



*...towards a prosperous future together*

**TENDER DOCUMENT**

**FOR**

**PROVISION OF CASH IN TRANSIT (CIT) SERVICES**

**TENDER NO. ST/FIN/CIT/15/19**

**APRIL, 2019**

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

STIMA DT SACCO SOCIETY LTD  
STIMA SACCO PLAZA  
MUSHEMBI ROAD, PARKLANDS  
P.O. BOX 75629-00200, NAIROBI,  
KENYA.

E-Mail: **1.procurement@stima-sacco-com**

2. [jmwithui@stima-sacco.com](mailto:jmwithui@stima-sacco.com)

Website: [www.Stima-sacco.com](http://www.Stima-sacco.com)

## **TABLE OF CONTENTS**

		<b>Page</b>
	<b>INTRODUCTION .....</b>	<b>3</b>
<b>SECTION I</b>	<b>INVITATION TO TENDER.....</b>	<b>4</b>
<b>SECTION II</b>	<b>INSTRUCTIONS TO TENDERERS.....</b>	<b>5</b>
	<b>APPENDIX TO INSTITUTIONS TO TENDER .....</b>	<b>19</b>
<b>SECTION III</b>	<b>GENERAL CONDITIONS OF CONTRACT.....</b>	<b>23</b>
<b>SECTION IV</b>	<b>SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>29</b>
<b>SECTION V</b>	<b>SCHEDULE OF REQUIREMENTS.....</b>	<b>30</b>
<b>SECTION VI</b>	<b>TECHNICAL SPECIFICATIONS.....</b>	<b>31</b>
<b>SECTION VI</b>	<b>STANDARD FORMS.....</b>	<b>34</b>

## **SECTION I – INVITATION TO TENDER**

**DATE: THURSDAY, 25<sup>TH</sup> APRIL, 2019**

**TENDER NO. ST/FIN/CIT/15/19**

### **TENDER NAME: TENDER FOR PROVISION OF CASH IN TRANSIT (CIT) SERVICES**

- 1.1 Stima DT Sacco Society Ltd invites sealed bids from all interested candidates for the: Tender for Provision of Cash in Transit (CIT) services.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from Procurement Office, Stima Sacco, Stima Sacco plaza, 1st Floor Mushembi road, during normal working hours from Monday to Friday (excluding any public or gazetted holiday) between **9.00 a.m. & 12.30 p.m.** and **2.00 p.m. & 4.30 p.m**
- 1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain valid for a period of **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 Ground Floor, Stima Sacco Plaza, Nairobi and be addressed to:

**Chief executive officer  
Stima Sacco society ltd  
P.O. BOX 75629-00200  
Nairobi.**

to be received on or before **Friday, 10<sup>th</sup> May, 2019** at **10.00 am.**

- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Stima Sacco board Room second floor.

## SECTION II – INSTRUCTIONS TO TENDERERS

<b>TABLE OF CONTENTS.</b>	<b>Page</b>
2.1 Eligible Tenderers .....	6
2.2 Cost of tendering .....	6
2.3 Contents of tender documents .....	7
2.4 Clarification of Tender documents .....	7
2.5 Amendment of tender documents .....	8
2.6 Language of tenders .....	8
2.7 Documents comprising the tender .....	8
2.8 Form of tender .....	9
2.9 Tender prices .....	9
2.10 Tender currencies .....	9
2.11 Tenderers eligibility and qualifications .....	9
2.12 Tender security .....	10
2.13 Validity of tenders .....	11
2.14 Format and signing of tenders .....	11
2.15 Sealing and marking of tenders .....	12
2.16 Deadline for submission of tenders .....	12
2.17 Modification and withdrawal of tenders .....	12
2.18 Opening of tenders .....	13
2.19 Clarification of tenders .....	14
2.20 Preliminary Examination .....	14
2.21 Conversion to other currencies .....	15
2.22 Evaluation and comparison of tenders .....	15
2.23 Contacting Stima DT Sacco Society Ltd.....	16
2.24 Post-qualification .....	17
2.25 Award criteria .....	17
2.26 Procuring entities right to vary quantities .....	17
2.27 Procuring entities right to accept or reject any or all tenders .....	17
2.28 Notification of award .....	18
2.29 Signing of Contract .....	18
2.30 Performance security .....	19
2.31 Corrupt or fraudulent practices .....	19

## **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. Stima DT Sacco Society Ltd employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd, 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 Stima DT Sacco Society Ltd shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of tender documents**

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to Tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify Stima DT Sacco Society Ltd in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd. Written copies of the Stima DT Sacco Society Ltd 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. Stima DT Sacco Society Ltd 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, Stima DT Sacco Society Ltd, 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, Stima DT Sacco Society Ltd, 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 Stima DT Sacco Society Ltd, 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 Stima DT Sacco Society Ltd 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 in Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

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

2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to Stima DT Sacco Society



Ltd's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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

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

2.12.2 The tender security is required to protect Stima DT Sacco Society Ltd against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd.

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by Stima DT Sacco Society Ltd 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 90 days or as specified in the invitation to tender after date of tender opening prescribed by Stima DT Sacco Society Ltd, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Stima DT Sacco Society Ltd as non-responsive.

2.13.2 In exceptional circumstances, Stima DT Sacco Society Ltd 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 an amended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.15 Sealing and Marking of Tenders**

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

The inner and outer envelopes shall:

(a) Be addressed to Stima DT Sacco Society Ltd 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 Friday, 10<sup>th</sup> May, 2019 at 10.00 am.**

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, Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd at the address specified under paragraph 2.15.2 no later than **Friday, 10<sup>th</sup> May, 2019 at 10.00 am.**

2.16.2 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd will open all tenders in the presence of Tenderers' representatives who choose to attend, on 11.00 a.m. **Friday, 10<sup>th</sup> May, 2019** at **10.00 am** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Stima DT Sacco Society Ltd, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Stima DT Sacco Society Ltd 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 Stima DT Sacco 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 Stima DT Sacco in Stima DT Sacco Society's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender.

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

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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, Stima DT Sacco Society Ltd 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. Stima DT Sacco Society Ltd'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 Stima DT Sacco Society Ltd 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, Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society'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 2.22.3 the following evaluation methods will be applied:

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

Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd'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. Stima DT Sacco Society Ltd 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 Stima DT Sacco Society.**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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, Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society's action. If Stima DT Sacco Society Ltd determines that none of the Tenderers is responsive; Stima DT Sacco Society Ltd 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, Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd 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, Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd notifies the successful tenderer that its tender has been accepted, Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd.

2.26.3 The parties to the contract shall have it signed within 14 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 Stima DT Sacco Society Ltd, 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 Stima DT Sacco Society Ltd.

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 Stima DT Sacco Society Ltd may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1 Eligibility	Registered qualified firms operating in Kenya
2.10 currency	Price should be in Kenya shillings or a freely convertible currency.
2.12tender security	Tender security required is <b>KES. 100,000.00</b> in form of a bank guarantee from a reputable bank in Kenya valid for 90 days from the date of closing date of the tender.
2.13.1Tender Validity	Tender shall remain valid for a period of <b>90</b> days from the date of opening
<b>2.16</b> Deadline for submission	<b>Deadline for Submission of Tenders /Closing date shall Friday, 10<sup>th</sup> May, 2019 at 10.00 noon.</b>
2.28 Performance security	Performance security of 10% of the contract price will be required from the winning bidder after the award of the tender

## EVALUATION CRITERIA

### (a) MANDATORY REQUIREMENTS

No.	Documents to be submitted	REMARK ( X/√)
1.	1Original and 1copy of Tender document MUST be paginated/ serialized/Numbered sequentially on all pages including attachments from the beginning of the document to the end. This includes <b>ALL</b> the attachments submitted by the bidder and <b>ALL</b> the pages already paginated by Stima DT Sacco society.	
2.	Submit an original tender security of kshs <b>100,000.00</b> in form of unconditional <b>bank guarantee</b> from a reputable bank in Kenya valid for 90 days from the date of tender opening	
3.	Confirmation of directors(CR. 12) - <b>This should be the one issued within three months to the date of this tender.</b>	
4.	Copy of Certificate of Incorporation/Registration	
5.	Submission of Valid Tax compliance certificate ( <b>Expired tax compliance certificates will not be accepted</b> )	
6.	Proof of Insurance Cover for the Cash In Transit (CIT) – letter from the Insurer addressed to Stima DT Sacco recognizing the tenderer as being insured by them should be presented.	
7.	Submission of at least <b>five (5) recommendation letters</b> from previous clients where similar assignment has been successfully delivered.	
8.	Tenderer’s membership of KSIA or PSIA	
9.	Duly filled confidential questionnaire ( <b>Indicate all the directors and respective shares</b> )	
10	Duly filled, signed and stamped Form of Tender	
11	Dully filled, signed and stamped Confidential Business Questionnaire.	
12	Dully filled, signed and stamped Declaration form	
13	Certified copies of two years audited accounts (2016 & 2017) (commission of oaths)	
14	Submission of valid CAK frequency communication License relating to communication systems and radio links.	

**NB: Bidders must meet all the mandatory requirements to qualify for technical evaluation.**

**(b) TECHNICAL EVALUATION CRITERIA**

Technical evaluation criteria will be as follows: -

No.	Item	Evaluation Criteria	Max. points	Bidders scores
1.	<b>Qualifications and experience of the CIT service provider</b>	Firm must demonstrate experience in similar business for at least 5 years. (Attach documentary evidence. Include 5 reference letters from clients you have worked for) – <i>Maximum 20 Marks</i> <ul style="list-style-type: none"> <li>• <i>Thirteen (13) years and above (20marks)</i></li> <li>• <i>Between Ten (10) years and Thirteen (13) years (15 marks)</i></li> <li>• <i>Between Seven (7) years and Ten (10) years (10 marks)</i></li> <li>• <i>Between Five (5) years and Seven (7) years (5 marks)</i></li> <li>• <i>Less than Five (5) years (0 marks)</i></li> </ul>	20	
2.	<b>Spread of office network</b>	Firm must demonstrate existence of at least Six (6) local Office Branches covering Nairobi (Head Office), Mombasa, Nakuru, Kisumu, Eldoret and Embu ( <i>Attach documentary evidence</i> ) – <i>Maximum 12 Marks</i> <ul style="list-style-type: none"> <li>• <i>Main Office in Nairobi (2 marks)</i></li> <li>• <i>Branch in Mombasa (2 marks)</i></li> <li>• <i>Branch in Kisumu (2 marks)</i></li> <li>• <i>Branch in Embu (2 marks)</i></li> <li>• <i>Branch in Nakuru (2marks)</i></li> </ul>	12	
3.	<b>Qualifications of three key staff who will be handling Stima Sacco society account and relationship management:</b>	Team leader should be in possession of a degree in customer relations or other comparable qualifications and at least seven (7) years relevant experience. Other two to have at least a diploma in relevant field and five(5) years’ experience ( <i>Attach documentary evidence</i> ) <i>Bidders shall be required to provide documentary evidence for the above in form of certificates, letters of engagement, and CVs. Summary forms of the same will not be admissible. (max.15 marks)</i> <i>Team leader -7 marks</i> <i>Other two ( 4 marks each) -8 marks</i>	15	

4.	<b>Proof of service facilities across the country</b>	<b>a) No. of Armored Vehicles. (Maximum 15 marks)</b> <ul style="list-style-type: none"> <li>• 10 Vehicles and above (15 marks)</li> <li>• 7 to 9 Vehicles (10 marks)</li> <li>• 5 to 6 Vehicles (8 marks)</li> </ul>	15	
		<b>b) Proof of Communication and Vehicles Tracking Equipment (8 marks)</b> <ul style="list-style-type: none"> <li>• HF/VHF radio communications (4 marks)</li> <li>• Back up emergency systems (2mark)</li> <li>• Vehicle tracking equipment (2 mark)</li> </ul>	8	
		<b>c) Staff Complement (maximum 10 marks)</b> <ul style="list-style-type: none"> <li>• More than 50 Operational staff (10 marks)</li> <li>• Less than 50 but more than 20 Operational Staff (5 mark)</li> <li>• Less than 20 Operational Staff (1 mark)</li> </ul>	10	
		<b>d) Licensing of radio frequency by the Communication Authority of Kenya(CAK)</b> <ul style="list-style-type: none"> <li>• Valid License from CAK(5 Marks)</li> </ul> <p><i>Bidders shall be required to provide documentary evidence for the above in form of maintenance contracts, copies of logbooks, and Photolists of Cash in transit Teams in the branches, Summary forms of the same will not be admissible</i></p>	5	
5	<b>Financial capability</b>	<b>Volume of Business covering key clients: Firm must demonstrate the scope of business handled for at least seven (7) years. (Attach documentary evidence) – Maximum 15 Marks</b> <p>(a) Financial Turnover(annually)</p> <ul style="list-style-type: none"> <li>• 40 Million and above (7 Marks)</li> <li>• Between 25 Million and 40 million (5 marks)</li> <li>• Between 10Million and 25 million (3 marks)</li> <li>• below 10 million (0 marks)</li> </ul>	15	

		<i>(b) Contracts signed annually (at least Four contracts)-4 Marks.</i>		
		<i>(c) Number of client organizations working with the firm (at least 8 firms -4 Marks</i>		
		<b>TOTAL</b>	<b>100</b>	

**Note: The pass mark to proceed for further evaluation stage shall be 70%. Evaluation shall be done based on the evaluation criteria provided.**

**c) Financial Evaluation:**

The winning bidder will be the **lowest evaluated bidder** among those who will have passed the technical evaluation as outlined above (**a & b**) except where other conditions are not met as specified in the tender document.

**d)** Due diligence may be carried out during the process.

## SECTION III GENERAL CONDITIONS OF CONTRACT

<b>TABLE OF CONTENTS</b>	<b>Page</b>
3.1 Definitions	24
3.2 Application	24
3.3 Standards	24
3.4 Use of contract documents and information	24
3.5 Patent Rights	25
3.6 Performance security	25
3.7 Inspections and tests	25
3.8 Payment	26
3.9 Prices	26
3.10 Assignment	26
3.11 Termination for default	26
3.12 Termination for insolvency	27
3.13 Termination for convenience	27
3.14 Resolution of disputes	28
3.15 Governing language	28
3.16 Force majeure	28
3.17 Applicable law	28
3.18 Notices	28



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

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd under the Contract.
- d) “Stima DT Sacco Society Ltd” 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

### 3.5 **Patent Right's**

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

### 3.6 **Performance Security**

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Stima DT Sacco Society Ltd and shall be in the form of a **bank guarantee**.

3.6.4 The performance security will be discharged by Stima DT Sacco Society Ltd and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### 3.7 **Inspections and Tests**

3.7.1 Stima DT Sacco Society Ltd or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Stima DT Sacco Society Ltd shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its

subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Stima DT Sacco Society Ltd.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with Stima DT Sacco Society Ltd's prior written consent.

### **3.10 Termination for Default**

Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.

- c) If the tenderer, in the judgment of Stima DT Sacco Society Ltd has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Stima DT Sacco Society Ltd 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 Stima DT Sacco Society Ltd for any excess costs for such similar services.

### **3.12 Termination of insolvency**

Stima DT Sacco 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 Stima DT Sacco Society Ltd.

### **3.13 Termination for convenience**

3.13.1 Stima DT Sacco 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 Stima DT Sacco Society Ltd convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination Stima DT Sacco Society Ltd may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

Stima DT Sacco Society Ltd'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.

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6 performance security	A performance security of 10% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.8 Payment	Payment will be made within 30 days of invoice and upon determination to Stima DT Sacco's satisfaction that the services have been satisfactorily rendered.
3.9 Prices Adjustment Clause	Price adjustments shall not be allowed for the entire contract period
3.14 Resolution of disputes	In case of a dispute between the purchaser and the supplier and in case of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17 Applicable law	Contract shall be interpreted in accordance with the laws of Kenya

## SECTION V - DESCRIPTION OF SERVICES

### Part A - Brief Schedule of Services Required

For Provision of **Cash in Transit Services** Tender number **ST/FIN/CIT/12/19**

ITEM NO.	REQUIREMENT	YES / NO (please select and provide comment if any)
1.	Requirement to have branches and existing networks in the Branches where Cash carrying lot is tendered for.	
2.	Provision of special purpose vehicle designed for cash in transit services at the specified offices and frequency.	
3.	Valid KSIA (Kenya Security Industry Association) membership or PSIA (Professional Security Industry Association)	
4.	Ensure that CIT service vehicles are fitted with communication radios and vehicle tracking equipment.	
5.	Indicate strength/number of CIT vans and branch offices countrywide justifying suitability.	
6.	5 Client profiles with annual business in the excess of Kshs 5 Million annually.	
7.	Proof of valid Money Transfer Insurance cover relating to Cash in Transit Services.	

### Part B: Schedule of service delivery

This is a two-year contract expected to commence immediately after the award.

No.	FROM	TO	FREQUENCY
1.	Co-operative bank - Stima Plaza branch	Head office -Parklands, Nairobi	As and when required basis.
2.	Co-operative bank – Kimathi branch	Nairobi CBD Branch -Victor House, Kimathi street, Nairobi	As and when required basis.
3.	Co-operative bank – Mombasa Road branch	Kawi Center, South C, Nairobi	As and when required basis.
4.	Co-operative bank - Nkurumah Road branch	Mombasa branch- Electricity House, Mombasa	As and when required basis.
5.	Co-operative bank -Kisumu branch	Kisumu Branch –West End mall, Kisumu	As and when required basis.
6.	Co-operative bank -Eldoret East branch	Eldoret Branch- Zion Mall, Eldoret	As and when required basis.
7.	Co-operative bank- Nakuru East Branch	Nakuru Branch- Meems plaza, Nakuru	As and when required basis.

8.	Co-operative bank- Naivasha branch	Olkaria Branch - Geothermal plaza, Naivasha	As and when required basis.
9.	Co-operative bank- Embu branch	Embu Branch- Pearl Center, Embu	As and when required basis.



**SECTION VI PRICE SCHEDULE OF REQUIREMENTS:**

<b>No.</b>	<b>FROM</b>	<b>TO</b>	<b>FREQUENCY</b>	<b>UNIT COST PER TRIP IN KSHS VAT(INCLUSIVE)</b>
1.	Co-operative bank - Stima plaza	Head office - Parklands, Nairobi	As and when required basis	
2.	Co-operative bank – Kimathi branch	Nairobi CBD Branch Victor House, Kimathi street	As and when required basis	
3.	Co-operative bank – Mombasa Road branch	Kawi center south C	As and when required basis	
4.	Co-operative bank - Nkurumah Road branch	Mombasa branch Electricity, House	As and when required basis	
5.	Co-operative bank - Kisumu branch	Kisumu Branch West-end mall	As and when required basis	
6.	Co-operative bank – Eldoret East branch	Eldoret Branch Zion Mall	As and when required basis	
7.	Co-operative bank- Nakuru East Branch	Nakuru Branch, Meems plaza	As and when required basis	
8.	Co-operative bank- Naivasha branch	Olkaria Branch, Geothermal plaza, Naivasha	As and when required basis	
9.	Co-operative bank- Embu branch	Embu Branch, Pearl Center	As and when required basis	
<b>TOTAL PRICE IN KENYA SHILLINGS INCLUSIVE OF ALL TAXES (TO BE TAKEN TO THE FORM OF TENDER)</b>				

**PLEASE NOTE AND COMPLY WITH THE FOLLOWING:**

1. All prices to be inclusive of all taxes.
  - i. In case of discrepancy between unit price and total, the unit price shall prevail.
  - ii. The total amount in Kenya shillings to be taken to the form of tender
  
2. The technically compliant bidder with the **lowest price per branch will be awarded.**  
Stima Sacco may however choose to award the whole tender or in part

**Authorized Official of the tenderer:**

-----

**Name**

-----

**Signature & Official Rubberstamp**

## **SECTION VII STANDARD FORMS**

1. Form of tender
2. Declaration Form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Contract form

**FORM OF TENDER**

To:

Date \_\_\_\_\_

Chief Executive Officer  
Stima DT Sacco society  
P. O Box 75629- 00200  
Nairobi.

**TENDER NO. ST/FIN/CIT/15/19**

**Tender Name: PROVISION OF CASH IN TRANSIT (CIT) SERVICES FOR STIMA DT SACCO SOCIETY**

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Cash in Transit Services under this tender in conformity with the said Tender document 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 schedule of requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by Stima Sacco society.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

**DECLARATION FORM**

Date \_\_\_\_\_

**To:**

Stima DT Sacco,  
Mushembi Road, Parklands,  
P.O. Box 75629-00200,  
Nairobi,  
Kenya.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) .....  
.....

Declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Tenderers.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are **not** associated with any other tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**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><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel 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..... Name of your bankers.....</p> <p>Branch .....</p>																				
	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">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;"><b>Part 2 (c) – Registered Company</b></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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">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>																				

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]  
(hereinafter called “the tenderer”) has submitted its tender dated.....[date of  
submission of tender ] for the provision of .....  
[name and/or description of the services]

(hereinafter called “the Tenderer”)

..... KNOW ALL PEOPLE by these

presents that WE.....

Of.....having registered office at

[name of procuring entity] (hereinafter called “the Bank”) are bound unto.....

[name of procuring entity] (hereinafter called “Stima DT Sacco”) in the sum of .....

for which payment well and truly to be made to the said Stima DT Sacco, the Bank binds itself,  
its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank  
this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified  
by the  
tenderer on the Tender Form;  
or

2. If the tenderer, having been notified of the acceptance of its Tender by the  
Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if  
required; or

(b) fails or refuses to furnish the performance security, in accordance with the  
instructions to tenderers;

we undertake to pay to Stima DT Sacco up to the above amount upon receipt of its first written  
demand, without Stima DT Sacco having to substantiate its demand, provided that in its  
demand Stima DT Sacco will note that the amount claimed by it is due to it, owing to the  
occurrence of one or both of the two conditions, specifying the occurred condition or  
conditions. This guarantee will remain in force up to and including thirty (30) days after the  
period of tender validity, and any demand in respect thereof should reach the Bank not later  
than the above date.

\_\_\_\_\_  
[signature of the bank]

**PERFORMANCE SECURITY FORM**

To..... [Stima DT Sacco]

WHEREAS..... [name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_\_ to

supply..... [Description services] (Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20....

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20\_\_\_ between..... [Stima DT Sacco] of .....[Kenya](h hereinafter called “Stima Sacco”) of the one part and .....[name of tendered] of .....[city and country of Tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS Stima DT Sacco invited tenders for certain Materials and spares. VI.....[brief description of materials and spaAres] and has accepted a tender by the tenderer for the supply of those materials and spares in the 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) Stima DT Sacco’s Notification of Award.

- 3. In consideration of the payments to be made by Stima DT Sacco to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Stima DT Sacco to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. Stima DT Sacco 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 Stima DT Sacco)

Signed, sealed, delivered by\_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

In the presence of\_\_\_\_\_.



**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Stima DT Sacco*)

Request for review of the decision of the..... (*Stima DT Sacco*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

**SIGNED**  
**Board Secretary**