

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF SIAYA

TENDER DOCUMENT

FOR

PROVISION OF PRIVATE SECURITY GUARD SERVICES

TENDER NO: CGS/SCM/GOV. & ADM/OT/2018-2019/003

**CHIEF OFFICER
GOVERNANCE & ADMINISTRATION
COUNTY GOVERNMENT OF SIAYA
P.O. BOX 803-40600
SIAYA**

**COUNTRY SECRETARY
COUNTY GOVERNMENT OF SIAYA
P.O. BOX 803-40600
SIAYA**

November 2018

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SECTION I - INVITATION TO TENDER

Date: 28/11/2018

TENDER NO: CGS/SCM/GOV. & ADM/OT/2018-2019/002 FOR PROVISION OF PRIVATE SECURITY GUARD SERVICES

The County Government of Siaya (CGS) invites sealed bids from eligible candidates for provision of Private Security Guard Services in various locations within the County.

Interested candidates may view / inspect/ obtain complete tender documents free of charge from the CGS website (www.siaya.go.ke)

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing/opening date of the tender. Tenders must be accompanied by a **Tender Security of Kenya Shillings Three Hundred Thousand (Kshs. 300,000)** in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Disposal Regulations, 2006, payable to the County Secretary, CGS

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender identification number and name and be deposited in the Tender Box provided at the main entrance of **ALEGO USONGA SUB-COUNTY OFFICES** within Siaya Town or be addressed and posted to:

**The County Secretary
County Government of Siaya
P.O. Box 803 - 40600
SIAYA**

so as to be received **on or before Thursday 13th December, 2018 at 12.00 noon**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Alego Usonga Sub-County Offices**.

Director, Supply Chain Management
For: COUNTY SECRETARY

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) Appendix to Instructions to Tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements
 - (vi) Details of Service
 - (vii) Form of Tender
 - (viii) Price Schedules
 - (ix) Contract Form
 - (x) Confidential Business Questionnaire Form
 - (xi) Tender security Form
 - (xii) Performance security Form
 - (xiii) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 not later than seven (7) days prior to the deadline for the submission of the 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 candidates who have received the tender documents.

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

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.11.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12
- (d) Confidential Business Questionnaire
- (e) Declaration Form.

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form 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 the 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 2.20.5
- 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 15% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity 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 paragraph 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 it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be stated as an absolute value and shall be an amount of not more than two percent of the tender as valued by the procuring entity.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form:
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance company guarantee as may be approved by the Public Procurement Regulatory Authority.
 - d) Letter of credit.
 - e) A guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.4 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

- 2.12.6 Unsuccessful Tenderer's tender 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
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender after the deadline for submitting tenders but before the expiry of the period during which tenders shall remain valid.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.28 or
 - (ii) To furnish performance security in accordance with paragraph 2.29.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 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 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 Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL TENDER**" and "**COPY OF TENDER**". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender
 - (b) Bear Tender identification number and name in the invitation to tender and the words: "**DO NOT OPEN BEFOR, 13TH DECEMBER, 2018 at 12 NOON**"
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **13TH DECEMBER, 2018 AT 12 NOON**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for 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 fax or email 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 2.12.8.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers within fourteen days of termination and such notice shall contain the reasons for termination.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12 NOON ON TUESDAY 13TH DECEMBER, 2018** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services
- 2.22.3 The Procuring entity's evaluation of a tender will consider, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4.
- (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:** The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
 - (b) **Deviation in payment schedule:** Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

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

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

2.23. Contacting the Procuring entity

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

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

2.24 Award of Contract

(a) Post-qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will verify and 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 consider the tenderer 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 2.11.2 , as well as such other information as the Procuring entity deems necessary and appropriate

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

(b) Award Criteria

2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of Award

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

2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

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

2.27 Performance Security

2.27.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.27.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.27.1 or paragraph 2.26.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.28.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: The tender is open to Security service providers registered in Kenya who have appropriate and valid accreditations
2.1.3	Qualification Information Statement: Not required
2.2.2	Price to be charged for tender documents. Prospective Tenderers may download complete tender document free of charge from the County Government of Siaya website (www.siaya.go.ke)
2.2.3	Reviewing the tender documents: Prospective Tenderers can access and review the tender document free of charge from County Government of Siaya website (www.siaya.go.ke)
2.9.5	Contract Price Variations: Any contract price variations shall be as allowable in the Public Procurement and Asset Disposal Act, 2015
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Incorporation ii) Certificate of valid tax compliance
2.12.1	Particulars of tender security if applicable. Tender Security in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Disposal Regulations, 2006, amounting to Kenya Shillings Three Hundred Thousand (Kshs. 300,000) valid for an additional thirty (30) days after the expiry of the tender validity period i.e. valid for 120 days after the date of tender opening.
2.12.3	Denomination of Tender Security: The tender security shall be denominated in Kenya Shillings and no other currency shall be allowed
2.14.2	Signing of Tenders: <ul style="list-style-type: none"> ■ The tender shall be signed only by a person(s) duly authorized to bind the tenderer ■ The tender document should additionally be serialized.
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Supply chain Management Office.
2.20.1	Tenderers are required to submit the following MANDATORY DOCUMENTS which will be used during PRELIMINARY EXAMINATION to determine responsiveness, notwithstanding any other requirement in the tender document: <ol style="list-style-type: none"> 1) Copy of certificate of Incorporation under the Company's Act, Cap 486 2) Copy of recent CR12. (This may be verified with the Registrar of Companies) 3) A Copy of Valid Tax Compliance Certificate issued by the Kenya Revenue Authority (Will be verified on the KRA TCC Checker) 4) Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	<p>5) Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided.</p> <p>6) Must submit a duly completed and signed Confidential Business Questionnaire in format provided</p> <p>7) Must Submit an original Tender Security in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Disposal Regulations, 2006, amounting to Kenya Shillings Three Hundred Thousand (Kshs. 300,000) valid for an additional thirty (30) days after the expiry of the tender validity period i.e. valid for 120 days after the date of tender opening.</p> <p>8) Must submit evidence on financial standing such as profit and loss statements and audited accounts produced within the last Eighteen (15) calendar months of the date of tender document and signed by auditor(s) approved by Institute of Public Accountants of Kenya (ICPAK)</p> <p>9) Current Membership Certificate of Kenya Security Industry Association (KSIA) OR Protective Security Industry Association or any other any other local professional security body/organization</p> <p>10) Certified copy of current NSSF Compliance Certificate for employees and certified copies of returns for the last three months (<i>Aug., Sept., Oct., Nov., 2018 acceptable</i>)</p> <p>11) Certified copy of current NHIF Compliance Certificate for employees and certified copies of returns for the last three months (<i>Aug., Sept., Oct., Nov., 2018 acceptable</i>)</p> <p>12) Provide a commitment letter that all guards to be deployed to CGS will be vetted and the bidder undertakes to provide valid Police clearance certificates for each guard to be deployed</p> <p>13) Provide current licence for Radio / Alarm frequency Communication Commission of Kenya (CCK)</p> <p>14) Submission of relevant and valid insurance covers for:</p> <ul style="list-style-type: none"> a) Work Injuries Benefit (WIBA) b) Contractual liability insurance policy c) Public liability <p>15) Letter of Compliance issued by Ministry of Labour and showing Compliance to labour requirements and in particular compliance to minimum wage</p> <p>16) A declaration that the service provider shall comply with minimum wage regulations</p> <p>17) Demonstration with relevant documentation (certified payroll) that wage for guards meets the gazette minimum wage guidelines</p> <p>18) Properly bound, good presented document. The tender document shall be paginated / serial numbered.</p> <p>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</p>
2.20.2	<p>Arithmetic Errors: The tender sum as submitted and read out during tender opening shall be final and shall not be the subject of any corrections, adjustments or amendments.</p>

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.21	Conversion to a single currency: Tender Prices shall be in Kenya Shillings and no other currencies are allowed. There will therefore be no conversions
2.22	<p>EVALUATION AND COMPARISON OF TENDERS</p> <p>Tenders that are found Responsive at the Preliminary Evaluation Stage will be subjected to Detailed Evaluation as per the criteria immediately after this Appendix to Instructions to Tenderers Table notwithstanding any other requirement in the tender documents.</p>
2.24 (a)	Particulars of post – qualification if applicable. The CGS may conduct post-qualification as it deems necessary in accordance with “The Public Procurement & Disposal Act 2015 Section 83 (1), which provides that <i>“An evaluation committee may, after tender evaluation, but prior to the award of the tender, conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this Act”</i>
2.24.4	<p>Award Criteria:</p> <p>Tender will be on Multiple Awards to bidders who meet the award criteria outlined after detailed evaluation below.</p> <p>Implementation:</p> <ul style="list-style-type: none"> ▪ The signed contract shall be used by all County Departments on need basis ▪ Contract will operate on framework basis will be based on unit rats and the quantity shall increase and decrease as necessary ▪ Communication on increase or decrease of number of guards shall be in writing.
2.27	Particulars of performance security if applicable. Performance Security will be in the form of a Bank Guarantee of 10% of the Contract sum which, may be reduced to 5% of the contract sum, in the event the contract is renewed for a further one year when the performance is deemed satisfactory. The performance Bond may further be reduced to 2% in the last six (6) months of the renewed contract.
Other’s as necessary	Complete as necessary. None

DETAILED EVALUATION CRITERIA

A) TECHNICAL EVALUATION

Tenders meeting the minimum responsiveness requirements will be evaluated according to the following Evaluation Criteria

TECHNICAL EVALUATION REQUIREMENTS SCHEDULE

No.	Description of Criteria	Max Score	Requirement
1	Company profile. No. of years firm has been providing security services: <ul style="list-style-type: none"> - Over 10yrs -3marks - 5-10yrs – 2marks - 0-5yr – 1mark 	3	Specify
2	Company's Turn over <ul style="list-style-type: none"> - Upto 100 Million – 1mark - 250 million _2marks - 500 million – 3marks - 600 million & above – 4marks 	4	Certified Audited accounts or 2yrs
3	Proof of financial stability (current ratios of at least 2:1) – (2 points) <i>Please show the calculations to earn the Marks. CGS will confirm the accuracy.</i>	2	
4	Contractual Liability <ul style="list-style-type: none"> - Contractual Liability Cover with a minimum limit of 20million per event (1marks) 	1	
5	Fleet Capacity- operational Motor Vehicles and motor cycles dedicated to security assignments - attach proof of ownership/ lease 1. Motor Vehicles <ul style="list-style-type: none"> • 1 to 4 (1 Marks) • 5 and above (3 marks) 2. Motor cycles <ul style="list-style-type: none"> • 1 to 4 (1 Marks) • 5 and above (2 marks) 	5	Attach copies of log books owned/leased
6	Shall have trained security dogs and Kernel. Attach documentary evidence by attaching Dogs, current vaccination (2marks)	1	Vaccination certs
7	An operational VHF/Radio Communication licence and equipments (attach proof of frequency allocation) – (2marks)	1	Proof of availability CCK Letter
8	Alarm Equipment <ul style="list-style-type: none"> - Manufacturer's authorization letter(1marks) 	1	- Letter from manufacturer
9	Quality Management Systems. State if firm is ISO certified and attach a copy of ISO certificate – <ul style="list-style-type: none"> - Complete(2marks) - In the process(1marks) 	2	ISO Certificate or documents showing process ongoing

No.	Description of Criteria	Max Score	Requirement
10	<p>Guards strength</p> <p>Number of guards <i>employed (attach 3 Months copies of NSSF and NHIF contribution certificates - Any for Aug., Sept. Oct. & Nov. 2018 acceptable)</i></p> <ul style="list-style-type: none"> ▪ 1-250 (2 marks) ▪ 251- 500 (5 marks) ▪ Over 500 (8 marks) 	8	Copies of NSSF and NHIF contribution certificates - Any for Aug., Sept. Oct. & Nov. 2018 acceptable
11	<p>Specific experience of the Security Firm in relation to this requirement</p> <p>Provide names, addresses (including Tel & email) and contact persons of at least five clients (past and current) that can demonstrate your experience in the last five years on similar nature of assignments - (Security/guarding services for properties). <i>Firms that have provided security services for Siaya County will have an added advantage. Attach Proof or evidence of such contracts e.g. letters of award, contract agreements etc for each client. – Total 30 points</i></p> <ul style="list-style-type: none"> ➤ List of Clients as above to include the following (6 Points for each Client) <ol style="list-style-type: none"> 1. Name – 0.5 point each total 2.5 points 2. Address – 0.5 point each total 2.5 points 3. Contact person (including Tel & email)– 0.5 point each total 2.5 points 4. Similar assignment – 1.5 points each total 7.5 points 5. Proof of such contracts (Attach evidence e.g. award letters or contract agreement) –3 Points each total 15 points <ul style="list-style-type: none"> ▪ If no evidence e.g. award letters, contract agreements or any other documentary evidence attached for any stated client shall attract nil points in total for that client) ▪ Four (4 No.) Clients shall be considered. The fifth shall be services rendered for Siaya County within the last ten (10) years. Required evidence must be submitted. 	30	Details included in Column 2
12	<p>Reputation:</p> <ul style="list-style-type: none"> i) No past termination and/or litigation with CGS (1 point) ii) No past record of poor performance (1 points) 	2	Confirmation letter
13	<p>Personnel (30 points)</p> <ul style="list-style-type: none"> ➤ The tenderer should submit Qualifications and Experiences of at least four key operations Personnel as follows. <ol style="list-style-type: none"> a) Operations Manager or equivalent (12 points) <ul style="list-style-type: none"> i) Minimum ‘O’ level with mean grade of C+ (or diploma/graduate) qualification (attach copies of relevant certificates) – (2 points) ii) Must have risen to the rank of Chief Inspector of Police and above or equivalent position/ rank in the 	30	Details included in Column 2

No.	Description of Criteria	Max Score	Requirement
	<p>armed forces Or Have at least 10 years' experience as a senior Manager in private guarding services (attach evidence) – (2 points)</p> <p>iii) Have current Certificate of good conduct (attach a copy) – (2 points)</p> <p>iv) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism & bomb threat procedures, first aid, disaster management, customer service and competence in the use of computers/CCTV (attach evidence 0.5 points each – Max. total 4 points)</p> <p>v) Attach their CV fully signed by both the employer and employee – (2 points)</p> <p>b) Site Manager/ Officer in Charge or equivalent (10 points)</p> <p>i) Minimum 'O' level qualification with mean grade of C Plain (attach copies of academic certificates – 1 points)</p> <p>ii) Must have risen to the rank of Inspector of Police and above or equivalent position/ rank in the armed forces Or Have at least 5 years' experience as a site Manager /Officer-In-Charge in private guarding services (attach evidence- 2 points)</p> <p>iii) Have current Certificate of good conduct (attach a copy) – (1 point)</p> <p>iv) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, disaster management, customer service and competence in the use of computers/CCTV (attach evidence 0.5 points each – total 4 points)</p> <p>v) Attach their CV fully signed by both employer and employee – (1 point)</p> <p>(c) Two Supervisors (4 points each total 8 points)</p> <p>i) Minimum 'O' level qualification with a minimum of mean grade C Plain (attach copies of academic certificates – 1 point each total 2 points)</p> <p>ii) Must have risen to the rank of Police sergeant and above or equivalent position/rank in the armed forces Or Have at least 5 years' experience as a Supervisor in private guarding services (attach evidence – 0.5 points each total 1 point)</p> <p>iii) Have current Certificate of good conduct (attach a copy – 1 point each total 2 points)</p> <p>iv) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of Computers /CCTV (attach evidence – 0.125 points for each of this requirement hence 1 point each supervisor total 2 points)</p> <p>v) Attach his or her CV fully signed by both employer and employee – (0.5 point each total 1 point)</p>		
14	<p>Proof of existing Branch network</p> <ul style="list-style-type: none"> • Fully operational Branch office in Siaya and/or Kisumu with all necessary facilities and equipment 	10	Details of Branch network and confirmation that a

No.	Description of Criteria	Max Score	Requirement
			fully operational Branch office is in Siaya and/or Kisumu with all necessary facilities and equipment. This may be verified.
	Total Score	100	
	Cut Off Points	As below	

THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION WILL BE AS FOLLOWS: -

1) Category A

Those who score above 85% will be considered for services in areas considered sensitive. The lowest among these bidders shall be considered for award

2) Category B

This shall be for those who score above 60% who shall be considered for less sensitive areas. Bidders considered under Category A but who have not been recommended for award shall also be considered here. The lowest among these bidders shall be considered for award

FINANCIAL EVALUATION WILL BE DONE BY: -

- **Confirmation and considering price schedule duly completed and signed**
- **Conducting a financial comparison**

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III

- GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 Patent Right’s

- 3.4.1 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 under the contract or any part thereof.

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

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

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

3.6 Inspections and Tests

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

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

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

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

3.10 Termination for Default

- 3.10.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - b) if the tenderer fails to perform any other obligation(s) under the Contract.
 - c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.10.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 Termination for convenience

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

3.13 Resolution of disputes

- 3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

3.17.1 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

3.17.2 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.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: Performance Security will be in the form of a Bank Guarantee amounting to 7.5% of the contract sum which will be reduced to 3% after six (6) months.
3.7	Specify method Payments. Shall be payable after every Month, within 45 days upon production of correct and certified invoices The tender prices are unit costs. Payments will however be made on the actual number of guards and equipment deployed as will be determined and advised in writing from time to time.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: The County Government of Siaya P. O. Box 803-40600 Nairobi
Other's as necessary	Complete as necessary

SECTION V - SCHEDULE OF REQUIREMENTS

(1) GENERAL

The County Government of Siaya requires Security and Safety Services to protect its premises in countywide and residential houses as determined from time to time. Details of the Required Services are provided in section VI – Description of services: -

The contract will be for an initial period of one-year renewable for a further one-year subject to satisfactory performance. During this period, the successful tenderer will be required to maintain all the required licenses.

3. The successful bidder will be expected to:-

- (a) Hire and pay salaries for their guards, supervisors and managers without depending on payment from CGS.
- (b) All guards must have a minimum of ‘O’ level qualification of at least mean grade D+
- (c) Provide sound and effective security guarding dogs and dog handlers.
- (d) Provide radio communication HF and VHF deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses.
- (e) Attend fire emergency situation/fire prevention, detection and control.
- (f) Have back-up systems in cases of emergencies
- (g) Have their personnel trained in bomb threat procedures and drills.
- (h) Have first aid and evacuation drills.
- (i) Provide knowledgeable and trained guards capable of using radios and modern equipment like Close Circuit Televisions (CCTVs), photocopying machines etc.
- (j) Ability to control industrial disputes/assembly control and riots.
- (k) Ability to summon police, fire brigade and ambulances in cases of emergencies.
- (l) Appoint personnel who have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles and a fair understanding of criminal procedure and penal codes.
- (m) All security officers and personnel to be subjected to a thorough medical inspection fit for their duties. Relevant medical certificates to be produced on request.
- (n) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and the CGS shall make periodical check/visits.
- (o) All equipment, instruments and guard dogs used by such security officers will be medically examined and be supplied by the company concerned.
- (p) All security guards must have certificate of Good conduct from the Criminal Investigations Department (CID) of the Kenya Police Service.
- (q) In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to the CGS headquarters for final decision and sharing with insurers on record for specific covers.

4. PROVISION AND STANDARD OF SERVICE

A high standard of security performance in the execution of their service is expected. Poor performance and substandard quality of service will be grounds for termination of the agreement. The security will maintain an Occurrence Book. They should be able to provide all their guards with note books, pens or cards, where the supervisors will sign to certify their physical visits or change of guards, i.e. occurrence books and note any incidences during the execution of the services. The occurrence book will be the property of the CGS and shall be produced on request presented to the officer in charge.

5. EQUIPMENT

All guards must be fully equipped with the right tools of their trade as follows: -

- (a) Motor Vehicles, Motor Bikes and Bicycles
- (b) Peak Caps/Berets
- (c) Whistles and Lanyards
- (d) Torches and batteries
- (e) Serviceable military boots
- (f) Great coat
- (g) Sweaters
- (h) Clean presentable uniforms (shirts, trousers, socks, boots, jerseys) and tie where applicable
- (i) Clubs/batons
- (j) Identification badges
- (k) Communication equipment

6. LOGISTICS

The Service Provider shall make arrangements and be responsible at their own cost for the following: -

1. General transport requirements for all its personnel to and from the premises.
2. Accommodation and site office for all personnel and operations.
3. Provision of communication equipment

7. SIGN PLATES

The Service Provider shall at its own cost and subject to the prior approval thereof, provide sign plates as required indicating that the premises are being guarded by the service provider and that guard dogs in use are not a threat.

The numbers of guards is not definite but payment will be made on the actual number of guards deployed. The number of guards to be deployed shall be advised in writing from time to time and the unit rates for the shall apply. .

The firm will also be expected to provide hand held metal detectors and underbelly vehicle search mirrors as and when required.

SECTION VI - DESCRIPTION OF SERVICES

The Services involves provision of private guarding services to The County Government of Siaya (referred to as the Client) by the successful tenderer (referred to as the Service Provider) countrywide. The contract entails provision of the following: -

- Guarding Services
- Security Dog and Handler on need basis
- Security Guards on Temporary Assignments
- Staff Escort within station environs
- Provision of portable security equipment i.e. hand-held metal detectors, under belly motor vehicle search mirrors.
- lease of intruder alarm equipment

The number of Guards to be hired will be determined from time to time.

1. CONTRACT PERIOD

The Contract period shall be twelve (12) months with possibility of renewal for an additional twelve (12) months subject to satisfactory performance, unless and until determined otherwise. The Contract is divided into the following two (2) Lots:

2. GUARDS SERVICES

The Service Provider shall be expected to provide 24 hours services. The Guards will be expected to work for a maximum of 12 hour shifts.

3. SERVICE PROVIDER'S RESPONSIBILITIES

The Service Provider's Security Guards are to protect and prevent Client's premises against all risks by performing the following tasks/duties: -

- a) The Service Provider is responsible for safeguarding and protecting the client's personnel, tenants, properties, materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none clients property located at the client's premises.
 - This shall include use of CCTV where provided, patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required to provide continuous surveillance.
 - While patrolling, check all designated gates, doors and windows and if found unlocked or open notify the shift supervisor and close and lock gates, door and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements

- b) They are to ensure that: -
- All the regulations of the client affecting the security of the property and the property of the Client's tenants are carried out. A copy of the regulations would be given to the winning Service Provider together with other contract documents.
 - Any interference to the perimeter protection of the premises is identified as soon as possible and reported to the relevant authorities.
 - Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in client's premises.
 - All visitors and customers to the Client's premises are **courteously received, assisted and directed** in a manner, which will reflect to the Service Provider's credit and client's good image.
- c) They are to detain any person who is committing or with reasonable cause is suspected to be in act of committing a cognizable offence.
- d) They are to prevent the occurrence of fires, explosions and other catastrophes by close observation of buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities. Other responsibilities would be:-
- Detect fire and take the right action.
 - Alert the sectional staff particularly the supervisor of the danger at hand.
 - Clear any obstruction to the firefighting equipment.
 - Ensure fire-fighting appliances e.g. fire pumps are functional.
 - Correctly use the right firefighting equipment to extinguish the fire.
 - Raise the fire alarm to initiate an emergency response
 - Participate in periodic fire drills.
- e) They are expected to pay attention to all water, steam, gas and electrical installation to detect leakage or spillage, breakdown and wastage and to take any immediate action necessary in the interest of safety and security.
- f) They are to ensure the fire evacuation zones remain in the designated locations and are not interfered.
- g) Record all vehicles visiting the premises to collect or deliver materials as required and their vehicles to ensure that no Client's property is taken from the premises without relevant authority or entry of suspicious equipment and materials.

- h) Implement the Service Provider's right to search of employees, visitors and tenants and their vehicles to ensure that no Client's property is taken from the premises without the relevant authority or entry to suspicious equipment and materials.
- i) Require the production of authorizations on the removal of the Client's property and deal with them in accordance with their practice.
- j) Accept all personal effects found on the site and maintain a register of lost and found property containing all relevant details such as time, place etc as required.
- k) Record all occurrences of security interest in a daily occurrence/log book for the information of the security staff, management and other persons concerned.
- l) Shall control personnel and vehicles entry to and from various authorized entrances at Client's premises and ensure no unauthorized persons or vehicles gain access to the premises.
 - This will include enforcement of badge/pass system to identify and control all Clients' employees, visitors and Service Provider's to the guarded premises.
 - Regulate vehicle movement, parking of vehicles and storage of motorcycles and bicycles whilst on client's property.
 - Regulate human traffic in all Client's station offices and ensure that large numbers of customers are accessed to respective service counters in an orderly manner without delay.
- j) Guard client's premises against terrorism:-
 - Conduct thorough access controls into the Client's premises, screen/search personnel and vehicles using hand held metal detectors and under search mirrors.
 - Detect, report or deal with suspicious characters, dangerous equipment and materials.
 - Enforce relevant measures on guard against terrorism.

4. **LIABILITY CONTRACT**

The Service Provider shall be responsible for any want of proper care on its part in the selection/employment of employees put on and in charge of offering security and safety services to the Client.

- The Service Provider shall be responsible to the Client in the circumstances of any intentional wrongful act committed by the Service Provider's Employees(s).
- The Service Provider shall be liable for any loss suffered by the Client caused by negligence of the Service Provider or the Service Provider's employees whilst in action within the course of their employment.

- The Service Provider shall state willingness to take responsibility for such and also to take up a liability insurance cover for the loss. Such insurance cover should be placed with an Insurance Company acceptable to the Client.

Payment:

Payments for services rendered in a particular month shall be made by the end of the month. Invoices detailed with normal contract charges are to reach the Officer-in-Charge of latest on 25th day of every month to avoid unnecessary delay in paying process.

Invoices covering charges for temporary assignments agreed to be undertaken and not covered in the contract shall be forwarded with other base contract invoices.

5 INDEMNITY

The Service Provider shall indemnify and keep indemnified The Client, its servants and agents against loss, of or damage, of property or bodily injury sustained by its servants or agents or any of them by reason of any act omission or neglect of Service Provider its servants or agents whilst performing their duties under this Agreement **AND** against the dishonesty of its Security Officers whilst performing their duties hereunder **AND THIS** shall include any loss, damage, injury or any consequential or indirect loss sustained by the Client, its servants or agents or third party lawfully on the premises by reason of any act or omission or neglect of the Security company its servants or agents.

The Client agrees to indemnify and to hold the Service Provider, its agents and employees harmless against all claims, proceedings, damages, costs, expenses and losses arising as a result of Client's negligence.

6. CLAIMS

Notice of all claims by the Government or the Security Company in respect of any loss, damage or injury or consequential or indirect loss, shall be given in writing to the Service Provider by the Government giving details of such loss, damage or injury of Consequential or indirect loss within twenty one (21) days after the discovery of such damage, loss or injury.

7. LOGISTICS

The Service Provider shall make arrangements and be responsible at their own cost for the following:-

- General Transport requirements for all its personnel to and from the premises and
- Accommodation and control operations office for all personnel and operations

8. **INSURANCE**

The Service Provider shall insure its Security Officers engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act neglect or default of The Ministry, its servant or agents the Service Provider will indemnify the Client against all actions claims and demands in respect of such injury.

The Service Provider shall if required by the Client avail the policy of Insurance in respect thereof and proof of payment of current premium.

9. **SIGN PLATES**

The Service Provider shall at its own cost subject to the prior approval thereof provide sign plates indicating that the premises are being guarded by the Service Provider and the guard dogs are in use thereat.

10. **SECURITY SURVEY**

Tenderers may visit the Client's premises to carry out a survey to facilitate their tendering as flows:

11. **GENERAL**

Age of the Guards

Aged between 21 and 45 years old

Education

Form four leavers and above who are able to express themselves in English and Swahili fluently

Health

Guards must be free from all communicable diseases, be of good health without physical deformities that may hinder them from performing physical tasks associated with their duties. Evidence of pre-employment or periodical medical checkups to be provided

Drug Dependency

No alcoholics or drug addicts

Vetting

The successful Service Provider should have thorough knowledge of guards' background and must provide:

- Certificates of good conduct before the guards are posted.
- Curriculum Vitae before engagement of the guards

12. UNIFORM

Service Provider should provide adequate and sufficient protective clothing (uniform), headgear and foot wear to all guards in the Client's premises.

Uniform must be of specified colour and should always be clean and in good state of repair to commensurate the County Government of Siaya's image.

13. SECURITY EQUIPMENT

Service Provider must give a list of own security equipment to be provided to the guards for use in service improvement and efficiency. This must include own guards monitoring system

Any such equipment must be tabulated clearly to show that they are for free or indicate the rates chargeable separately in the contract cost analysis.

Any security equipment used/provided should be serviceable.

Intruder alarm equipment shall be leased where required.

14. TRAINING

Guards should have undergone training in primary security procedures, fire fighting, and safety, basic radio communication skills, first aid and customer service. Training on anti terrorism and terrorism awareness is a must. Service Provider should indicate whether the guards to receive refresher training/courses to improve their security and safety skills.

15. ADEQUATE PERSONNEL

The Service Provider should have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence or any other reason.

Guards engaged for services at Client's premises must be those on permanent employment.

16. SUPERVISION

The guards should be effectively supervised on 24-hours basis by site contract manager or a qualified supervisor.

17. INCIDENT REPORTING

The Service Provider should have in place adequate systems for reporting any incidents. Enquiries into incidents and traffic accidents occurring in Client's premises should be reported without delay to the Clients Security manager or his representative.

18. **COMMUNICATIONS**

Service Provider should ensure own communication links (land line telephone, mobile phones, radios etc) to the main control room must be reliable and manned 24 hours. The client would provide necessary internal communication connecting security posts where necessary. The Supplier must provide at least one VHF radio link to their control room at each of the major assignments at the security provider's cost.

Where Clients' telephone will be used to make external calls or mobile destinations, such calls must be officially recorded as will be specified. Bills for calls made on non-MOF business will not be honoured.

Emergency security backup guards should be available within minimum time possible when need arise.

19. **PROVISION OF STANDARD SERVICE**

The Service Provider shall provide services to the acceptable standards in the performance of this Agreement AND poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of the Government.

Frequent and inexcusable delays by the Service Provider in the performance of its obligations hereunder shall give rise to sanctions impositions of liquidated damages by the Government.

If at any time during the performance of this Agreement the Service Provider encounters conditions affecting provision of services, the Service Provider shall immediately and without any delay notify the Client in writing of the Conditions, their cause and duration and possible duration thereto **AND** as soon as practicable the Client shall evaluate the condition and may at its sole discretion waive the Service Provider's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

20. **NOTICE**

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within Seven (7) days of posting or 48 hours if sent by facsimile transmission or by electronic mail or telex.

21. **WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

22. LEASE OF EQUIPMENT SERVICE SPECIFICATIONS

No.	Technical Specifications (Service and other key requirements)
1	The bidder shall install required equipment /System to cover court stations where required the following:
2	The successful bidder for lease of intruder alarm and back up equipment shall supply standard and acceptable equipment recommended by respective security professional Associations
3	The successful bidder for lease of intruder alarm and back up equipment shall link the same to a local contract security guarding force and or police station.
4	Shall have Current membership Certificate of Kenya Security Industry Association (KSIA), any International Association or Protective Security Industry Association (PSIA).
5	The Automatic Intruder alarm system will be supplied complete with following minimum requirements:
	z Bidder shall provide manufacturer's Authorization for the equipment to be installed
	z Must be a modern equipment which is scalable(indicate year of commissioning)
	z Bidder shall undertake to carryout regular servicing of the equipment to be installed and provide proof of the same
	z Provide a minimum of three key pads for arming/disarming and to cover a minimum of three zones in the protected facility
	z Bidder shall test , commission the equipment and provide certificate as a proof of the same
6	Bidder shall be required to make a presentation and facilitate a site visit where the modern equipment has been installed
7	Bidder shall update and maintain equipment/systems
8	The successful bidder shall appoint /assign skilled equipment installation and maintenance personnel with high integrity.
9	Bidders with evidence of compliance with Quality management standards i.e. ISO certification or are in the process of being certified have an added advantage. <ul style="list-style-type: none"> <li data-bbox="347 1675 678 1709">o State whether Certified. <li data-bbox="347 1717 737 1749">o In process of being certified.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the County Government of Siaya.

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7.1 FORM OF TENDER

Date _____
Tender No. _____

To: **The County Secretary**
County Government of Siaya
P. O. Box 803-40600
NAIROBI

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide ***Private Security Guarding Services*** in conformity with the said Tender documents for the sum of ***[A S P E R P R I C E S C H E D U L E]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.
(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

7.2 PRICE SCHEDULE FORM

S/NO	ITEM DESCRIPTION	COST (Kshs.)	
		Daily	Month*
1	DAY GUARD		
2	DAY GUARD WTH HAND-HELD METAL DETECTOR		
3	NIGHT GUARD		
4	SUPERVISOR		

- Costs should be inclusive of all applicable taxes
- * Assume a month has 30 days

Implementation:

- Contract will operate on framework basis and will be based on unit rates and the quantity shall increase and decrease as necessary
- Communication on increase or decrease of number of guards shall be in writing

The tenderer should on a separate sheet of paper.

- (1) Indicate the costs of leasing other equipment they find necessary to include in the contract. Examples Metal detector equipment, Car inspection mirror. Bags/parcels scanner, alarm equipment, Intrusion detector, panic buttons, walk through metal detector.
- (2) Indicate cost of special duty for guards i.e. hiring of guard on a temporary basis on “as and when required basis. Give daily and hourly rates.
- (3) Indicate cost Dogs and dog handling services. Give monthly, daily and hourly rates.

Signature of tenderer _____

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

7.3 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

in the presence of_____.

7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

	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. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

7.5 FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”)

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

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

7.6 Performance Bank/Insurance Company Guarantee [Unconditional]

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/Insurance Company guarantee by a reputable Bank/Insurance Company 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/Insurance Company]

[address]

[date]