



NATIONAL SOCIAL SECURITY FUND

P.O. BOX 30599 – 00100

NAIROBI, KENYA

TENDER NO. NSSF 21/2019-2020

**PROVISION OF MAINTENANCE SERVICES FOR LIFTS
AND ESCALATORS AT VARIOUS NSSF COMMERCIAL
PROPERTIES**

(JUNE 2020)

ISO 9001:2015 Certified
National Social Security Fund
P.O BOX 30599 – 00100, Nairobi, Kenya
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TABLE OF CONTENTS

Section A	TENDER NOTICE
Section B	INSTRUCTIONS TO TENDERERS
Section C	SPECIFICATIONS & SCHEDULES FOR LIFT MAINTENANCE SERVICE
Section D	EVALUATION CRITERIA (REQUIREMENTS)
Section E	FORM OF TENDER
Section F	TENDER QUESTIONNAIRE
Section G	TENDER SECURITY FORM
Section H	CONTRACT FORM
Section I	BANK GUARANTEE FOR ADVANCE PAYMENT
Section J	LETTER OF NOTIFICATION OF AWARD
Section K	DECLARATION FORM

SECTION A: TENDER NOTICE

The National Social Security Fund invites sealed bids from interested eligible and competent firms to submit bids for Provision of maintenance services for Lifts and Escalators at various NSSF Commercial Properties as specified in the tender document.

Tender documents may be downloaded from the website www.nssf.or.ke/tenders or <http://supplier.treasury.go.ke> **free of charge**. Interested bidders who download the documents should send their particulars through email procurement@nssfkenya.co.ke for registration purposes before the tender closing date. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued

Tender documents shall be accompanied by the **Mandatory** requirements as stated in the Tender Document. Rates/Prices quoted should be net inclusive of all taxes and shall remain fixed during the term of the contract.

Completed tender documents in plain sealed outer envelopes enclosing separately sealed envelopes (in 'original' and 'copy' properly bound) **ALL** clearly marked **NSSF Tender No. NSSF 21/2019/2020: Provision of Maintenance Services for Lifts and Escalators at Various NSSF Commercial Properties** as per instructions in the tender documents and addressed to:

**The CEO/Managing Trustee
National Social Security Fund
P.O. Box 30599 – 00100
NAIROBI**

The same should be deposited in the tender Box on **2nd Floor, Reception Area, Block 'A', Western Wing, Social Security House, Nairobi on or before 10:00 a.m. local time on 19th June, 2020**. Tenders will be opened immediately thereafter at the **Seminar room, on 4th Floor, Social Security House, Block 'A' Western Wing, Nairobi** in the presence of bidders who choose to attend.

NSSF reserves the right to accept or reject any tender either in whole or in part

SECTION B - INSTRUCTIONS TO TENDERERS

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of services by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Services

- 2.1 All services to be supplied under the contract shall be as stated on the Schedules of requirements and technical specifications

3. Cost of Tendering

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

The Tender Document

4 Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
 - Tender Notice
 - General information
 - General Conditions of Contract
 - Special Conditions of Contract
 - Schedule of Requirements
 - Technical Specifications
 - Tender Form and Price Schedules
 - Tender Security Form

- Contract Form
- Performance Security Form
- Statement of not debarred

4.2 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.

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

6. Amendment of Documents

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

6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.

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

7 Preparation of Tenders

7.1 Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

8 Documents Comprising the Tender

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

- (a) Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 13 that the services to be supplied by the tenderer are eligible services and conform to the tender documents;
- (d) Statement of verification that not debarred in the Matter of Public Procurement and Disposal Act 2005; and
- (d) tender security furnished in accordance with paragraph 14

9. Tender Form

9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be supplied, a brief description of the services, quantity, and prices.

10. Tender Prices

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract.

10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the services quoted, including all customs duties and sales and other taxes already paid or payable:
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the services to their final destination;

10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

11. Tender Currencies

11.1 Prices shall be quoted in Kenya shillings.

12. Tenderers Eligibility and Qualifications.

12.1 Pursuant to paragraph 1 of section III, 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.

12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:

- (a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (b) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the obligations prescribed in the Conditions of Contract and/or Technical Specifications.

13. Services' Eligibility and Conformity to Tender Document.

13.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to supply under the contract.

13.3 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the services;
- (b) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(b) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be

descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

14.1 The tenderer shall furnish, as part of its tender, a bid security of Kenya Shillings Two Hundred Thousand (Kes. 200,000.00) issued by a reputable bank or Insurance Firm approved by PPRA.

14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7

14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity date of the tender.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 22.

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

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 90 days after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 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.

16.Format and Signing of Tender

16.1 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.

16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

16.3 The tender shall have no interlineation, 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.

Submission of Tenders

17. Sealing and Marking of Tenders

17.1 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.

17.2 The inner and outer envelopes shall :

- (a) be addressed to the Procuring entity at the following address:

**CEO/Managing Trustee
National Social Security Fund
P.O Box 30599,
NAIROBI.**

(b) Bear Tender No. NSSF 21/2019/2020: Provision of Maintenance Services for Lifts and escalators and the words: “DO NOT OPEN BEFORE,” 10:00 a.m. local time on 19th June, 2020

17.3 The inner envelopes only shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 no later than **10:00 a.m. local time on 19th June, 2020**

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

19. Modification and Withdrawal of Tenders

19.1 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 tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, marked not later than the deadline for submission of tenders.

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

19.4 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 14.7.

20.0 Opening and Evaluation of Tenders

- 20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend after **10:00 a.m. on 19th June, 2020** and in the in the location specified in the invitation to tender.
- 20.2 The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.
- 20.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 20.4 The Procuring entity will prepare minutes of the tender opening.

21. Clarification of Tenders

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

22. Preliminary Examination

- 22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 22.2 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.
- 22.3 The Procuring entity may waive any minor informality or non-conformity 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.

23. Evaluation and Comparison of Tenders

23.2 The comparison shall be the price of the services offered, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the services.

23.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

- (a) delivery schedule offered in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) the cost of service;

23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

- (a) *Delivery schedule.*
 - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) *Deviation in payment schedule.*

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

24. Contacting the Procuring entity

- 24.1 Subject to paragraph 21, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 24.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Award of Contract

25. Post-qualification

- 25.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

26. Award Criteria

- 26.1 Subject to paragraph 10, 23 and 28 the Procuring entity will award the contract to the successful tenderer(s) for each lot whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender for the respective lots, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily for award of one commercial and one residential properties where applicable.

27. Procuring entity's Right to Vary quantities

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

32. Corrupt Fraudulent Practices

32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION C-GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Services” means all the services to be provided by the successful Tenderer in relation to schedule of requirement, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization (NSSF) purchasing the Services under this Contract.
- (e) “The tenderer” means the individual or firm supplying the Services under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

4. Standards

4.1 The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

6. Patent Rights

6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the Procuring entity's country.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the Services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

- 8.3 Should any inspected or tested Services fail to conform to the Specifications, the Procuring entity may reject the Services, and the tenderer shall make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 8.4 The Procuring entity's right to inspect, test and, where necessary, reject the Services after the Services' arrival shall in no way be limited or waived by reason of the Services having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Services' delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

10. Delivery

- 10.1 Delivery of the Services shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

11. Insurance

- 11.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss or damage to property.

12. Payment

- 12.1 Payments shall be made promptly by the Procuring entity monthly in arrears after satisfactory performance as specified in the contract.

13. Prices

- 13.1 Prices charged by the tenderer for Services delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

14. Assignment

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

16. Termination for Default

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

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

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

17. Liquidated Damages

17.1 If the tenderer fails to deliver any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed services up to a maximum deduction of 10% of the delayed services. After this the tenderer may consider termination of the contract.

18. Resolution of Disputes

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

18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

19. Language and Law

19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

20. Force Majeure

20.1 The tenderer 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.

SECTION D: SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Bidding Notes

- 1.1 The Bidder is required to check the number of pages and if any is found to be missing or in duplicate or the figure or writing indistinct, he must inform the Fund at once and have the same rectified.
 - 1.2 Should the Bidder be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform the Fund in order that the correct meaning may be decided upon before the date for submission of the Bid.
 - 1.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Bidder's Bid due to mistakes which should have been rectified in the manner described above.
 - 1.4 The Bidder shall not alter or otherwise qualify the Text of this tender document. Any alteration or qualification made without authority will be ignored and the text of the tender document as printed will be adhered to.
 - 1.5 All items of measured services shall be priced in detail and Bids containing lump sum to cover trades or groups of works must be broken down to show prices for each item before they will be accepted.
 - 1.6 The words "approved Bidder" shall mean the Bidder shall have complied with these conditions in every respect.
2. The contract would be two years subject to good performance and may be renewed for a further period as may be agreed by the parties.
 3. Scope of Work is Provision of **Maintenance Services for lifts and escalators at various NSSF Properties as detailed in the Technical Requirements.**

**SECTION C: SPECIFICATIONS & SCHEDULES FOR LIFT/ESCALATORS
MAINTENANCE SERVICE**

(OBLIGATIONS OF THE SERVICE PROVIDER)

1. The Service provider shall make quarterly service calls to the Customer's premises to carry out checks /inspections of the Customers lifts for cleaning, repair, assessment and optimization of its functionality. These inspections may be carried out over the weekends or on Public Holidays.
2. The Service Provider shall implement the recommendations contained in the statutory inspections upon being notified by the Customer
3. The Service Provider shall provide Emergency Services /breakdown visits required by the Customer in between routine service calls or outside normal working hours. The response time for the emergency call back services shall be within twenty (20) minutes and provided twenty-four hours a day, seven (7) days a week.
4. The Service Provider shall advise the Customer on the operation of the lifts in order to provide the greater operating efficiency.
5. The Service Provider shall submit to the Customer a complete Service Engineer's Report indicating the services rendered following every such inspection or service.
6. The Service Provider shall notify the Customer of any intended service visit at least one week prior to departure or as otherwise agreed
7. The Service Provider will provide to the Customer a copy of the Maintenance Manuals and Maintenance Chart for the records.
8. The Service Provider shall provide a Resident Technician who shall be based at NSSF Building(s) during normal working hours (8.00 a.m. – 5.00 p.m.) Monday to Friday.
9. The Service Provider shall train the Caretaker and two (2) guards identified by the Customer on how to handle any emergency that may occur on the lifts after normal working hours. The Service Provider shall furnish to the trained persons a certificate or letter of training.
10. The Service Provider will stock on the fast moving items, which may be replaced because of regular wear for the duration of the contract. However, those components that need to be imported, the Service Provider will ensure that the same are shipped in within seven (7) days.

11. The Service Provider will avail one (1) release key per lift that will be kept in the Machine Room of the Customer. In addition, the Call back register shall be kept in the Machine Room which shall have restricted access.

INCLUSIONS

1. Replacement of guide show gibs and guide rollers when the inspectors judgement is necessary to ensure smooth and quiet operation, except where roller guides are used
2. To provide specific lubricants compound to specifications
3. To keep the guide rails properly lubricated
4. To examine, lubricate, adjust and if in inspectors judgement conditions warrant repair or replace all necessary equipment furnished and installed by yourselves with the exception of those indicated as exclusions
5. To examine and periodically all safety devices and governors and make customary annual safety tests.
6. Provide emergency and minor adjustments call back services for 24 hours a day, 365 days of the year.
7. Ensure that all Equipment and associated spaces are kept clean and presentable at all times.

OBLIGATIONS OF THE CUSTOMER

- a. In consideration of maintenance services provided by the Service Provider, the Customer shall without any set-off or other deductions pay all relevant charges fees and levies as provided for under clause 4 this contract.
- b. The Customer shall immediately report to the Service Provider any fault or unusual operating conditions in the lifts or any parts thereof without attempting to repair it by itself or third parties.
- c. The Customer shall provide all the relevant accesses and assistance required by the Service Provider and its agents for the provision of the services herein.
- d. The Customer shall take all reasonable precautions including Service Provider's instructions to prevent the lifts being damaged.
- e. The Customer shall ensure that the Caretaker and guards are trained by the Service Provider on how to handle any emergency occurring after working hours.

CONTRACT PERIOD

The Contract shall remain in force for a period of two **(2) years** subject to a satisfactory performance and may be renewed for such further period on such terms as the parties may agree.

Tender No. NSSF 21/2019- 2020 –Maintenance of Lifts and Elevators

PROPERTY	MAKE OF THE LIFT	NUMBER. OF LIFTS	NUMBER OF ESCALATORS
Social Security House, Nairobi Block 'A'	Schindler	15	4
Social Security House, Nairobi Block 'B'	Schindler	3	-
Social Security House, Nairobi Block 'C'	Mitsubishi	2	-
Social Security House, Nairobi -Annex	Mitsubishi/Intentec	2	-
Social Security House, Mombasa	Otis	4	-
View Park Towers	Schindler	7	-
Hazina Towers	Schindler	4	-
Hazina Trade Centre	Otis	3	-

TIME SHEET AND WORK SHEDULE FOR LIFTS AND ESCALATORS MAINTENANCE SERVICE

	BUILDING	UNIT NUMBER:	REMARKS
	BUILDING:		
	1. See Client for any Problems		
	2. Ride Lift – Check Alarm Bell, Re-open Devices		
	3. Eliminate Unnecessary Noises		
	4. Clean Door Tracks, Locks, Cills and ensure entrances close freely		
	5. Replace lock rollers as necessary		
	6. Relubricate tracks if necessary		
	7. Ride car and check door operations clean oil spills & finger marks from D/frames		
	8. Visit Machine room and check for any serious problems		
	9. At the top floor, check the aircord for damage and tension		
	10. Open doors and check centralisation to door frames, check door roller and eccentrics. Doors should not be able to be parted by more than 15mm. At the bottom.		
	11. Check lock gap (2mm) Mech' locking, (7mm)		
	12. Check landing door shoes for wear/binding clean out cill		
	13. Check doors are smooth and Quiet		
	14. Check that the doors close over the last 30mm, Unassisted, recheck roller positions.		
	15. Continue down shaft not forgetting the bottom entrance		
	16. Get job sheet signed		
	TECHNICIAN'S SIGN:..... SUPERVISOR'S SIGN:..... CLIENT NAME..... SIGN.....		

TIME SHEET AND WORK SHEDULE FOR LIFTS AND ESCALATORS MAINTENANCE SERVICE

	BUILDING	UNIT NUMBER:	REMARKS
	CONTROLLERS & SELECTORS		
	1. See Client for any Problems		
	2. Ride Lift – Check Alarm Bell, Re-open Devices & floor levels		
	3. Observe Operation of the controller replace all arching carbons, contacts, worn brades, silver tips etc. (IF NEC)		
	4. Eliminate Temp’ wired fuses, C/B’s, etc. Check oil in N301 O/Loads, do 20 Sec. Drop TST		
	5. Visually check all resistors, capacitors, P.C.B.S for signs of failure		
	6. Correct any untidy wiring check mech locking of directional contractors, (U,D) (L,M), etc. (IF NEC)		
	7. Systematically check all controller connections for tightness and burning		
	8. Repeat procedure for relays located on selector (IF Applicable)		
	9. Check selector Ring/Bars for worn or broken contacts. Lift ring to make sure ring does not stick when lifting (Strip IF NEC)		
	10. Re-adjust floor levels		
	11. Visually check M/room. Get job sheet signed		
	TECHNICIAN’S SIGN:..... SUPERVISOR’S SIGN:..... CLIENT NAME..... SIGN.....		

TIME SHEET AND WORK SHEDULE FOR LIFTS AND ESCALATORS MAINTENANCE SERVICE

	BUILDING	UNIT NUMBER:	REMARKS
	TAPE / GOVERNOR & SHAFT		
	1. See Client for any Problems		
	2. Ride Lift – Check Alarm Bell, Re-open Devices		
	3. Eliminate unnecessary noises		
	4. Check bushes in the GOV and Tape Idle Wheels. Check Sel' Tape fixings under lift car (IF APPLIC). Report on this form.		
	5. Check guides shoes/rollers, GRS' (If Necessary)		
	6. Check Comp' rope guides (IF APPLIC)		
	7. Clean and grease comp' sheave (IF APPLICABLE)		
	8. Check Operation of safety switches		
	9. Clean your shoes before leaving Pit		
	10. Remove Prop (IF HDR') and sent lift to top floor. Check over run (8"-12")		
	11. RUN LIFT. Visit M/Room and get sheet signed		
	TECHNICIAN'S SIGN:..... SUPERVISOR'S SIGN:..... CLIENT NAME..... SIGN.....		

TIME SHEET AND WORK SHEDULE FOR LIFTS AND ESCALATORS MAINTENANCE SERVICE

	BUILDING	UNIT NUMBER:	REMARKS
	FIXTURES AND CABIN		
	1. See client for any problems		
	2. Ride Lift – Check Alarm Bells & Door open devices		
	3. Eliminate Unnecessary noises		
	4. Methodically check all bulbs/Indicators in the car and landings. Replace as necessary		
	5. Check operation of all buttons in car & on landings. Replace bulbs as necessary. If buttons are broken, make a report on this sheet for 'T' order (IF CAUSED BY MISUSE)		
	6. Check condition of car flooring, lighting. Ask for bulbs from C/Taker if Necessary Report worn flooring on this form.		
	7. If HYD' Lift, make sure the car is propped before entering into the pit.		
	8. Clean the complete underside of the lift car. Check that this safety gear baskets lift smoothly and the springs are present (IF APPLICABLE)		
	9. Correct any poor or exposed wiring		
	10. Check operation or stop switch & S.O.S		
	11. Clean the entire Pit area and Equipment		
	12. Check guides Shoes/Rollers, GRS' (IF NECESSARY)		
	13. Check Comp' rope guides (IF APPLIC')		
	14. RUN LIFT. Visit M/Room and get sheet signed		
	TECHNICIAN'S SIGN:..... SUPERVISOR'S SIGN:..... CLIENT NAME..... SIGN.....		

TIME SHEET AND WORK SHEDULE FOR LIFTS AND ESCALATORS MAINTENANCE SERVICE

BUILDING	UNIT NUMBER:	REMARKS
MACHINE, GENERATOR & BRAKES		
1. See client for any problems		
2. Ride Lift – Check Bells, S. Edges		
3. Eliminate Unnecessary noises		
4. Observe operation of machine. CHK for any severe backlash or thrust or gland leakage report on this form		
5. Tighten all bolts to eliminate small leaks		
6. Check oil levels in gear bearings		
7. Strip and clean Brake poles and pins of all paint. Check brake linings for wear and that they are securely fixed to the arms.		
8. Reassemble break/Lub' and re-adjust lift		
9. Run empty car up and crash stop lift. Ensure the lift holds load but is not severe the lift should not brake traction.		
10. Check Sheave for wear		
11. Run lift on normal and set brake lift. If single/Two Speed, set floor levels		
12. Run Lift continuously to ensure good operation.		
13. Remove terminal covers and blow out the motor & generator		
14. Check all brushes for wear and sticking. (IF NEC.)		
15. Report on this form (IF NEC.)		
16. Ensure equal and correct brush tension. (IF NEC.)		
17. If badly sparking, inform supervisor if you are NOT sure how to proceed, i.e. N-Point, Quartering etc. (IF NEC.)		
18. Completely clean selector tape. (IF NEC.)		
19. Re-Lubricate as Necessary.		
20. Get job sheet signed by client.		
TECHNICIAN'S SIGN:..... SUPERVISOR'S SIGN:..... CLIENT NAME..... SIGN.....		

SECTION D: EVALUATION CRITERIA (REQUIREMENTS)

1. Qualification and Award

STAGE ONE – PRELIMINARY EVALUATION

Tenders which do not satisfy any of the above requirements shall be rejected.

(ii) Mandatory / Statutory Requirements

1. Certificate of Registration / Company Incorporation
2. Details of Company Ownership / Directorship including details on citizenship and shares held.
3. Copy of a valid Tax Compliance Certificate
4. Copy of a valid NSSF Compliance Certificate
5. Bid Bond of Kes. 200,000.00 issued by a reputable bank or insurance firm approved by the PPRA valid for 90 days from the closing date of the tender
6. Audited Accounts for the last two (2) years **(within 2017 and 2018)**.
7. Proof of physical address – e.g. lease agreement, business permit etc.
8. Certificate of Registration from National Construction Authority in Lifts/Electrical installations.
9. Current License from Energy Regulatory Commission (ERC)
10. Valid Contract agreement with the manufacturer confirming access to parts and capacity to service the Lifts/Escalators

Tenders which do not satisfy any of the above requirements shall be rejected as Non Responsive.

STAGE II - TECHNICAL EVALUATION.

*(Documentary evidence **must** be provided for each requirement – non-compliance may lead to disqualification or nil points).*

GENERAL EXPERIENCE	YES	NO
<p>Specific experience of the firm in servicing / maintaining Lifts and Escalators.</p> <p>Details of experience and past performance of three corporate clients you have successfully serviced /maintained (lifts/Escalators) within the last five years (5No) years 2014-2019 (Attach evidence in form of Contracts or LPOs of value not less than KES 500,000 .00 Annually) that can best demonstrate your experience in providing similar services.</p>		

RECOMMENDATION LETTERS	YES	NO
<p>Provide current (within the last 12 months) recommendation letters from the three firms mentioned above.</p> <p><i>Due diligence will be carried out to verify the information presented.</i></p>		
PERSONNEL EXPERIENCE		
<p>a. Contract Manager</p> <ul style="list-style-type: none"> • Have a Bachelor of Science in Electrical, and or Mechanical Engineering and 5 years’ experience in the proposed position. <p>OR</p> <ul style="list-style-type: none"> • Higher National Diploma in Electrical and or Mechanical Engineering with 5 years’ experience in the proposed position. <p>OR</p> <ul style="list-style-type: none"> • Certificate in Electrical and or Mechanical Engineering with 8 years’ experience in the proposed position. <p>(Attach Academic Qualification and a detailed CV signed by both the employer and the employee showing relevant work experience).</p> <p><i>Failure to submit evidence in the form of CV signed by the employee and countersigned by the organization and certified copies of certificates shall lead to disqualification.</i></p> <p>b. Technician</p> <ul style="list-style-type: none"> • <i>Higher National Diploma in Electrical and or Mechanical Engineering with 3 years’ experience in the proposed position.</i> <p>OR</p> <ul style="list-style-type: none"> • <i>Certificate in Electrical and or Mechanical Engineering with 5 years’ experience in the proposed position.</i> <p>(Attach Academic Qualification and a detailed CV signed by both the employer and the employee showing relevant work experience).</p> <p><i>Failure to submit evidence in the form of CV signed by the employee and countersigned by the organization and certified copies of certificates shall lead to disqualification.</i></p>		

MACHINERY, TOOLS & EQUIPMENT		
A commitment letter from the company on availability of the relevant maintenance equipment and tools for use in maintenance.		
BUSINESS SUPPORT		
<p>a) Average Annual Turn-over of at least KES 1 million.</p> <p>b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility as confirmed by a letter from the appointed bankers that prove your capacity to deliver without relying on NSSF payment).</p> <p>c) Insurance cover for equipment and proof of indemnity against risks and current workman's compensation and professional indemnity cover.</p>		
<i>The Fund reserves the right to countercheck any/or all of the evidence.</i>		

N/B. NSSF may independently verify this information and any tenderer found to have given false information shall be disqualified.

Bidders that meet all the parameters at this stage shall proceed to Stage III: Financial Evaluation.

STAGE THREE – FINANCIAL EVALUATION

Price comparisons and ranking will be done for each type of lift and escalator.

RECOMMENDATION FOR AWARD

The lowest evaluated bidder for each lot shall be recommended for award.

SECTION E: FORM OF TENDER

To:
**The Managing Trustee
National Social Security Fund
P.O. Box 30599- 00100
NAIROBI.**

Date: _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents we the undersigned, offer to provide **Maintenance of Lifts and Escalators at NSSF (*Specify the Lifts and Escalators you are quoting for*)** under this tender in conformity with the said Tender documents for the sum of
 Kshs.....(*words*)
(*figures*)
 [Total Tender amount in words and figures] Inclusive of VAT 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 deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. 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.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE FOR PROVISION OF MAINTENANCE SERVICES FOR LIFTS & ESCALATORS

SUMMARY OF PRICES

LOT NO.	LOT DESCRIPTION	No.	QUARTERLY RATE (KSHS)	ANNUAL COST (KSHS)
A	Schindler Lifts	29		
	Schindler Escalators	4		
B	Mits Lifts	4		
C	Otis Lifts	7		
Total annual cost transferred to Form of Tender				

SCHEDULE OF MAJOR PARTS WITH THEIR PRICES

	Description of component	UNIT	Price (kshs)	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature of tenderer _____

Official Rubber Stamp _____

Date _____

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

SECTION F: TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of Tenderer:
.....
2. Full address of Tenderer to which tender correspondence is to be sent (unless an Agent has been appointed below):
.....
3. Telephone number (s) of Tenderer:
.....
4. Fax Address of Tenderer:
.....
5. Name of Tenderer’s representative to be contacted on matters of the tender during the tender period:
.....
6. Details of Tenderer’s nominated Agent (if any) to receive tender notices. This is essential if the Tenderer does not have his registered address in Kenya (name, address, telephone):
.....
.....

_____ *Signature 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

Part 1 – General	
Business Name.....
Location of business premises.	
Plot No.....	Street/Road
Postal Address	Tel No. Fax E mail.....
Nature of Business.....	
Registration Certificate No.	
Maximum value of business which you can handle at any one time – Kshs.	
Name of your bankers	Branch

Part 2 (a) – Sole Proprietor	
Your name in full	Age
Nationality	Country of origin
Citizenship details	

Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company Private or Public

.....
State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....

2.....

3.....

4.....

5.....

DateSeal/Signature of Candidate

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]

KNOW ALL PEOPLE by these presents that WE.....

of.....having registered office at

[hereinafter called “the Bank”) are bound unto.....

(hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

(Banks’ official seal)

[Signature of the bank]

(Amend accordingly if provided by Insurance Company)

SECTION H: CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [name of Procurement entity] of[country of Procurement
entity] (hereinafter called “the Procuring entity) of the one part and
[name of tenderer] of [city and country of tenderer] (hereinafter called “the
tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods] and has accepted a tender
by the tenderer for the supply of those goods in the sum of
[contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence
of)

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply[description of goods] (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 figure] 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 you 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 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

SECTION J: LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER _____

SECTION K: DECLARATION FORM

SECTION L. STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Name of the Company) who is a Bidder in respect of **Tender No.** To supply goods, render services and/or carry out works for National Social Security Fund and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title)

(Signature)

(Date)