

KENYA BROADCASTING CORPORATION



TENDER NO. 22/KBC/2019-2020

PROVISION OF SECURITY SERVICES KBC'S 12NO.TRANSMITTING STATIONS

**KENYA BROADCASTING CORPORATION
P.O. BOX 30456 – 00100
NAIROBI**

(MAY 2020)

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INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared by the Kenya Broadcasting Corporation to use in sourcing and contracting firm(s) to provide **security services to KBC'S 12NO. Transmitting Stations;**

1. Nakuru Station
2. Kabarnet Station
3. Webuye Station
4. Kisii Station
5. Marania Station
6. Garissa Station
7. Voi Station
8. Vuria Station
9. Lamu Station
10. Malindi Station
11. Komarock Station
12. Nyali Station

SECTION I INVITATION TO TENDER

Date 12th May 2020

TENDER NO. 22/KBC/19-20

PROVISION OF SECURITY SERVICES KBC'S 12NO.TRANSMITTING STATIONS

The *KBC* invites sealed tenders from eligible candidates for provision of security services at KBC'S 12 no. transmitting stations;

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at Broadcasting House, Harry Thuku Road, Nairobi (Procurement Department) during normal working hours.
- 1.2 A complete set of tender documents may be downloaded by interested candidates at the Corporation website; **www.kbc.co.ke**, **IFMIS website** or may obtain from **Procurement Manager's Office** at Broadcasting House Harry Thuku Road. Interested candidates will be required to register by paying non refundable fees of Ksh **1,000** in cash or bankers Cheque payable to Kenya Broadcasting Corporation cashier situated on Harry Thuku Road before the deadline of returning the completed document. **(Kshs.1000/= not applicable to youth, women and PWD who may wish to participate)** bidders downloading from the website are required to immediately forward their particulars for records and for the purpose of receiving any further tender clarifications and/or addendums to **KBC procurement office or procurement@kbc.co.ke**.
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Broadcasting House, Nairobi or be addressed to Kenya Broadcasting Corporation, P. O. Box 30456 -00100, Nairobi, Kenya so as to be received on or before **26th May 2020 at 10.00 AM**.
- 1.5 Tenders will be opened at the VIP Canteen immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Broadcasting House Nairobi.

MANAGING DIRECTOR
KENYA BROADCASTING CORPORATION

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 Corporation'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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Broadcasting Corporation, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The Corporation 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) Confidential business questionnaire form
- ix) Tender security

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 Corporation in writing or by post, fax or email at the Corporation's address indicated in the Invitation for tenders. The Corporation will respond in writing to any request for clarification of the tender documents, which it receives no later than four (4) days prior to the deadline for the submission of tenders, prescribed by the Corporation. Written copies of the Corporation's 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 Corporation 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 Corporation, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Corporation, 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 Corporation, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an

adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Corporation'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 more than 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Corporation 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:

- i. A bank guarantee.
- ii. Cash.
- iii. Such insurance guarantee approved by the Authority.
- iv. Letter of credit
- v. Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprises Fund

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Corporation 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 Corporation.

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 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 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Corporation, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Corporation as non responsive.

2.13.2 In exceptional circumstances, the Corporation may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided

under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 **Sealing and Marking of Tenders**

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

(a) be addressed to the Corporation 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 26th May 2020 at 10.00 AM.

2.15.2 The tenderer shall indicate SEPARATELY on the appropriate price schedule the unit prices where applicable and total tender price of the contract. Please note that only those bidders successful at technical evaluation will have their financial proposals opened. The rest will be returned unopened. Exposing the bid price in the technical proposal will lead to automatic disqualification.

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 Corporation 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 Corporation at the address specified under paragraph 2.15.2 no later than **26th May 2020 at 10.00Am**

2.16.2 The Corporation 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 Corporation 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 Corporation’s Procurement Department 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 Corporation 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 Corporation 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 Corporation 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 Corporation will open all tenders in the presence of tenderers' representatives who choose to attend in the **KBC VIP Canteen** on **26th May 2020 at 10.00 AM**. 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 Corporation, at its discretion, may consider appropriate, will be announced at the opening.

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

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

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

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

The Corporation requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Corporation'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 Corporation may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

2.23. Contacting the Corporation

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation's action. If the Corporation determines that none of the tenderers is responsive; the Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation notifies the successful tenderer that its tender has been accepted, the Corporation 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 Corporation.

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 Corporation, 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.

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

2.28 Corrupt or Fraudulent Practices

2.28.1 The Corporation 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 Corporation 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;

SECTION I11 - SPECIAL CONDITIONS OF CONTRACT

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

3.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
Tender security	Ksh. 200,000/=
Contract Period	Contract period is 1 year. The contract can be renewed for a further 1 year subject to satisfactory performance

SECTION IV.CONDITIONS TO BE MET FOR QUALIFICATION

Qualification will be based on meeting the minimum requirements to pass in the criteria set as shown below.

4.1.0 Mandatory Requirements;

- a. Bid security
- b. Certificate of Registration,
- c. VAT/PIN Certificate
- d. Valid Tax Compliance Certificates,
- e. Comprehensive Company profile
- f. Audited account for the last three years

TECHNICAL REQUIREMENTS

- 1. Be a member of Kenya Security Industry association (KSIA) or any other recognized Industrial Association**
 - 2. Provide proof of comprehensive cover evidence for Employees, public, and liability insurance, group personal accident and insurance compensation**
 - 3. Proof of compliance to Ministry of Labour laws of minimum wage to employees (Compliance certificate)**
 - 4. Provide a list and proof of at least five reputable clients**
 - 5. Provide NHIF remittance certificate for the employees-Not pay slip**
 - 6. Provide NSSF remittance certificate for the employees- Not pay slip**
 - 7. Be able to provide working tools such as hand held metal detectors, torches and vehicle search mirrors**
 - 8. Provide a list of directors, their CVs and professional qualifications**
 - 9. Provide training certificates for the security guards**
 - 10. Attach certificates of good conduct(for all the security guards to man our stations after the award)**
 - 11. Proof of having been in the security field for the last 5 years**
- 4.1.1** Must clearly indicate physical address including buildings, floors, streets/roads, Box / telephone numbers.
- 4.1.2** Any bidder who is an appointed dealer/agent should provide a copy of the appointment/Agreement of the Agency
- 4.1.3** Bidders should confirm to maintain same prices for the entire contract period.

SECTION V. EVALUATION

Evaluation shall be divided into three stages as follows

		SCORE
Stage 1	Preliminary	Mandatory requirements
Stage 2	Technical	80
Stage 3	Financial	20

STAGE 2 - TECHNICAL EVALUATION

	Score
COMPLIANCE WITH TECHNICAL SPECIFICATIONS	60
QUALIFICATION OF STAFF	10
SIMILAR BUSINESSES	10

Only the tenders that get over 80 % in the Technical evaluation shall proceed to the Financial Evaluation stage.

STAGE 3 – FINANCIAL EVALUATION

FINANCIAL ($P_c = L_p / P \times 20$ Where, P_c = percentage allocated to price P and L_p = lowest stage 2 price)	20
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SECTION VI- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the Corporation pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the Corporation in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the Corporation and pursuant to the – conditions of contract.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Confidential Questionnaire form
3. Tender security form
4. Bank guarantee for advance payment

SCHEDULE OF REQUIREMENTS AND PRICES

No.	Item Description	Quantity	Unit Price Kshs.	Installation Period	Installation Price	
1	PROVISION OF SECURITY SERVICES KBC 12NO. TRANSMITTING STATION Nakuru Station Kabarnet Station Webuye Station Kisii Station Marania Station Garissa Station Voi Station Vuria Station Lamu Station Malindi Station Komarock Station Nyali Station	48N0	Separate Document		Separate document	

Authorized Official: _____
Name

Signature

FORM OF TENDER

Date _____

Tender No. 22/KBC/2019-2020

To: Kenya Broadcasting Corporation

P.O BOX 30456-00100, Nairobi

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....
[insert numbers] of which is hereby duly acknowledged, we the undersigned, offer to Provision of security services to KBC’S 12NO.Transmitting Stations in conformity with the said tender documents for the sum of
..... *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2020
[signature] _____ *[In the capacity of]*

duly authorized to sign tender for and on behalf of _____

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 style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <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 style="text-align: center;">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>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.
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1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

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 security services to KBC’S

12NO.Transmitting Stations. We.....(hereinafter called “the Bank”) acknowledge that WE KNOW ALL PEOPLE by these presents and that We are bound to pay Kenya Broadcasting Corporation in the sum of

for which payment well and truly to be made to the said KBC, 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 Corporation 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 Corporation up to the above amount upon receipt of its first written demand, without the Corporation having to substantiate its demand, provided that in its demand the Corporation will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

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 Kenya Broadcasting Corporation 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 Corporation 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 Corporation 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 all conditions are met.

Yours truly,

Signature and seal of the Guarantors

_____ *[name of bank or financial institution]*

_____ *[address]*
