



AGRICULTURE AND FOOD AUTHORITY

Tea House Naivasha Road of Ngong road

P.O. Box 37962 - 00100 Nairobi Kenya:

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TENDER DOCUMENT

TENDER NAME: PROVISION OF SECURITY SERVICES (GUARDING)

TENDER NO. AFA/T/3/2018/2019

CLOSING DATE: 26TH SEPTEMBER 2018 AT 10.00 AM

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SECTION I: INVITATION TO TENDER

The Agriculture and Food Authority invites sealed tenders from eligible security firms ---
----- **for Provision of Security Services (Guarding)**

Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 8:00 am and 5:00 pm using the following address: **The Agriculture and Food Authority, Tel: +254 20 2861200/2861206, Procurement Office 2nd Floor, Tea House, Naivasha Road off Ngong Road, Nairobi.**

A complete set of tender documents containing detailed information may be downloaded from the **IFMIS website: www.supplier.treasury.go.ke or Agriculture and Food Authority website: www.afa.go.ke for free.** Bidders who download the tender document are advised to email their contact address using the email: tenders@afa.go.ke before the tender closing date.

Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the **tender number** and **name** and be deposited in the Tender Box located at the reception - Tea House or Addressed to:

**The Director General
Agriculture and Food Authority
Tea House, Naivasha Road, off Ngong Road
P. O. Box 37962 - 00100
NAIROBI**

so as to be received on or before (**Wednesday, 26th September 2018 at 10.00 a.m. Local Time**) Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at the **Agriculture and Food Authority Tea House Ground floor room 1.**

For further inquiries, please call: 254 20 3872421/ 3872497/ 387445/6

Cell: 254 722 200556 or 254 734 600994 email: info@afa.go.ke or tenders@afa.go.ke

FOR: **DIRECTOR GENERAL**

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Authority, 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 tender document shall be downloaded free of charge by the tenderer at his/her own cost
- 2.2.3** The Authority shall allow the tenderer to review the tender document free of charge before downloading.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed in the table of contents and any addenda issued in accordance with clause 6 of the instructions to tenders
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and Specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Authority in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Authority 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 Authority.

Written copies of the Authority response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

- 2.4.2. The Authority shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

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

- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by **email** and such amendment will be binding on them. Any tenderer interested to bid MUST send their address to: tenders@afa.go.ke

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. **A** tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price is fixed for two years.

2.9.5 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Authority's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

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

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

2.12.3 The tender security shall be as described in Section 61 (5) of the PPDA 2018

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Authority as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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 Authority.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30. 2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the Authority on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30 **or**

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Authority, pursuant to paragraph

2.18. A tender valid for a shorter period shall be rejected by the Authority as nonresponsive.

2.13.2 In exceptional circumstances, the Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

2.15 Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

(a) be addressed to the Authority at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE (day, date and time of closing),"

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 Authority 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 Authority at the address **specified** under appendix to instruction to tenderers.
- 2.16.2 The Authority 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 Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Authority as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the Authority prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The Authority 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 Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Authority will open all tenders in the presence of tenderers' representatives who choose to attend, at the time and date and in the location

specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The Authority will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Authority may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Authority in the Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Authority may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Authority 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 Authority'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 Authority and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the Authority 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 Authority 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 Authority's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied: (a) Operational Plan.

The Authority 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 Authority's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment

schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Authority may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

2.23. Contacting the Authority

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Authority 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 Authority 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 –Due diligence

2.24.1 The Authority will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Authority 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 Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Authority will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Authority 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 Authority pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Authority 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 Authority notifies the successful tenderer that its tender has been accepted, the Authority 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 Authority.

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Authority, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Authority.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Authority may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Authority 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 Authority 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
2.1.1	(i). Eligible Tenderers shall be youth, Women and PWD's established firms that are dealing in provision of security services
2.2.2	There will be no charge for the tender
2.4.1	Clarification may be sought 7 days before deadline for submission of tenders.
2.7	The tender prepared by the tenderer shall comprise in addition to documents specified under clause 2.7 all other documents described in clause 2.3.1 except form specified as Xii, of this tender document and any other document required in determining qualification of the tenderer in view of the evaluation criteria below.
2.9.2	Price quoted shall be inclusive of VAT and all other taxes payable
2.10	Prices shall be quoted in Kenya Shillings
2.11.1	Proof of eligibility and qualifications documents of evidence required (See qualification criteria below).
2.12.2	Fill in the Tender Securing Declaration Form
2.13.1	The validity period of the Tender shall be 120 days from the closing date of Tenders.
2.14.1	Bidders to submit one original and one copy
1.16.1	Closing date of the Tender shall be 26th September 2018 at 10.00am
2.20.2	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.

EVALUATION CRITERIA

Evaluation will be carried out through four stages as follows:

- Stage 1: Compliance with the Mandatory Requirements
- Stage 2: Technical Evaluation on capacity to deliver the contract
- Stage 3: The Financial Evaluation
- Stage 4: Due Diligence and Recommendation of Award

STAGE 1: COMPLIANCE WITH THE MANDATORY REQUIREMENTS (MR)

The following mandatory requirements must be met. Failure to meet any of the Mandatory requirements will lead to automatic disqualification

No	Requirements
MR 1	Submit 1 (one) Original and 1 (one) copy of the tender document
MR 2	The Submitted Original and Copy of tender document MUST have a table of Contents and all pages MUST be Paginated – including the attachments e.g Company's certificate of Incorporation, AGPO certificate, CR 12 form, etc
MR 3	Submit the company's Certificate of Incorporation/Registration
MR 4	Submit a copy of the company's valid Tax Compliance certificate, valid as at the tender closing date (26 th September 2018)
MR 5	Submit copies of audited accounts for the company for the accounting years 2016 and 2017. (with comparisons of the previous years)
MR 6	Submit Valid AGPO Certificate
MR 7	Submit Valid CR 12 Form
MR 8	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document. (Signed and stamped)
MR 9	Submit valid certificate confirming membership of with Kenya Security Industry Association (KSIA) and Protective Security Industry Association (PSIA)
MR 10	Submit current compliance certificate issued by NHIF valid as at the Tender Opening Date.
MR 11	Evidence that the firm is NSSF compliant (Provide compliance certificate issued by NSSF valid as at the Tender Opening Date).
MR 12	Submit Valid Copies of Insurance covers as follows; Contractual Liability cover of Kshs. 35,000,000.00 Work Injury Benefits Insurance Policy of Kshs. 5,000,000.00
MR 13	Attach payroll for the months of July and August 2018. Due diligence will be conducted to ensure that the firm is compliant with the Government of Kenya labour laws in respect to minimum wage as per the employment ACT 2007 policy of lowest wages.

MR 14	Submit current certificates of Good conduct for at least 20 security guards currently in the firm's employment. –Valid as at the date of tender opening – (Not more than three months as at the date of Opening)
MR 15	Submit valid licences issued by the Communication Authority of Kenya (CAK) for VHF and HF Radios.
MR 16	Attach Trainee certificates for 10 security Guards currently in the firm's employment. The Guards should have undergone training in the following areas; Threat identification. Emergency/Distress response, rescue / evacuation / First aid Firefighting & safety Customer care Knowledge in CCTV and automated alarm systems

STAGE 2: TECHNICAL EVALUATION ON CAPACITY TO DELIVER THE CONTRACT

Tenderers fully complying with the mandatory requirements will be subjected to technical evaluation on capacity to deliver the contract based on the following technical parameters:

No.	EVALUATION ATTRIBUTE	MAXIMUM SCORE %
T1	Number of years the firm has been in the business of Provision of Security Services (Guarding). 5 Years NB/ Attach Contracts Showing a continuous business for the Last five years---Each year i.e 2013, 2014, 2015, 2016 and 2017 attach one contract of not less than Kshs. 5 Million for each year (3 Marks x 5)	15
T2	Submit vaccinations records, certificates of vaccination and details of ownership of at least 10 dogs (1 Marks X 10)	10
T3	Submit evidence of training facility/school and training programmes offered to the guards. (Training facility 2.5 marks)-Training programmes – 2.5 Marks	5

T4	STAFF QUALIFICATION Operations Manager - Qualifications Provide the CV and copy of Certificates of the Operations Manager in the format provided with qualification and experience; Provide CV in the format provided (3 marks) Bachelor's Degree in Security related field (12 marks) Prove of having worked with the Kenya Police or KDF (5marks) Diploma in Security related field (7 marks) Prove of having worked with the Kenya Police or KDF (5marks) Certificate in Security Related field (2 marks) Prove of having worked with the Kenya Police or KDF (5marks)	20
	Operations Manager's experiences in security related field; Over 20 years – (15 marks) Between 15 – 19 years (10 Marks) Between 10 – 14 years (5 marks)	15
	Provide a list of at least 2 major clients (complete with address and telephone numbers) to which the company has provided similar services in the last 2 years. Submit LSO/Contract of NOT less than 25 Million each (2 X 5 Marks)	10
T6	Proof of vehicle fleet capacity of 5 motor vehicles (Provide Proof: copy of Log Books (5 X 2 Marks)	10
T7	COMMERCIAL EVALUATION a) Profitability Margin A margin above 30%	5
	b) Liquidity Ratio 2:1 – (5 marks) 1:1 –(3 marks) Less than 1:1 (0 marks)	5
	c) Average Annual Turnover of 80 Million 2016 and 2017 - financial year	5
	TOTAL	100%

Note:

$$\text{Profitability Margin} = \frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$$

$$\text{Current Ratio} = \frac{\text{Current Assets}}{\text{Current Liabilities}}$$

$$\bullet \text{ EBIT} = \text{Earnings before Interest and Taxes}$$

Only tenderers that **score 80% and above** on the above Technical Evaluation will qualify for Financial Evaluation.

STAGE 3. FINANCIAL EVALUATION

Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids. Tenderers that **score 80 % and above** under Technical Evaluation on Capacity to deliver the contract will be ranked and the lowest bidder subjected to due diligence.

STAGE 4: DUE DILIGENCE

Due diligence will be conducted for **the lowest evaluated bidder**. The exercise will involve verification of the tenderer's qualification information submitted in compliance with the mandatory requirements and Technical requirements on capacity to deliver the contract. The Tender Evaluation Committee will also visit at least two firms where the bidder is offering/ has offered similar services in the last three years. The feed-back from the firm/clients visited on the quality of the services provided by the respective bidder will be used to assess the bidder's ability to execute the Authority's prospective contract. If the respective bidder will be found to have provided false information in regards to the qualifications will be disqualified at this stage.

The lowest evaluated bidder will then be recommended for award if after the due diligence the bidder's qualification information provided in the bid document will be validated with the information obtained during the due diligence.

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 Authority 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 Authority under the Contract.
- d) "The Authority" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security (NOT APPLICABLE TO THIS TENDER)

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

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

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

- a) Cash.
- b) A bank guarantee.
- c) Letter of credit.

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

3.7 Inspections and Tests

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

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

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Authority 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 Authority.

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.11 Termination for Default

The Authority 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 Authority.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Authority 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 Authority for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The Authority 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 Authority 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 Authority may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The Authority's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings.
3.1 (C)	The Services to be provided is Provision of security services to Agriculture and Food Authority properties
3.1 (d)	The Authority is The Agriculture and Food Authority
3.6	The successful tenderer shall furnish to the Authority the performance security equivalent to 10% of the contract sum. (NOT APPLICABLE TO THIS TENDER)
3.7	The supervisor of the service under the contract is the Office of Agriculture and Food Authority.
3.8	Payment to the successful bidder shall be made monthly for work done on the basis of an invoice . Payment shall be made to the service provider within one month following the receipt of the invoice and signed job cards by the Agriculture and Food Authority .
3.9	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Authority.
3.14	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to a court of law
3.17	The laws of Kenya shall apply.
3.18	The address to be used for purposes of notices will be: The Interim Director General, Agriculture and Food Authority P.O. Box 37962- 00100, Nairobi. Email: info@ afa.go.ke
i	Fixed Price Contract: The contract will be a fixed price contract and variations will not be accepted.
ii	Contract Period: The contract will be valid for Two Years .
iii	Service Provision: The Tenderer shall compile the schedule of the service provision with a Service Level Agreement (SLA) indicating levels of service provision and second level escalation procedures.
iv	Service time: During contract period, the Supplier shall be required to make good all defects, provide the required support at their cost on a comprehensive basis.

v	The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the locations.
vi	In the event of non-performance of the service provider, AFA will give the service provider a one-month notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to show improvement in his/her performance during the one-month notice, then the Authority will terminate the contract.

SECTION V PRICE SHEDULE

NB: Bidders will be required to quote for all the items to qualify. Incomplete bids will not be acceptable.

AFA HQ & TEA DIRECTORATE				
S/No.	Number of Security Guards and other requirements day & night	Total No. requirements	Unit Charge per month (Kshs incl VAT)	Total cost per Year in (Kshs. Incl. VAT)
1.	Security guards	8		
2.	Dog & handler	1		
3.	Supervisor	1		
4.	Metal held hand detector scanner and underneath vehicle search mirror	1		
5.	Alarm Response / Back up system	1		
	SUB-TOTAL - 1			
COFFEE DIRECTORATE – COFFEE PLAZA AND EMBAKASI				
S/No.	Number of Security Guards and other requirements day & night	Total No. requirements	Unit Charge per month (Kshs incl VAT)	Total cost per Year in (Kshs. Incl. VAT)
1.	Security guards (17 Guards at Coffee Plaza and 3 at Embakazi)	20		
2.	Supervisor	1		
3.	Dog & handler	1		
4.	Metal held hand detector scanner	1		
5.	underneath vehicle search mirror	1		

6.	Alarm Response/ Back up system	1		
	SUB-TOTAL - 2			
HORTICULTURAL CROPS DIRECTORATE – JKIA –MAZAO ROAD				
S/No.	Number of Security Guards and other requirements day & night	Total No. requirements	Unit Charge per month (Kshs incl VAT)	Total cost per Year in (Kshs. Incl. VAT)
1.	Security guards	7		
2.	Supervisor	1		
3.	Dog & Handler	1		
4.	Metal held hand detector scanner	1		
5.	Underneath vehicle search mirror	1		
	SUB-TOTAL - 3			
HORTICULTURAL CROPS DIRECTORATE DEPOTS; NKUBU, MWEA, SAGANA, YATTA, LIMURU, KIBWEZI				
S/No.	Number of Security Guards and other requirements day & night	Total No. requirements	Unit Charge per month (Kshs incl VAT)	Total cost per Year in (Kshs. Incl. VAT)
1.	Security guards	21		
2.	Dog & Handler	6		
	SUB-TOTAL - 4			
NUTS AND OIL DIRECTORATE MOMBASA – 2 GUARDS, MTWAPA NURSERY -3 GUARDS, ASK SHOW – 2 GUARDS, FIBER GO-DOWNS MOMBASA – 3 GUARDS, AND TEA DIRECTORATE – 3 GUARDS.				
S/No.	Number of Security Guards and other requirements day & night	Total No. requirements	Unit Charge per month (Kshs incl VAT)	Total cost per Year in (Kshs. Incl. VAT)

1.	Security guards	13		
2.	Dog Handler	1		
3.	Alarm Response/ Back up system	1		
	SUB-TOTAL - 5			

**FIBER CROPS DIRECTORATE – RIVERSIDE – 2 GUARDS, NAIROBI AND KABETE
LABARATORY – 3 GUARDS**

S/No.	Number of Security Guards and other requirements day & night	Total No. requirements	Unit Charge per month (Kshs incl VAT)	Total cost per Year in (Kshs. Incl. VAT)
1.	Security guards	5		
2.	Dog Handler	1		
3.	Alarm Response/ Back up system	1		
4.	Metal held hand detector scanner	1		
5.	underneath vehicle search mirror	1		
	SUB-TOTAL - 6			

SUGAR DIRECTORATE NAIROBI KABETE

S/No.	Number of Security Guards and other requirements day & night	Total No. requirements	Unit Charge per month (Kshs incl VAT)	Total cost per Year in (Kshs. Incl. VAT)
1.	Security guards	4		
2.	Supervisor	1		
3.	Dog Handler	1		
4.	Metal held hand detector scanner	1		
5.	underneath vehicle search mirror	1		

6.	Alarm Response/ Back up system	1		
	SUB-TOTAL - 7			
MIRAA,PYRETHRUM & OTHER INDUSTRIAL CROPS DIRECTORATE NAKURU				
S/No.	Number of Security Guards and other requirements day & night	Total No. requirements	Unit Charge per month (Kshs incl VAT)	Total cost per Year in (Kshs. Incl. VAT)
1.	Security guards	3		
	SUB-TOTAL - 8			
SUGAR DIRECTORATE WEST KENYA – 2 GUARDS, BUTALI – 2 GUARDS, MUMIAS – 3 GUARDS, KIBOS - 2, SUKARI INDUSTRIES - 2, MUHORONI - 3, CHEMELIL - 2, KWALE - 3 AND TRANSMARA - 2				
S/No.	Number of Security Guards and other requirements day & night	Total No. requirements	Unit Charge per month (Kshs incl VAT)	Total cost per Year in (Kshs. Incl. VAT)
1.	Security guards	21		
	TOTAL SUB-TOTAL - 9			
MAWINGU FARM OLKALOU				
S/No.	Number of Security Guards and other requirements day & night	Total No. requirements	Unit Charge per month (Kshs incl VAT)	Total cost per Year in (Kshs. Incl. VAT)
1.	Security guards	4		
2.	Dog Handler	1		
	SUB-TOTAL - 10			
TEA PLOT KERICHO				
S/No.	Number of Security Guards and other	Total No. requirements	Unit Charge per	Total cost per Year

	requirements day & night		month (Kshs incl VAT)	in (Kshs. Incl. VAT)
1.	Security guards	2		
	SUB-TOTAL - 11			
	GRAND TOTAL (SUB-TOTAL 1 TO SUB-TOTAL 11)	N/A	N/A	

• The price quoted should be inclusive of all applicable taxes.

• Delivery period will be _____

Signature of tenderer _____

SECTION VI: DESCRIPTION OF SERVICES

TERMS OF REFERENCE FOR PROVISION OF SECURITY SERVICES

SERVICE REQUIREMENTS

The successful Bidder will be expected to undertake the following: -

- i. Provide un-armed protection to AFA personnel and property 24 hours a day, seven days a week
- i. Provide literate, trained and un-armed guards who must be on permanent employment capable of using modern equipment's including alarm systems, access control systems and Close Circuit Televisions systems.
- ii. Provide strong, smart and trustworthy uniformed security guards who should exhibit courtesy, respect and customer care while undertaking their duties and who must not be older than fifty-Five years old
- iii. Provide sound and effective security guarding dogs and dog handlers where applicable
- iv. Respond to emergency situations including but not limited to fire prevention, detection and control and vandalism
- v. Ability to control disputes, assemble control and riots
- vi. Guards to ensure all Authority equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.
- vii. Have back-up systems in cases of emergencies.
- viii. Identify and mitigate threats such as attacks, thefts and bombs.
- ix. Assist in First Aid and evacuation drills.

- x. The guards should be able to call police, fire brigade and ambulances in cases of emergencies.
- xi. All security personnel deployed to AFA must be medically fit to undertake their duties. Relevant Medical Certificates to be produced upon request.
- xii. All persons employed and deployed to AFA should be of legal age and have Certificates of Good Conduct.
- xiii. All security officers and personnel will be subjected to effective supervisory and periodical checks/visits.
- xiv. All guard dogs will be required to be medically examined and medical certificates supplied. The quality of breeds of such dogs must be indicated and certified by a veterinary doctor.
- xv. The Security Company shall be expected to comply with Environmental Management Coordination Act (EMCA) and Occupational Health & Safety Act (OHSA) and other statutory requirements relevant to security services.
- xvi. The Security Company and the Authority will conduct regular performance reviews
- xvii. The guards are prohibited from operating any type of equipment, driving of AFA or AFA staff vehicles within their reach.
- xviii. Guards must not tamper with any apparatus, switches, meters and accessories.
- xix. Safety precautions must be adhered to within the authority's compound and in the surrounding areas.
- xx. Guards must have the ability to operate and monitor CCTV for the purpose of prevention and detection of a security breach.

6.1 MAINTENANCE OF AN OCCURRENCE BOOK

The Authority will provide OB as required where daily occurrences will be recorded and 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 Works. The Occurrence Book will be the property of AFA and shall be presented to Officer In-charge as required.

6.2 KITTING/EQUIPMENT

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

- (a) Peak Caps/Berets
- (b) Whistles and Lanyards
- (c) Torches and batteries
- (d) Serviceable military boots
- (e) Hand held metal detectors, underneath search mirrors.
- (f) Great Coats
- (g) Sweaters
- (h) Clean, presentable Uniforms (Shirt & Trousers) and Tie where applicable at all times while on duty.
- (i) Clubs (truncheons)
- (j) Identification badges (name-tags)
- (k) Communication equipment

- (l) Umbrellas and any other protective clothing.
- (m) A performance Assessment Report form shall be completed by both parties on monthly basis.

6.3 LOGISTICS

6.3.1 The Security Company shall make arrangements and be responsible at their own cost for the following:

- i. General transport requirements for all its personnel to and from the assignment to be factored in the overall unit price.
- ii. The security company shall be expected to establish a site office outside AFA premises where necessary.
- iii. Provision of communication equipment at the assignment area and patrol vehicles to be fitted with vehicular radio communications where applicable.

The service involves provision of trained Security Guards on a 12 hour shift to all the locations as contained in Section V. The scope of service shall therefore be include but not limited to the following:

- 6.3.2** The service provider shall do all such things which are reasonably necessary for or incidental to or connected with the carrying out of its obligations when providing security services (Guarding).
- 6.3.3** Carry out and perform all such duties and exercises all such functions as may be permitted by law and as may be necessary or desirable for the proper conduct of the service
- 6.3.4** Where the company provides Guard dogs to protect the premises and property therein, such Guard dogs shall have adequately been trained and vaccinated before deployment of the assignment.
- 6.3.5** Comply with the highest industry standards in carrying out and performing the services.
- 6.3.6** Protection of facilities and assets in the building
- 6.3.7** Patrolling of the property to ensure proper random coverage of the entire building including basement and sidewalks.
- 6.3.8** Controlling of access at all entrances of the building
- 6.3.9** Record all incoming and outgoing vehicles, people and prevent any unauthorized access of vehicles and egress of people from entering the building in order to safeguard the facility.
- 6.3.10** Contractor will provide the security guards with uniform and identification badges which they will be required to put on at all times while working within the AFA properties.
- 6.3.11** Guards must be customer service-focused, value and treat all visitors with respect

- 6.3.12** The guards at the control gates must:
- Obtain clearance for and register every vehicle in the vehicle register.
 - Obtain clearance for all pedestrian visitors or direct them to the relevant entrance gate.
 - Obtain clearance for any property leaving the premises at any given time.
 - Always be visible and in close proximity to the main entrance points.
 - Be customer-focused, patient, and polite and always remain professional in the execution of their duties.
- 6.3.13** Relieve any of the other guards for body breaks (short periods), if required, to ensure all posts are manned at all times.
- 6.3.14** The successful firm should have thorough knowledge of employees' background and must provide a list of valid certificates of good conduct regarding its employees.
- 6.3.15** The firm should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.

Any addition or omission to the number of existing locations in the signed service contract shall be agreed upon with the service provider before service can be extended or reduced beyond the existing locations in the contract.

SECTION VII- STANDARD FORMS

7.0 FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF

Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm: _____
Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

Date: _____ -

[Signature of staff member] _____ *Date;*

[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7.1 FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. [description of services] in conformity with the said tender documents for the sum of . [total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

- Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
 Duly authorized to sign tender for and on behalf of _____

7.2 CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ____day of _____20____between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Authority") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

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 Authority's Notification of Award.
3. The Authority hereby covenants to pay the tenderer in consideration of the provision of the security guard services, 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 Authority)

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

the presence of_____.

7.3 TENDER-SECURITY FORM

WHEREAS(hereinafter called "the Tenderer") has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called "the Bank"), are bound unto(hereinafter called "the Employer") in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, 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 said date.

[date]

[signature of the Bank]

[witness]

[seal]

7.5 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 addressTel No.Fax Email 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.			
Date.....Signature of Candidate.....			

7.6. 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 may 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

7.7. FORM RB 1

REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Authority*) of
.....dated the...day of20.....in the matter of
Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary

7.8 DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address)

declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)