



**REPUBLIC OF KENYA**  
COUNTY ASSEMBLY OF KISUMU



**TENDER NAME: PROVISION OF SECURITY AND  
GUARDING SERVICES TO COUNTY  
ASSEMBLY OF KISUMU**

# **TENDER DOCUMENT**

**TENDER NO:  
CAK/ADM/S&G/2020/2021/02/01**

**FEBRUARY, 2021**

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## SECTION I – INVITATION TO TENDER

### Reference: PROVISION OF SECURITY AND GUARDING SERVICES TENDER

The County Assembly of Kisumu hereby invites sealed Tenders from eligible and competent security firms for the provision of **PROVISION OF SECURITY AND GUARDING SERVICES** to various premises located in Kisumu County as detailed in the tender documents.

Interested bidders may download the Tender documents free of charge from the County Assembly website: [www.kisumuassembly.go.ke](http://www.kisumuassembly.go.ke).

Tender documents shall be accompanied by the following Mandatory/statutory requirements for the preliminary evaluation:-

1. Certificate of Company/ Firm registration
2. Copy of CR-12 to be attached
3. Valid Tax compliance certificate
4. Audited Accounts for the last three years (i.e. 2017, 2018 & 2019).
5. Bid Bond Kshs. 100,000.00 valid for 120 days from the closing date of the tender from a reputable bank or Insurance Company approved by PPRA.
6. Attach valid Frequency Licence (Not payment Receipts) form from Communication Authority of Kenya for current areas of operation for VHF and HF frequencies.
7. Evidence of Membership of the Kenya Security Industry Association e.g. KSIA / PSIA/ PROSAK.
8. Provide Physical Location and Address of the firm
9. Power of Attorney (of Tender Signatory) in case of joint venture.
10. Statement of declaration that the Company / Firm is not debarred from participating in public procurement.
11. Duly filled, signed and stamped tender form.
12. Duly filled, stamped and signed confidential business questionnaire.
13. Provide valid NHIF Compliance Certificate
14. Provide valid NSSF Compliance Certificate.
15. Provide copy of Certificate of compliance to minimum wages as per Labour Laws.
16. Bidders must serialize pages for each bid submitted.
17. Bidders who shall not avail themselves or their representatives for site visit exercise and sign the registration form shall automatically be disqualified.
18. Bidders must submit hard tender documents and respond online through IFMIS supplier Portal.

**Note:** Bidders are invited for site visits on **Tuesday 2<sup>nd</sup>** day of **March, 2021** starting at **11:00 a.m.**, East African time beginning with the County Assembly main premises.

Completed Tender documents are to be enclosed in plain sealed outer envelope enclosing separately technical and financial bids (all clearly marked Tender No: **CAK/ADM/S&G/2020/2021/02/01**. Tender Description: **PROVISION OF SECURITY AND GUARDING SERVICES FOR VARIOUS PREMISES OF THE COUNTY ASSEMBLY OF KISUMU**.

**TENDER DURATION: EFFECTIVE FROM 22<sup>ND</sup> MARCH 2021 TO 22<sup>ND</sup> MARCH 2022.**

Addressed to: **THE CLERK**

**COUNTY ASSEMBLY OF KISUMU**

**P.O. BOX 86-40100**

**KISUMU, KENYA.**

Bidders must respond online through IFMIS Supplier Portal using **IFMIS Negotiation No.854187** and also submit original and copy of their bid document to be deposited in the Tender Box located at the Administration Building, next to Procurement office, Ground floor, so as to be received on or before **11:00A.m on Monday 8<sup>th</sup> March, 2021**. Bids will be opened immediately thereafter in the boardroom in the presence of bidders or their representatives who choose to attend. For any clarification regarding the tender, bidders are free to contact the office of the Clerk of Assembly, Administration Building, Ground floor during normal working days between **8:00 a.m – 1:00p.m** and **2:00p.m – 5:00p.m**. Late submission shall not be accepted.

**CLERK OF ASSEMBLY  
COUNTY ASSEMBLY OF KISUMU**

## **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 Kisumu County Assembly employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Assembly of Kisumu will in no case be responsible or liable for those costs, regardless of the conduct or outcome of L the tendering process,
- 2.2.2** The tender document shall be downloaded free of charge from Kisumu County Assembly website. ([www.kisumuassembly.go.ke](http://www.kisumuassembly.go.ke))

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below:-

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

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

#### **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the County Assembly of Kisumu in writing or by post, fax or email at the entity's address indicated in the documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”.
- 2.4.2. The County Assembly of Kisumu shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

#### **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, the County Assembly of Kisumu for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax, email or newspaper advert 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 County Assembly of Kisumu 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 procurement 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 8, 9 and 10 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
- (e) Declaration form

## **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 custom duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the 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 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 tenderer’s qualifications to perform the contract if its tender is accepted shall establish to the procurement entity 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 of Kshs. 100,000.00.

2.12.2 The tender security is required to protect the procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.1 2.7

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1, 2.12.2 and 2.12.3 will be rejected by the procuring entity as non-responsive, pursuant to paragraph 2.20.5.

2.12.5 Unsuccessful tenderer’s security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

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 procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) To sign the contract in accordance with paragraph 2.26 or
  - (ii) to furnish performance security in accordance with paragraph 2.27.
  - (iii) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 90 days after the date of tender opening prescribed by the Procuring entity 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 Tender**

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each as appropriate. In the event of any discrepancy between them, the original shall govern. **(Technical and Financial Proposals in separate envelopes)**
- 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 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.

2.15.2 The inner and outer envelopes shall:

(a) Be addressed to the County Assembly of Kisumu at the address given in the invitation to tender.

(b) Bear, **County Assembly of Kisumu, Tender No.**

**CAK/ADM/S&G/2020/2021/02/01 for the PROVISION OF SECURITY AND GUARDING SERVICES for various premises of the County Assembly of**

**Kisumu and the words: "DO NOT OPEN BEFORE 8<sup>th</sup> March, 2021 at 11:00 a.m. (East Africa Time)"**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the County Assembly of Kisumu shall not take 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 County Assembly of Kisumu at the address specified under paragraph 2:15.2 not later than 8<sup>th</sup> March, 2021 at 11:00 a.m (East Africa Time).

2.16.2 The County Assembly of Kisumu may, at its discretion, extend the deadline for the submission of tenders by amending the tender documents in accordance with paragraphs, in which case all rights and obligations of the County Assembly of Kisumu 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 deposited and received at Office of the Clerk of the Assembly.

**2.17 Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tenders submission, provided that written notice of the modification , including substitution or withdrawal of the tender is received by the procuring entity 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 County Assembly of Kisumu 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 County Assembly of Kisumu 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 County Assembly of Kisumu will open all tenders which shall be witnessed by tenderers' representatives who choose to attend at 11:00a.m on 8<sup>th</sup> March, 2021 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 County Assembly of Kisumu at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The County Assembly of Kisumu 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 County Assembly of Kisumu 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 substances shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in 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 County Assembly of Kisumu 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 County Assembly of Kisumu 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 2.22, the County Assembly of Kisumu 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 County Assembly of Kisumu'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 County Assembly of Kisumu 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 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 County Assembly of Kisumu 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 evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

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

The County Assembly of Kisumu requires that the services under the Invitation for Tenders shall be performed as specified in the Schedule of Requirements. Tenders offering to perform longer than the County Assembly of Kisumu'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 Assembly 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 County Assembly of Kisumu**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the County Assembly of Kisumu 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 County Assembly of Kisumu 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. The County Assembly of Kisumu 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 , as well

as such other information as the County Assembly of Kisumu 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 County Assembly of Kisumu 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 2.26, the County Assembly of Kisumu 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 County Assembly of Kisumu 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 action. If the County Assembly of Kisumu determines that none of the tenderers is responsive; it 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 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 to clause 2.26. 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 2.27, the County Assembly of Kisumu 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 County Assembly of Kisumu notifies the successful tenderer that its tender has been accepted, it will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within seven (14) days of receipt of the Contract Form, the-, successful tenderer shall sign and date the contract and return it to the County Assembly of Kisumu.

2.26.3 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 Within twenty eight (28) days of the receipt of notification of award from the County Assembly of Kisumu, 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 procuring entity, where applicable in the amount specified in SCC.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the County Assembly of Kisumu may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The County Assembly of Kisumu requires that ethics during 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 County Assembly of Kisumu will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;



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

**Appendix to Instructions to Tenderers**

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

<b>Instruction to tender reference</b>	<b>Particulars of Appendix to instructions to tenderers</b>
2.1	Eligible tenderers shall be registered Security and Guarding Firms
2.15.2 (b)	The tender shall be closing on 8 <sup>th</sup> March, 2021 at 11:00 a.m, East African Time
2.16.1	Not later than 11:00 a.m, East African Time on 8 <sup>th</sup> March, 2021
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Clerk’s Office, Administration building, Ground floor.
2.18.1	At 11:00 a.m, East African Time on 8 <sup>th</sup> March, 2021.
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account

## **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 County Assembly of Kisumu 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 County Assembly of Kisumu under the Contract.
- d) "The Procuring entity" means County Assembly of Kisumu 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 County Assembly of Kisumu against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

**3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the County Assembly of Kisumu 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 County Assembly of Kisumu 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 County Assembly of Kisumu and shall be in any of the following forms only:-

- (a) A bank guarantee.
- (b) Letter of credit.
- (c) Such Insurance Company guarantee as maybe approved by the PPRA.

3.6.4 The performance security will be discharged by the County Assembly of Kisumu 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 Test**

3.7.1 The County Assembly of Kisumu 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.

- 3.7.2 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 County Assembly of Kisumu.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the County Assembly of Kisumu may reject the services, and the tenderer shall either replace the rejected services or make iterations necessary to meet specification requirements free of cost to the County Assembly of Kisumu.
- 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 procuring entity 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 procuring entity's prior written consent.

### **3.10 Termination for Default**

The procuring entity, 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 County Assembly of Kisumu.

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

In the event the procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner 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.

### **3.12 Termination of insolvency**

The County Assembly of Kisumu 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 County Assembly of Kisumu.

### **3.13 Termination for convenience**

3.13.1 The by written notice sent to the contractor may terminate the contract in whole or in part, at a time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's 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 County Assembly of Kisumu may decide to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

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

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

**3.15 Governing Language**

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

**3.16 Force Majeure**

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

**3.17 Applicable Law.**

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

**3.18 Notices**

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

### 4.2 Tendering Notes

4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform the procuring entity at once and have the same rectified.

4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item; word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the procuring entity in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.

4.2.4 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or -qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

4.2.5 The tenderers are advised to visit all Kisumu County Assembly premises quoted for to do a survey and familiarize themselves fully with the existing conditions. And consequently the tenderers shall be deemed to have visited the premises and are aware of the conditions therein once they submit their tenders.

4.2.6 **The duration of the contract shall be one (1) year but renewable for a further one year subject to good performance ratings.**

### 4.3 EVALUATION CRITERIA

#### STAGE ONE

#### 4.3.1 Preliminary evaluation of open tenders

The evaluation committee shall first conduct a preliminary evaluation to determine whether -

- (a) the tender has been submitted in the required format;
- (b) any tender security submitted is in the required form, amount and validity period;
- (c) the tender has been signed by the person lawfully authorised to do so;
- (d) the required number of copies of the tender have been submitted;
- (e) the tender is valid for the period required; and
- (f) all required documents and information have been submitted.

#### 4.3.2 Statutory / Mandatory requirements

1. Certificate of Company/ Firm registration
2. Copy of CR-12 to be attached
3. Valid Tax compliance certificate
4. Audited Accounts for the last three years (i.e. 2017, 2018 & 2019).
5. Bid Bond Kshs. 100,000.00 valid for 120 days from the closing date of the tender from a reputable bank or Insurance Company approved by PPRA.
6. Attach valid Frequency Licence (Not payment Receipts) form from Communication Authority of Kenya for current areas of operation for VHF and HF frequencies.
7. Evidence of Membership of the Kenya Security Industry Association e.g. KSIA / PSIA/ PROSAK.
8. Provide Physical Location and Address of the firm
9. Power of Attorney (of Tender Signatory) in case of joint venture.
10. Statement of declaration that the Company / Firm is not debarred from participating in public procurement.
11. Duly filled, signed and stamped tender form.
12. Duly filled, stamped and signed confidential business questionnaire.
13. Provide valid NHIF Compliance Certificate
14. Provide valid NSSF Compliance Certificate.
15. Provide copy of Certificate of compliance to minimum wages as per Labour Laws.
16. Bidders must serialize pages for each bid submitted.
17. Bidders who shall not avail themselves or their representatives for site visit exercise and sign the registration form shall automatically be disqualified.
18. Bidders must submit hard tender documents and respond online through IFMIS supplier Portal.

**Note:** Bidders are invited for site visits on **Tuesday 2<sup>nd</sup>** day of **March, 2021** starting at **11:00 a.m.**, time beginning with the County Assembly main premises.



**Tenders which do not satisfy any of the above requirements (clause 4.3.1 & 4.3.2) shall be rejected.**


**STAGE TWO**

**4.3.3 Technical Evaluation**

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

**A. Specific experience of the Security Firm in relation to this assignment (35 Points):**

- Provide names, addresses and contact persons of at least five corporate clients that can demonstrate your experience in the last five years on similar nature of assignments (Security and Guarding services for Government corporate and commercial properties) attach Proofs or evidence] **(10 Points)**
- Provide names, addresses and contact persons of at least five Government / corporate clients that you are currently providing the security and Guarding services (attach letters of award) - **(10 Points)**
- Firm's professional Membership either Kenya Security Industry Association (KSIA), Protective Industry Association (PIA) or any other recognised security Association (attach a copy of Membership Certificate) - **(5 Points)**
- Current work force (attach the current NSSF employees contribution returns) -**(10 Points)** -  $\geq 2000$  guards = 10 points  
1500 < 2000 = 5 points  
1000 < 1500 = 2 points  
< 1000 = 0

**B) Personnel (30 points)**

- Qualifications and Experiences of at least four Key operations Personnel as follows.

**Operations Manager (10 points)**

- Minimum 'O' level qualification (attach copies of academic certificates) - (2 points)
- Must have risen to the rank of Chief Inspector of Police and above or equivalent position/ rank in the armed forces Or Have at least 10 years' experience as a senior Manager in private guarding services (attach evidence) - (2 points)
- Have Certificate of good conduct (attach a copy) - (2 points)
- Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers (attach evidence) - (2 points)
- Attach his or her signed CV. - (2 points)

**Site Manager/ Officer in Charge (10 points)**

- Minimum 'O' level qualification (attach copies of academic certificates) - (2 points)
- 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 Private guarding services-(attach evidence) - (2 points)
- Have Certificate of good conduct (attach a copy) - (2 points)
- Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first' aid, customer service and competence in the use of computers (attach evidence) - (2 points)
- Attach his or her signed CV. - (2 points)

**Two Supervisors (Day and Night) (5 points each = 10)**

- Minimum 'O' level qualification (attach copies of academic certificates) - (1 point each)
- 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 Supervisor in private guarding services (attach evidence) -(1 point each)
- Have Certificate of good conduct (attach a copy) - (1 point each)

- Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers (attach evidence) - (1 point each)
- Attach his or her signed CV. - (1 point each)

**C) Machinery. Tools, Equipment & Dress (20 points)**

1. At least ten operational Motor vehicles and Motor cycle (attach proof of Ownership) - (10 points)
2. An operational VHP/Radio Communication equipment's (attach proof of frequency allocation) - (4 points)
3. Availability of Backup systems and ability to respond on timely basis. The bidder should state the position or locality of the backup. (2 points)
4. Availability and ownership of trained Dogs and Kennels in their premises (attach veterinary documents to prove ownership) - (4 points)

**(D)Business support (15 points)**

- Insurance cover for employees and Professional Indemnity cover (attach copies) - (2 points)
- Availability of Liquid assets and access to lines of credit/other financial resources (attach evidences) (2 points)
- Proof of compliance with prevailing Labour laws including the minimum wage (Attach security guards payment schedules for the last six months.)Proof of ability to pay salaries in advance without depending on County Assembly . (6 points).
- Appointed bankers & Tenderers authority to seek bank reference. (2 points)

E) Provide at least three referees stating their addresses and telephone numbers. (3 points)

**N/B**

**Cut off shall be 70% to qualify for financial evaluation (price comparison).**

### **STAGE THREE - FINANCIAL EVALUATION**

**Financial evaluation:** - Checking for arithmetical errors and price comparison. Maximum Financial score shall be 30 points which shall be attained by the lowest financial quote of the bidders who have reached the financial stage.

### **STAGE FOUR - RECOMMENDATIONS)**

**4.3.5** The lowest evaluated bidder with the highest combined technical and financial score shall be recommended for award.

#### **4.4 Termination**

The County Assembly of Kisumu may without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part if:-

- (i) The Contractor frequently fails to provide services of high standards in the performance of this Agreement and/or
- (ii) The Contractor fails to perform any other obligation under this Agreement.

On termination of this Agreement however, terminated contractor shall be permitted to remove all its equipment, sign plates, instruments and guard dogs which may have been placed by the contractor on the premises.

#### **4.5 Confidentiality**

The contractor, its security officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of the County Assembly of Kisumu.

#### **4.6 Assignment**

The contractor shall not assign or sub-contract any of its rights or duties under this Agreement.

#### **4.7 Sub Contract**

The contract shall not be sub-contracted under this agreement.

#### **4.8 Payment Terms**

The County Assembly of Kisumu payment terms are within 30 days upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract,

#### **4.9 Provision and Standard of Services**

The Contractor shall provide services of high 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 County Assembly of Kisumu.

#### **4.10 Probation period**

The Contractor shall provide the services to the County Assembly of Kisumu on a probationary basis during the first three (3) months of this Agreement and thereafter, subject to proper performance and evaluation thereof, the Agreement may be confirmed in writing at the discretion of the County Assembly of Kisumu.

#### **4.11 Notice Addresses**

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 email and shall be deemed to have been received by the addressee within three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

#### **4.12 Contract prices**

The contract price will be fixed during the term of contract and not subject to variation of any account.

#### **4.13 Indemnity**

The contractor shall indemnify the County Assembly of Kisumu, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the contractor, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of his security officers whilst performing their duties-hereunder and this shall include any loss damage injury or any consequential or indirect loss sustained by the procuring entity its servants or

agents or third parties lawfully on the premises by reason of any act or omission or neglect to the contractor, its servants or agents.

**4.14 Claims**

Notice of all claims by the County Assembly of Kisumu of any loss, damage or injury or consequential or direct loss shall be given in writing to the company giving details of such loss, damage or injury of consequential or indirect loss within fourteen (14) days after the discovery of such damage, loss or injury.

**4.15 Insurance**

The contractor shall insure its security officers and dogs 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 County Assembly of Kisumu, its servant or agents, the contractor will indemnify the procuring entity against all actions, claims and demands in respect of such injury.

**4.16 Special conditions of contract with reference to the general conditions of contract.**

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
3.6 Performance security	the performance security shall be 10% of the annual contract price
3.8 Payment	Shall be payable after every Month
3.14 Resolution of disputes	The parties shall request to submit the dispute to arbitration and to concur in the appointment of an arbitrator within thirty (30) days of the notice. The dispute shall be referred to the arbitration of a person to be agreed between the parties, failing to concur in the appointment of an arbitrator, the arbitrator shall be appointed by a competent court of law residing in Kenya as the first step in resolving the dispute
3.17 Applicable law	Shall be the laws of Kenya
3.18 Notices	The Clerk County Assembly of Kisumu P.O. Box 86-40100 KISUMU, KENYA

The contractor shall if required by the County Assembly of Kisumu avail the policy of Insurance in respect thereof and proof of payment of current premium.

## SECTION V - SCHEDULE OF REQUIREMENTS

### GENERAL

1. These only describe the basic requirements.

NO	STATION	DAY GUARDS	NIGHT GUARDS	TOTAL NUMBER OF GUARDS REQUIRED
1	Speaker's residence	1	2	3
2	Clerk's residence	1	2	3
3	County Assembly Premises	5	4	9
4	Majority Leader's Residence	1	1	2
5	Construction Site – Speaker's House	1	2	3
6	Mega Plaza Offices	1	1	2
<b>GRAND TOTAL</b>				<b>22</b>

### 2. Delivery Period

The contract shall be unless extended by both parties terminate at the end of one (1) year from the commencement date which is **22<sup>nd</sup> March, 2021** and ends on **22<sup>nd</sup> March 2022**, However the same may be renewed for a further one (1) year subject to satisfactory performance.

### 3. The successful bidder will be expected to:-

- (a) Hire and pay salaries for their guards, supervisors and managers without depending on payment from County Assembly of Kisumu.
- (b) Provide sound and effective security guarding dogs and dog handlers.
- (c) Provide radio communication HF and VHF deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CAK radio communication licenses.
- (d) Attend fire emergency situation/fire prevention, detection and control.
- (e) Have back-up systems in cases of emergencies.
- (f) Have their personnel trained in bomb threat procedures and drills,
- (g) Have first aid and evacuation drills.
- (h) Provide educated and trained guards capable of using radios and modern equipment like Close Circuit Televisions (CCTVs), photocopying machines etc.
- (i) Ability to control industrial disputes/assembly control and riots.

- (j) Ability to summon police, fire brigade and ambulances in cases of emergencies.
- (k) 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 code and penal code.
- (l) 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.
- (m) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and County Assembly of Kisumu shall make periodical check / visits.
- (n) All equipment, instruments and guard dogs used by such security officers will be medically examined and be supplied by the company concerned.
- (o) All security guards must have certificate of Good conduct.
- (p) In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to the County Assembly of Kisumu for final decision.

#### **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 County Assembly of Kisumu and shall be presented to the Chief Sergeant at Arms, in-charge of Security by 8:00a.m of each day.

#### **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 (shirt and trousers) and tie where applicable
- (i) Clubs
- (j) Identification badges
- (k) Communication equipment

## **6. LOGISTICS**

The contractor 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. Provision of communication equipment

## **7. SIGN PLATES**

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

## **SECTION VI - DESCRIPTION OF SERVICES**

### **Scope of Services**

1. Safeguarding and protecting the County Assembly of Kisumu personnel, tenants, properties; materials and equipment unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all known property located at County Assembly of Kisumu premises and approved designated premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicles or by foot as required providing 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, doors and windows, Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
2. Ensure that all the regulations of the County Assembly of Kisumu affecting the security of their property and the property of the County Assembly of Kisumu tenants are carried out. A copy of regulations shall be given to the winning contractor together with other contract documents.
3. Any interference to the perimeter protection of the premises to be identified and reported to the immediately.
4. Shall deter the commission of assault, battery, robberies, rapes and other violent crimes by deploying well trained security guards in the County Assembly of Kisumu premises and other approved designated premises.

5. All visitors and customers to County Assembly of Kisumu premises to be courteously received, assisted and directed.
6. Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
7. Shall prevent the occurrence of fires, explosions and other catastrophes by the close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
8. Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security.
9. Ensure that fire-fighting equipment remain in designated locations and are not interfered with. In addition ensure that the right fire equipment is used to extinguish fire.
10. Record all vehicles visiting to premises and verify gate-passes issued to visitors.
11. Implement the contractor's right to search employees, visitors and tenants and their vehicles to ensure that no unauthorized property is taken from the premises without relevant authority or entry of suspicious equipment and materials.
12. Ensure that before any property is removed authorization is obtained from the relevant authorities.
13. Maintain a daily occurrence book and all security records should be made available to the management of County Assembly of Kisumu at any time.
14. Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles and bicycles.
15. Regulating human traffic in all County Assembly of Kisumu stations offices and customers' access respective service counters in an orderly manner without delay.
16. Guard all County Assembly of Kisumu premises against terrorism by ensuring thorough access controls, screening and/or searching of personnel and vehicles using metal detectors and under-search mirrors, detect and deal with suspicious characters.
17. The bidder must prove existence of radio network with central command by producing a valid frequency license.
18. The successful bidder shall be liable for any loss suffered by County Assembly of Kisumu as a result of the bidders' negligence.
19. The bidder shall provide security dogs in client locations as will be required.
20. The successful bidder shall be able to send a quick response and backup crew to the client premises at a short notice as and when an emergency occur.
21. 100% of the guards supplied to County Assembly of Kisumu must be trained in anti-terrorism and customer care. Attach proof,
22. The bidder firm must have ability to install own guard monitoring system semi or fully automated.
23. The bidder must supply own VHP radio communication for client premises.

24. The bidder must deploy literate guards who can read and write with a minimum of ‘O’ level education. Attach proof.
25. The bidder shall provide the guards with the following equipment and dress: uniforms, whistles and lanyards, torches and batteries, clubs and identification badges.
26. Any bidder awarded the contract shall be required to produce certification of good conduct for each and every guard deployed.
27. The security guard that will be posted to the stations shall be medically fit.
28. Provision of Supervisors, Site Manager/ Officer in Charge shall be at the bidders cost.
29. The bidding firm will take all responsibilities and liabilities performed by the guards on the site.

## **SECTION VII - STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.8 and it must be duly signed by duly authorized representatives of the tenderer.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the, tender security, either in the form included herein or in another form acceptable to the County Assembly of Kisumu.
3. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
4. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the County Assembly of Kisumu.
5. 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.
6. The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in accordance with the form indicated herein or in another form acceptable to the County Assembly of Kisumu and pursuant to the - conditions of contract.
7. The Declaration form should be completed by the Managing Director or as appropriate in accordance with the tender documents.

**FORM OF TENDER**

To:  
The Clerk  
County Assembly of Kisumu  
P.O. Box 86-40100  
**KISUMU, KENYA.**

Date:\_\_\_\_\_

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Security and Guarding Services under this tender in conformity with the said Tender document for the sum of Kshs. ....words.....figures [Total Tender amount in words and figures] Inclusive of VAT or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Security and Guarding Services in accordance with the conditions of the tender.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ten (10%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the County Assembly of Kisumu.
4. We agree to abide by this Tender for a period of 90 [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification 'of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021**

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

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

**Duly authorized to sign tender for and on behalf of**

**PRICE SCHEDULE OF SERVICES**

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ page \_\_\_\_ of \_\_\_\_\_

Tender Number \_\_\_\_\_

1	2	3	4	5	6
Name of Property	Number of Guards Required (Day and Night)	Rate Per Guard per Month (Kshs VAT Inclusive)	Total Price for All Guards Per Month (Col 2 x 3)	Other Incidental Costs	Total Price Per Year (Col 4 x 12, Col 5)
1	Speaker's residence	3			
2	Clerk's residence	3			
3	County Assembly Premises	9			
4	Majority Leader's Residence	2			
5	Construction Site – Speaker's House	3			
6	Mega Plaza Offices	2			
	<b>GRAND TOTAL</b>	<b>22</b>			

Signature of Tenderer \_\_\_\_\_

Official Rubber Stamp \_\_\_\_\_

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

**CONTRACT FORM**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2021 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 services. Viz \_\_\_\_\_ [brief description of the services] and has accepted a tender by the tenderer for the supply of those services 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 description of services / Scope of services;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) The County Assembly of Kisumu Notification of Award.
3. In consideration of the payments to be made by the County Assembly of Kisumu to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the County Assembly of Kisumu to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The County Assembly of Kisumu hereby covenants to pay the tenderer in consideration of the provision of the services 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 County Assembly of Kisumu) Signature: \_\_\_\_\_ date \_\_\_\_\_

In the presence of \_\_\_\_\_ Signature \_\_\_\_\_ date \_\_\_\_\_

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

in the presence of \_\_\_\_\_ Sign \_\_\_\_\_ date \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

<p><b>Part 1 General</b></p> <p>Business Names.....</p> <p>Location of Business Premises.....</p> <p>Plot No.....Street/Road.....</p> <p>Postal Address.....Tel No.....Fax.....Email.....</p> <p>Nature of Business.....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time-Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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<p><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality .....Country of Origin.....</p> <p>Citizenship detail.....</p>
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<p><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table><thead><tr><th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr></thead><tbody><tr><td>1. ....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>2. ....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>3. ....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>4. ....</td><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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2. ....	.....	.....	.....																	
3. ....	.....	.....	.....																	
4. ....	.....	.....	.....																	

<p><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public.....</p> <p>State the nominal and issued capital of Company</p> <p>Nominal Kshs.....</p> <p>Issued Kshs.....</p> <p>Given details of all directors as follows</p> <table><thead><tr><th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr></thead><tbody><tr><td>1. ....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>2. ....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>3. ....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>4. ....</td><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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<p>Date.....Signature of Candidate.....</p>
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**TENDER SECURITY FORM**

Whereas .....(name of the tenderer)

(hereinafter called “the tenderer”) has submitted its tender dated.....(date of submission of tender).

(name and / or description of the services)

(hereinafter called “the Tenderer”).....

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

Of.....having registered office at (name of the premises/building) (hereinafter called “the Bank”) are bound unto.....

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

for which payment well and truly to be made to the said County Assembly of Kisumu, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said Bank / Insurance Company this .....day of.....2021.

**THE CONDITIONS** of this obligation are

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

We undertake to pay to the County Assembly of Kisumu up to the above amount upon receipt of its first written demand, without the County Assembly of Kisumu having to substantiate its demand, provided that in its demand the County Assembly of Kisumu will note that the amount claimed by it is due to it, owing to the occurrence of one or both the two conditions, specifying the procured 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 / Insurance Company not later than the above date.

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**(Signature and seal of the bank / Insurance Company)**

**PERFORMANCE SECURITY FORM**

To:.....  
(name of the procuring entity)

WHEREAS .....(name of tenderer)  
(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No \_\_\_\_\_

(reference number of the contract) dated \_\_\_\_\_2021 to Supply / offer.....

.....  
(Description Services) (Hereinafter called “the contract”)

**AND WHEREAS** it has been stipulated by you in the said CONTRACT that the tenderer shall furnish you with a bank guarantee by a reputable bank or Insurance Company approved by PPRA for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....  
(amount of the guarantee in words and figures),

And we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....(amount of guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_20\_\_\_\_\_

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

\_\_\_\_\_  
*(Name of bank or financial institution)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Date)*

**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, within fourteen days (14) from the date of this letter.
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

**DECLARATION FORM**

**STATEMENT OF VERIFICATION THAT THE TENDERER IS NOT DEBARRED  
IN THE PUBLIC PROCUREMENT IN KENYA**

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)