in conformity with the said Tender documents for the sum of
[total Tender amount in words and figures] being **the total premium for one year** or such other sums as maybe ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

(NB The tender sum should be the total premium for the one year)

.....
.....

2. We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. 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.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[Signature] [in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

2. PRICE SCHEDULE OF SERVICES

Name of Tenderer:.....

Tender Number:

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The cost should include applicable taxes.

| No. | Description | No.required | Total Premium |
|-----|-------------------|-------------|---------------|
| 1. | Day guard | 3 | |
| 2. | Night Guard | 3 | |
| 3. | Dog & Dog Handler | 1 | |
| 4. | Alarm Response | | |
| | TOTAL | | |

Signature and Rubber Stamp of tenderer

3 CONFIDENTIAL BUSINESS QUESTIONNAIRE.

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever 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.</p> <p>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 fullAge.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p> | | | | | | | | | | | | | | | | | | | | |
|--------|---|---------------------|-------------|---------------------|--------|--------|--|--|--|--------|--|--|--|--------|--|--|--|--------|--|--|--|
| | <p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship details</th><th>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="1"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship details</th><th>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> | | | | | | | | | | | | | | | | | | | | |

4 CONTRACT FORM

THIS AGREEMENT made the ____day of ____20____between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called "the Procuring entity") of the one part and [Name of tenderer] of..... [City and country of tenderer](Hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a) the Tender Form and the Price Schedule submitted by the tenderer;
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the General Conditions of Contract;
 - e) the Special Conditions of Contract; and
 - f) The Procuring entity's Notification of award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____.

5. FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [*Name of the tenderer*] (Hereinafter called "the tenderer") has submitted its tender dated [*Date of submission of tender*] for the

[*Name and/or description of the tender*] (Hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company / Bank] having our registered office at (Hereinafter called "the Guarantor"), are bound unto [*Name of Procuring Entity*] (Hereinafter called "the Procuring Entity") in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - a) Fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

6. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of Do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....

.....

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

7. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp