

COUNTY GOVERNMENT OF BUNGOMA.



**DEPARTMENT OF PUBLIC SERVICE
MANAGEMENT AND ADMINISTRATION.**

TENDER DOCUMENT

FOR

**THE PROVISION OF SECURITY GUARDING
SERVICES FOR THE COUNTY GOVERNMENT OF
BUNGOMA.**

TENDER NO/ IFMIS NEGOTIATION NUMBER:

822831-2020/2021

SUBMISSION DEADLINE:

Wednesday, 7th October, 2020 at 10.00 A.M.

September 2020.

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SECTION I – INVITATION FOR TENDER

DATE: 30TH SEPTEMBER, 2020

TENDER NO/ IFMIS NEGOTIATION NUMBER: 822831-2020/2021

TENDER DESCRIPTION: THE PROVISION OF SECURITY GUARDING SERVICES FOR THE COUNTY GOVERNMENT OF BUNGOMA.

The County Government of Bungoma through the Department of Public Service Management and Administration invites sealed Tenders from eligible and competent Security Service Providers for the **Provision of Security and Guarding Services** to the Head Office in Bungoma and Regional Offices in the entire nine(9) sub counties as detailed in the Schedule of requirements and Tender Form. Interested Security Service Providers may obtain the Tender documents by down loading from the County Government of Bungoma website; www.County Government of Bungoma.go.ke or public procurement information portal:<https://tenders.go.ke>, **free of charge**. Prices quoted should be inclusive of all taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date.

The tenderer shall furnish, as part of its tender, a tender security of Kshs. **200,000**. The tender security shall be in the form of a Guarantee issued by a Bank or Insurance Company accepted by Public Procurement Regulatory Authority. Duly completed tender documents, in **PDF FILE FORMAT** Marked with the NO. **TENDER NO/IFMIS NEGOTIATION NUMBER. 822831-2020/2021** -the Provision of Security Guarding Services at County Government of Bungoma Offices, should be submitted electronically through the **IFMIS PLATFORM** so as to be received on or before **Wednesday 7th October, 2020 at exactly 10.00 a.m.** {Opening of tenders/bids will take place immediately thereafter at the Conference Room annex building in the presence of tenderers/representatives who wish to attend. The Prices quoted in the tender/bid should be net inclusive of all taxes

Any additional information, addendums or clarifications in respect to this tender will be available in our County Government of Bungoma website [www. Bungoma.co.ke](http://www.Bungoma.co.ke). All bidders are advised to regularly check the website during the bidding period. Bidders who choose to download the tender from County's website www.Bungoma.co.ke or public procurement information portal: <https://tenders.go.ke> and should forward their company's details to procurementreporting@gmail.com so that any addendum/ clarifications can be sent to their email address.

County Government of Bungoma reserves the right to accept or reject any tender and may 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.

COUNTY CHIEF OFFICER

DEPARTMENT OF PUBLIC SERVICE MANAGEMENT AND ADMINISTRATION
COUNTY GOVERNMENT OF BUNGOMA.

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 County Government of Bungoma's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under **Section 59 of the PPAD Act 2015**.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and Service Providers) 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 County Government of Bungoma 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 County Government of Bungoma, shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

2.2.2. The tender document shall be downloaded from the our County website www.Bungoma.go.ke or public procurement information portal:<https://tenders.go.ke> **Free of Charge.**

2.2.3. The County Government of Bungoma allows the tender document to be viewed free of charge from the above indicated websites before submission.

2.3. Contents of Tender Documents

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

- i). Instructions to tenderers
- ii). General Conditions of Contract
- iii). Special Conditions of Contract
- iv). Schedule of Requirements
- v). Details of service
- vi). Form of tender- lot one
- vii). Form of tender- lot two
- viii). Price schedules – lot one
- ix). Price schedule – lot two
- x). Contract form
- xi). Confidential business questionnaire form
- xii). Tender security form
- xiii). Performance security form
- xiv). 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 Government of Bungoma in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The County Government of Bungoma will respond in writing to any request for clarification of the tender documents, which it receives no later than Seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2. The County Government of Bungoma 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 Government of Bungoma, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

2.6. Language of Tender Documents

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 County Government of Bungoma, 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 2.8, 2.9, and 2.10 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.

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.9.4. Contract price variations shall not be allowed for contracts not exceeding **one year (12 months)**

2.9.5. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6. Price variation requests shall be processed by the County Government of Bungoma within 30 days of receiving the request.

2.10. Tender Currencies

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

2.11. Tenderers Eligibility and Qualifications.

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

2.11.2. The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the County Government of Bungoma'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 of Kshs 200,000.

2.12.2. The tender security shall be in the form of a Guarantee issued by a Bank or Insurance Company acceptable by County Government of Bungoma.

2.12.4. The tender security is required to protect the County Government of Bungoma against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.5. The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

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

2.12.7. 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 procuring entity.

2.12.8. 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.

2.12.9. The tender security may be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

or

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

i). to sign the contract in accordance with paragraph 30

or

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

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 County Government of Bungoma, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Bungoma as non-responsive.

2.13.2. In exceptional circumstances, the County Government of Bungoma 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 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 in an envelope, duly marked as “**ORIGINAL**” and shall:

a) be addressed to the Procuring entity 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 Wednesday 7th October, 2020 AT 10.00 A.M.**” local time.

2.15.2. The 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”.

2.15.3. If the envelope is not sealed and marked as required by paragraph 2.15.1, the County Government of Bungoma 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 County Government of Bungoma at the address specified under paragraph 2.15.1 no later than 10.00 a.m. on Wednesday 7th October, 2020.

2.16.2. The County Government of Bungoma may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the County Government of Bungoma 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 procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1. The tenderer may modify or withdraw its tender after the tender ‘s submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by the County Government of Bungoma 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 Government of Bungoma 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 Government of Bungoma 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 Government of Bungoma will open all tenders in the presence of tenderers 'representatives who choose to attend immediately after **10.00 a.m. on Wednesday 7th October, 2020 at 10.00 a.m.** and in the location specified in the invitation to tender. The tenderers 'representatives who are present shall sign a register evidencing their attendance.

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

2.18.3. The County Government of Bungoma 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 Government of Bungoma 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 County Government of Bungoma 's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer/s tender.

2.20. Preliminary Examination and Responsiveness

2.20.1. The County Government of Bungoma 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 Government of Bungoma 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 22, the County Government of Bungoma 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 Government of Bungoma'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 Government of Bungoma 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 County Government of Bungoma 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 Government of Bungoma 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 County Government of Bungoma 's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- a) Operational plan proposed in the tender;
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

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

a) Operational Plan.

The County Government of Bungoma requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders 'offering to longer than the County Government of Bungoma'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 County Government of Bungoma 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 Government of Bungoma.

2.23.1. Subject to paragraph 2.19, no tenderer shall contact the County Government of Bungoma 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 Government of Bungoma in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

2.24. Award of Contract

2.24.1. Post qualification.

a) In the absence of pre-qualification, the County Government of Bungoma 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.

b) 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 County Government of Bungoma deems necessary and appropriate.

c) 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 Government of Bungoma will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer 's capabilities to perform satisfactorily.

2.24.2. Award Criteria

a) Subject to paragraph 2.22 the County Government of Bungoma 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.

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

c) 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 County Government of Bungoma 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 County Government of Bungoma 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 County Government of Bungoma 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 Government of Bungoma notifies the successful tenderer that its tender has been accepted, the County Government of Bungoma 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 County Government of Bungoma.

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 County Government of Bungoma, 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 County Government of Bungoma.

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 County Government of Bungoma 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 Government of Bungoma 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 County Government of Bungoma will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

Appendix to Instructions to Tenderers.

The following information for procurement of guarding 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.

TD Instructions {Clause}	Particulars of Appendix to instructions to tenderers
2.1.1	Particulars of eligible tenderers: The tender is open to eligible Registered Security Service Providers. Registered by Kenya Security Industry Association (KSIA), Protective Industry Association (PIA) (attach a copy of Membership Certificate / Testimonial).
	Tender document shall be downloaded free of charge from the County's websites: www.Bungoma.co.ke or public procurement information portal: https://tenders.go.ke
	Tender Security will not be required for firms owned by Women, Youth and Person with Disabilities. They must sign tender security declaration form
	Form of Tender Security: Applicable The amount of tender security is Kshs. 200,000 in the form of a Guarantee issued by a Bank or Insurance Company accepted by COUNTY GOVERNMENT OF BUNGOMA. The tender security shall remain valid for 120 days
	Validity of Tenders: Tenders Shall remain valid for 120 days
	Tenderer to submit one (1) original and one (1) copy well bounded documents and enclosed in a plain outer envelope properly sealed, labelled and addressed as per instructions
	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.
	The tender closing and opening date is on Wednesday 7th October, 2020
	Particulars of Performance Security if applicable. Not applicable

2.22 Evaluation Criteria

a) Mandatory Requirements (MR)

No	Mandatory Requirements	Responsive or Not Responsive
MR1	Must attach a copy of certificate of Registration / Incorporation	
MR 2	Must Submit a copy of Valid Tax Compliance certificate issued by Kenya revenue authority.	
MR 3	Duly filled and signed form of tender	
MR 4	Tender security of ksh 200,000 valid for 150 days from the closing date	
	Duly filled and signed tender securing declaration form for firms under AGPO	
MR 5	Must Fill the Price Schedule in the format provided	
MR 6	Must submit a self-declaration that the person/ tenderer will not engage in any corrupt or fraudulent practice.	
MR7	Must submit a self-declaration that the person/ tenderer/firm is not debarred in the matter of the Public Procurement and asset Disposal Act 2015.	
MR8	Must submit a Tender securing declaration form.	
MR 9	Must submit Firm's full and up to date professional Membership either Kenya Security Industry Association (KSIA), Protective Industry Association (PIA) (attach a copy of Membership Certificate /	
MR 10	Must submit a dully filled up Confidential Business Questionnaire in format provided.	
MR 11	Must fill and Submit Anti-Fraudulent Practice Declaration Form	
MR 12	Must fill and Submit Anti-Corruption Declaration Form	
MR 13	An operational VHF/Radio or Mobile / Static Phone Communication equipment (attach proof of frequency allocation / Dedicated Phone Number)	
MR 14	Valid work injury benefit policy, group personal accident policy, employers liability Insurance cover for employees and employers liability(attach copies)	
MR15	Proof of physical location {attach copy of the lease agreement or ownership documents and utility bills bearing firm's name.	
MR16	Valid NSSF compliance certificate {attach copy}	
MR17	Valid NHIF compliance certificate {attach copy}	
MR18	Must submit a declaration that the service provider shall comply with the minimum wage regulations.	

NB: At this stage, the tenderer's submission will either be responsive or non-responsive.

The Non-Responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

b) Technical Evaluation

This section (Technical Evaluation) will carry a total of **70 marks**.

	Parameter Description	Score (100 Marks)
1	Specific experience of the Security Firm in relation to this assignment.	Subtotal 20marks
a.	Number of years the firm has been in business, incorporated or registered (one mark for each year, maximum 5 marks)	5 Marks
b.	<p>Experience in similar assignments</p> <p>Provide the specific experience of the firm in providing guarding services for last three (3) years. Provide:</p> <p><input type="checkbox"/> clients names, addresses and contact person</p> <p><input type="checkbox"/> A copy of the contract/ LSO for each site/client</p> <p>2 Marks for each sites up to a maximum of 5 sites/ clients</p>	10 Marks
c.	<p>Have a current work force of at least 50 guards (attach the current NSSF employee’s contribution returns or Nominal roll) (5 Marks)</p> <p><input type="checkbox"/> 50-80 (3 marks)</p> <p><input type="checkbox"/> 81 and Above (5marks)</p>	5 Marks
2.	Personnel; Qualifications and Experiences of at least four Key operations Personnel as follows.	Subtotal 40Marks
a.	<p>Operations Manager;</p> <p>i). Minimum ‘O’ level qualification (attach copies of academic certificates) - (2 Marks)</p> <p>ii). Risen to the rank of Chief Inspector of Police and above or equivalent position / rank in the armed forces or Have at least 5 years’ experience as a Manager in private guarding services (attach evidence) - (2 Marks)</p> <p>iii). Have Certificate of good conduct (attach a copy) -(2 Marks)</p> <p>Professional training on security(attach evidence) - (2 Marks)</p> <p>v). Attach his or her signed CV. - (2 Marks)</p> <p>vi). Attach a copy of Schedule of duties(2 Marks)</p>	12 Marks
b.	<p>Site Manager / Officer In Charge;</p> <p>i). Minimum ‘O’ level qualification (attach copies of academic</p>	12 Marks

	<p>certificates) - (2 Marks)</p> <p>ii). Risen to the rank of Inspector of Police and above or equivalent position / rank in the armed forces or Have at least 5 years' experience as a Site Manager / Officer In Charge in private guarding services (attach evidence) - (2 Marks)</p> <p>iii). Have Certificate of good conduct (attach a copy) -(2 Marks)</p> <p>iv). Professional training on security (attach evidence) - (2 Marks)</p> <p>v). Attach his or her signed CV. - (2 Marks)</p> <p>vi). Attach a copy of Schedule of duties(2 Marks)</p>	
c.	<p>Two(2) Supervisors (1 for day and 1 for Night)</p> <p>i). Minimum 'O' level qualification (attach copies of academic certificates) - (2 Marks)</p> <p>ii). Risen to the rank of Inspector of Police and above or equivalent position / rank in the armed forces or Have at least 3 years' experience as a Supervisor in private guarding services (attach evidence) - (2 Marks)</p> <p>iii). Have Certificate of good conduct (attach a copy) -(2 Marks)</p> <p>iv). Professional training on security (attach evidence) - (2 Marks)</p> <p>v). Attach his or her signed CV. - (2 Marks)</p> <p>vi). Attach a copy of Schedule of duties(2 Marks)</p>	12 Marks
d.	Attach general Schedule of duties for Guards/ Receptionist (4 Mark)	4 Marks
3.	Machinery, Tools, Equipment & Dress / Logistics	Subtotal 20Marks
a.	<p>At least Five (5) operational Motor vehicles /Motor cycles (attach proof of Ownership or Copy of Lease Agreement) (5 Marks)</p> <p><input type="checkbox"/> 5 (4 marks)</p> <p><input type="checkbox"/> 6 and Above (5marks)</p>	5 Marks
b.	Availability of backup systems and ability to respond on timely basis. The bidder should provide evidence of possessing the same (5 Marks)	5 Marks
c.	Availability and ownership of trained Dogs and Kennels in their premises (attach veterinary documents to proof ownership) - (5 Marks)	5 Marks
d.	Kitting; All guards be fully equipped with the right tools of their trade as follows: Uniforms (Men / ladies Suit to conform with	5 Marks

	County Government of Bungoma Corporate image during Day Guard & Firms Uniform for Night Guard) (attach photographs of suits and working dress male & female. 1.5 marks x 2 (3 Marks))	
4.	Business support	Subtotal 20 Marks
a.	Proof of compliance with minimum Wage guidelines (Attach Security Guards payment schedules for the last three months or copy of pay slips.) (3 Marks)	10Marks
b.	Financial Strength; Submit Audited Accounts for the last three years - (3 Marks)	10 Marks
	Grand total	100 Marks

NB:

Bidders shall be required to obtain a minimum of 70% of the Marks at the Technical Evaluation to proceed to Financial Evaluation stage. Bidders who score below 70% of the marks will be eliminated at this stage and will not be considered further.

c) Financial Evaluation

Verifying the financials and checking for arithmetical errors, omissions and price comparison among the qualified tenderers in accordance with the evaluation criteria.

	<p>Award Criteria:</p> <p>i). The Lowest Financial Evaluated Bid amongst the bidders with score of 70% and above is to be recommended for award subject to clause ((ii) below</p> <p>ii). Due diligence/ Post qualification</p> <p>The tender evaluation committee shall carry out due diligence on the bidder’s attributes before making the final recommendation for award</p> <p>County Government of Bungoma will inspect the premises and interview management to confirm all this information given</p> <p>Award will be made to the bidder with the lowest evaluated tender price indicated/captured in the form of tender</p> <p>In the event of a tie in the lowest evaluated tender price, then the tenderer whose technical score is higher will be recommended for award.</p>								
	<p>The table below summarizes the overall evaluation process and the proposed weighting of each stage.</p> <table border="1" data-bbox="395 1413 1289 1868"> <thead> <tr> <th data-bbox="395 1413 842 1498">Area</th> <th data-bbox="842 1413 1289 1498">Rating/Marks/scores</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 1498 842 1700">Preliminary Evaluation{ Compliance Evaluation }</td> <td data-bbox="842 1498 1289 1700">Elimination</td> </tr> <tr> <td data-bbox="395 1700 842 1785">Technical Evaluation</td> <td data-bbox="842 1700 1289 1785">70% Pass Mark</td> </tr> <tr> <td data-bbox="395 1785 842 1868">Financial Evaluation</td> <td data-bbox="842 1785 1289 1868">Lowest evaluated price per lot.</td> </tr> </tbody> </table>	Area	Rating/Marks/scores	Preliminary Evaluation{ Compliance Evaluation }	Elimination	Technical Evaluation	70% Pass Mark	Financial Evaluation	Lowest evaluated price per lot.
Area	Rating/Marks/scores								
Preliminary Evaluation{ Compliance Evaluation }	Elimination								
Technical Evaluation	70% Pass Mark								
Financial Evaluation	Lowest evaluated price per lot.								

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 Public Procurement 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 Service Provider including materials and incidentals which the tenderer is required to provide to the County Government of Bungoma under the Contract.
- d) **“The County Government of Bungoma”** means the organization sourcing for the services under this Contract.
- e) **“The Service Provider”** 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) **“Days”** are calendar days
- i) **“Months”** are calendar months.
- j) **“Equipment”** is the Service Provider’s machinery and vehicles brought temporarily to the Site for the execution of the Services.
- k) **“Site”** means the place or places where the Services are to be carried out.
- l) **“CGB’s Representative”** is the person appointed by the Employer and notified to the Service Provider for the purpose of supervision of the Services.
- m) **“Specification”** means the Specification of the Services included in the Contract.
- n) **“Agreement”** means this Agreement made between County Government of Bungoma and the Service Provider including the First and second schedules and to another document forming the Agreement
- o) **“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.
- p) **“Party”** means either CGB or the Service Provider.

- q) **“Both Parties”** means County Government of Bungoma and the Service Provider.
- r) **“Rates”** means the costs and charges of the services the Service Provider shall provide to County Government of Bungoma; as provided for in the Second Schedule of this Agreement;
- s) **“Guarding Services”** means the security guarding services, that will be provided to County Government of Bungoma by the security guarding Company pursuant to this Agreement and includes any additional or incidental services that may be requested by County Government of Bungoma from time to time.
- t) **“Duties”** means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Service Provider to County Government of Bungoma as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order.

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

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

3.4 Patents Rights

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

3.5 Performance Security

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

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

3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the County Government of Bungoma and shall be in the form of:

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

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

3.6 Inspections and Tests

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

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its sub Service Provider(s). If conducted on the premises of the tenderer or its subService Provider(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 Government of Bungoma.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the County Government of Bungoma 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 County Government of Bungoma.

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

3.7 Payment

3.7.1 Payment will be on a monthly basis on submission of an invoice after certification by an authorized officer of the County Government of Bungoma that services have been offered.

3.8 Prices

3.8.1 Prices charged by the Service Provider for services performed under the Contract shall not vary from the prices by the tenderer in its tender or in the County's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

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

3.10 Termination for Default

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

In the event the County Government of Bungoma 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 County Government of Bungoma for any excess costs for such similar services.

3.11 Termination of Insolvency

3.11.1 The County Government of Bungoma may at the anytime terminate the contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, 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 Government of Bungoma.

3.12 Termination for Inconvenience

3.12.1 The County Government of Bungoma by written notice sent to the Service Provider 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 County Government of Bungoma convenience, the extent to which performance of the Service Provider of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the County Government of Bungoma may elect to cancel the services and pay to the Service Provider on agreed amount for partially completed services.

3.13 Resolution of Disputes

3.13.1 The County Government of Bungoma's and the Service Provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT.

4.1 These Special Conditions of contract shall apply in regard to this contract. Whenever there is a conflict between the General Conditions of Contract (GCC) and the Special Condition of Contract (SCC), the provision herein shall prevail and supersede over those in the General Conditions of Contract.

4.2 Contract Documents

The following documents shall constitute the Contract documents

- a) Agreement,
- b) General Conditions of Contract and Special Conditions of contract
- c) Technical Specifications,
- d) Price Schedule
- e) Letter of Award and Acceptance,
- f) Service Providers Tender Document

4.3 Employer's Representative's Decisions

4.3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Service Provider in the role representing the Employer.

4.4 Instructions

4.4.1 The Service Provider shall carry out all instructions of the County Government of Bungoma's Representative which are in accordance with the Contract.

4.4.2 All verbal instructions to the Service Provider shall as soon as possible after such instructions have been made be confirmed in writing by the County Government of Bungoma's Representative.

4.5 Management Meetings

4.5.1 A Contract top management meeting shall be held quarterly and attended by the Employer 's Representative and the Service Provider. Its business shall be to evaluate periodic performance of the work. The Employer 's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer 's Representative either at the top management meeting or after the management meeting and stated in writing to all who attend the meeting.

4.5.2 An informal meeting between the supervisor of the contract and County Government of Bungoma's representative shall be held when deemed necessary. Any results from this meeting shall reflect on the monthly evaluation and performance assessment as per clause 7.

4.5.3 Communication between parties shall be effective only when in writing.

4.6 Duration of Contract

4.6.1 The resulting contract/Agreement shall be for two Years (24) months unless and until determined under the provisions of this Agreement. For the Upcoming Sites / Premises (BUNGOMA COUNTY) commencement of the contract will be by Notice upon the office being operational subject to the remaining contract period and therefore services will be provided for the remaining contract period

The period of the contract may be further extended provided that the requirement of the service persists at that time. The County Government of Bungoma, however, reserves right to terminate this contract as a result of unsatisfactory performance at any time after giving notice to the selected Service Provider.

4.7 Termination

4.7.1 The County Government of Bungoma may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:

a) By Breach of Contract

- i). The Service Provider frequently fails to provide services of acceptable standards set by **County Government of Bungoma** in the performance of this Agreement and
- ii). The Service Provider fails to perform any other obligation under this Agreement.

b) By Agreement

Either party may terminate the Agreement by giving to the other party three (3) months' notice in writing or payment of three (3) months to offset fees and charges in lieu of such notice

4.7.2 On termination of this Agreement, whosoever terminated, the Service Provider shall be permitted to remove all its equipment which may have been placed by the Service Provider upon the employer's premises.

4.8 Confidentiality

4.8.1 The Service Provider, its security officers, or 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 County Government of Bungoma.

4.9 Assignment

4.9.1 The Service Provider shall not assign or sub-contract any of its rights or duties under his Agreement

4.10 Sub Contract

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

4.11 Payment Term

4.11.1 The Service Provider will promptly be paid upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

4.12 Staff Identification

4.12.1 The Service Provider shall provide uniforms subject to clause 2.22 (3) (f) and name tags which shall be worn all the time. The Service Provider shall provide to County Government of Bungoma a list of staff and the copies of their National Identity Cards and Certificates of Good Conduct. Where there are changes in staffing County Government of Bungoma should be notified prior to deployment of the new staff; and comply with the terms and conditions stipulated. All staff to be deployed shall also be issued with County Government of Bungoma Passes in line with the security requirements.

4.13 Performance Security

4.13.1 The Service Provider shall before be executing this agreement furnish County Government of Bungoma with a Performance security whose value shall be equivalent to five per cent (5%) of the annual Contract Value. The performance security will have a validity of

one year hence be renewed one month before the expiry date for each year of the contract period.

4.14 Notice Addresses

4.14.1 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) working days of posting or 48 hours if sent by facsimile transmission or by electronic mail. Notices shall be served on weekdays and not during weekends and Public Holidays.

4.15 Tender Prices

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

4.16 Insurance

4.16.1 The Service Provider shall insure its personnel 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 of negligence or default of County Government of Bungoma, its servants or agents. The Service Provider will indemnify County Government of Bungoma against all actions, claims and demands in respect of such injury.

4.16.2 The Service Provider shall be required by County Government of Bungoma to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

4.17 Liquidated Damages

4.17.1 If the Service Provider fails to provide any or all of the services within the period(s) specified in the contract, COUNTY GOVERNMENT OF BUNGOMA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to the contract sum of the undelivered services until actual delivery of those services are met. After this County Government of Bungoma may consider terminating the contract.

4.18 Statutory Requirements

4.18.1 It is important that the Service Provider fully understands the statutory duties of the County Government of Bungoma because it will be incumbent upon the Service Provider to carry out the Service in accordance with those statutory requirements on behalf of the County Government Of Bungoma. Any penalties prescribed by law and any consequential costs resulting from the Service Provider failing to carry out those statutory duties shall be paid by the Service Provider.

4.19 Tendering Notes

4.19.1 The Tenderer is required to check the number of pages and should any be found to be missing or in duplicate or the figure or writing indistinct, inform the County Government Of Bungoma at once and have the same rectified.

4.19.2 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 County Government Of Bungoma in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.19.3 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.

4.19.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the County Government of Bungoma shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.19.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without County Government of Bungoma will be ignored and the text of the Tender Document as printed will be adhered to.

SECTION V – SCHEDULE OF REQUIREMENTS.

5.1 GENERAL REQUIREMENTS

These only describe the basic requirements

5.1.1 Introduction

County Government of Bungoma (referred to as the client) intends to enter into a contract with the winning bidder (referred to as the Service Provider) for provision of Security Guarding services under the following Service Level Agreement. County Government of Bungoma requires the services of reputed, well established and financially sound Security Guarding Service Provider having experience in providing Security services on contract basis

5.1.2 Background

The County Government Of Bungoma Head Office Is Premised In Situated At **Moi Avenue Bungoma Town and of P.O Box 437-50200 Bungoma**. The Positioning of the Sites for guarding are within Bungoma County.

5.1.3 Core values.

County Government of Bungoma, in its endeavor to realize its vision and mission, upholds the following core values:

a) Transparency

County Government of Bungoma will endeavor to act in a transparent, predictable and understandable manner to its stakeholders.

b) Equitability

County Government of Bungoma will deal with its stakeholders in a just and impartial manner.

c) Customer focus

County Government Of Bungoma will endeavor to satisfy its customers' needs.

d) Teamwork

County Government Of Bungoma staff will embrace togetherness and team spirit in carrying out their duties. Synergy among the staff members shall be highly valued for better achievement of objectives.

e) Objectivity

County Government of Bungoma will endeavor to be impartial in carrying out its mandate

f) Integrity

County Government of Bungoma board and staff members will strive to be professional, honest, fair and ethical at all times.

g) Courage

In the performance of their duties, County Government Of Bungoma Boards and staff shall be bold in the execution of their duties and shall be prepared to mitigate any risks or challenges.

5.1.4 Contract Period

a) The Contract period shall be for two (2) Years i.e. 24 months (as provided for under Clause 4.6 of the Special Condition of the Contract. For the Upcoming Sites / Premises commencement of the contract will be by Notice upon the office being operational subject to the remaining contract period

b) The Service Provider shall be expected to provide guards to serve at County Government Of Bungoma Security Guarding Sites (referred to as the Clients premises) spelt out below at any given time to provide Day and Night security guarding services for 24 hours, seven (7) days a week (Monday to Sunday) throughout the contract period.

c) The period of the contract may be further extended provided that the requirement of the service persists at that time. The County Government Of Bungoma, however, reserves right to terminate this contract as a result of unsatisfactory performance at any time after giving notice to the selected Service Provider.

SECURITY GUARDING SITES

5.1.5 Security Guarding Sites requirements Day and Night (LOT 1)

Lot 1

S/N	Working Station	Deployment	Guards/ Day Time	Guards/ Night Time	No. Of Guards
1.	Headquarters	Governors' Office	6	4	10
		Governors' residence	3	3	6
		Deputy Governors' residence	2	2	4
		Annex Offices	2	2	4
		Trade offices	2	2	4
		Department of Roads	2	2	4
		Agriculture	2	2	4
		Municipal Market	2	2	4
		Bungoma Bus station	1	2	3
		Bungoma slaughter house	1	2	3
		Kanduyi fire station	1	2	3
		Public works	1	2	3
		Department of water	2	3	5
		First lady's' office	1	2	3
County Secretary residence	1	2	3		
Sub total			63		
2.	Kanduyi Sub county	Sub county office	1	2	3
		Musikoma ward office	1	2	3
		Township ward office	1	2	3
		Sangalo west ward office	1	2	3
		Sangalo East ward office	1	2	3

		Bukembe east ward office	1	2	3
		Bukembe west ward office	1	2	3
		Khalaba ward office	1	2	3
		Tuuti marakuru ward office	1	2	3
		Kanduyi market	1	2	3
		Misanga home craft center	1	2	3
		Mayanja stoles	1	2	3
		Bukusu cultural center	1	2	3
		Lake basin facility	1	2	3
Sub total					42
3.	Bumula sub county	Sub county office	1	2	3
		South Bukusu Ward Office	1	2	3
		Kabula ward office	1	2	3
		Khasoko ward office	1	2	3
		Bumula ward office	1	2	3
		Kimaeti ward office	1	2	3
		Siboti ward office	1	2	3
		West bukusu ward office	1	2	3
		Myanga market	1	2	3
Subtotal					27
GRANDTOTAL					132

SECURITY GUARDING SITES

5.1.5 Security Guarding Sites requirements Day and Night (LOT 2)

Lot 2

S/N	WORKING STATION	Deployment	Guards/ Day Time	Guards/ Night Time	No. Of Guards.
1.	Webuye East Sub county	Webuye town hall	1	2	3
		Webuye Municipal market	1	2	3
		Maraka Ward Office	1	2	3
		Ndivisi Ward Office	1	2	3
		Mihuu Ward Office	1	2	3
		Webuye slaughter house	1	2	3
		Misikhu Market	1	2	3
Subtotal					21
2.	Webuye west sub county	Sub county office	1	2	3
		Sitikho ward office	1	2	3
		Misikhu ward office	1	2	3
		Webuye water project	1	2	3
		Bokoli ward office	1	2	3
		Matulo ward office	1	2	3
Subtotal					18
3.	Tongaren sub county	Sub county office	1	2	3
		Tongaren ward office	1	2	3
		Mbakalo ward office	1	2	3
		Milima ward office	1	2	3
		Mitua soysambu ward	1	2	3
		Ndalutabani ward	1	2	3
		Naitiri kabuyefwe ward	1	2	3
Subtotal					21
GRANDTOTAL					60

SECURITY GUARDING SITES

5.1.5 Security Guarding Sites requirements Day and Night (LOT 3)

Lot 3.

S/N	Working Station	Deployment	Guards/ Day Time	Guards/ Night Time	No. Of Guards.
1.	Kimilili sub county	Sub county office	1	2	3
		Kimilili ward office	1	2	3
		Kibingei ward office	1	2	3
		Kamukuywa ward office	1	2	3
		Maeni ward office	1	2	3
		Slaughter house	1	2	3
		Auction ring	1	2	3
		Old market	1	2	3
		New market	1	2	3
		Kamukuywa stalls	1	2	3
Subtotal					30
2.	Kabuchai sub county	Sub county office/ Chwele kabuchai ward	1	2	3
		West nalondo ward office	1	2	3
		Mukuyuni ward office	1	2	3
		Luuya bwake ward office	1	2	3
		Chwele market	2	2	4
Subtotal					16
3.	Sirisia Sub county	Sub county office	1	2	3
		Namwela ward office	1	2	3
		Lwandanyi ward office	1	2	3
		South Kulisiru ward office	1	2	3
		Lwakhakha horticulture Market.	1	2	3
Subtotal					15
4.	Mt Elgon Sub county	Sub county/Elgon Ward	1	2	3
		Kapkateny ward office	1	2	3
		Cheptais ward office	1	2	3
		Chesikaki ward office	1	2	3
		Chepyuk ward office	1	2	3
		Kaptama ward office	1	2	3
		Kapsokwony mini market.	1	2	3
		Kapsokowny Agricultural offices	1	2	3
Subtotal					24
GRANDTOTAL					85

5.2 Provision and Standard of Service

5.2.1 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.

5.2.2 The security will maintain an **Occurrence Book**. They should be able to provide all their guards with note books, pens or cards / form, 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.

5.2.3 The Service Provider shall provide services to the acceptable standards in the performance of the services. Poor performance shall be grounds for summary termination of the Agreement on notice by the Client.

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

5.2.5 If at any time during the performance of this Agreement the Service Provider encounters unfavourable conditions affecting provision of services, the Service Provider shall immediately and without any delay notify the Client in writing of the Conditions, their cause duration of occurrence. As soon as practicable the Client shall evaluate the condition and seek to address any anomalies, and may at its sole discretion waive the Service Provider's obligations.

5.2.6 The occurrence book will be the property of the County Government Of Bungoma and shall be presented to security officer in charge of every site by 8.00am of each day.

5.3 Equipment

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

a) Motor Vehicles/Motor cycles

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 and as required in Sec. 2.22
- i) Clubs
- j) Identification badges
- k) Communication equipment (Radio / Phone)

5.4 Logistics

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

- a) General transport requirements for all its personnel to and from the premises.
- b) Provision of communication equipment
- c) Assignment Instructions for each post/Guard

5.5 Liability Contract

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

5.5.2 The Service Provider shall be responsible to the Client in the circumstances of any intentional wrongful act committed by the Service Provider's Employees(s).

5.5.3 The Service Provider shall be liable for any loss suffered by the Client caused by negligence of the Service Provider or the Service Provider's employees whilst in action within the course of their employment subject to the SCC.

5.5.4 The Service Provider shall state willingness to take responsibility for such and also to take up a liability insurance cover for the loss.

5.6 Indemnity

5.6.1 The Service Provider shall indemnify and keep indemnified The Client, its servants and agents against loss, of or damage, of property or bodily injury sustained by its servants or agents or any of them by reason of any act omission or neglect of Service Provider its servants or agents whilst performing their duties under this Agreement AND against the dishonesty of its Security Guards whilst performing their duties hereunder AND THIS shall include subject to the SCC.

5.6.2 The Client agrees to indemnify and to hold the Service Provider, its agents and employees not responsible for all claims, proceedings, damages, costs, expenses and losses arising as a result of Client's negligence.

5.7 Claims

5.7.1 Notice of all claims by the County Government Of Bungoma or the Service Provider in respect of any loss, damage or injury, shall be given in writing giving details of such loss, damage or injury of consequential or indirect loss within fifteen (15) days after the discovery of such damage, loss or injury.

5.8 Insurance

5.8.1 The Service Provider shall insure its Security Guards / Officers engaged in the performance of guarding services at County Government of Bungoma against injury sustained by them in the course of carrying out their duties.

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

5.9 Requirements to be met by Guards

- a) Age of the Guards: Aged between **21 and 50 years** old
- b) Education: Form four leavers and above who are able to express themselves in English and Swahili fluently
- c) Vetting: The Service Provider shall have thorough knowledge of guards' background and must provide:
- d) Their Certificates of good conduct before the guards are posted.
- e) Their Certificates

5.10 Training

5.10.1 Guards shall have undergone training in primary security procedures, fire-fighting, and safety, first aid and customer service. Training on anti-terrorism and terrorism awareness Working knowledge of computers and PABX is added advantage.

5.11 Supervision

5.11.1 The guards shall be effectively supervised on a 24-hours basis by site contract manager or a qualified supervisor provided by the Service Provider.

5.11.2 Provision of Supervisors, Site Manager/ Officer in Charge shall be at the bidders cost.

5.12 Incident Reporting

5.12.1 The Service Provider shall have in place adequate systems for reporting any incidents. Incidents occurring in Client's premises shall be reported without delay to the Clients Head of security or his representative.

5.13 Communications

5.13.1 Service Provider shall ensure own communication links (land line telephone, mobile phones, radios etc) to the main control room must be reliable and manned 24 hours. The client would provide necessary internal communication as above necessary.

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

5.14 Notice

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

5.15 Waiver

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

5.16 Sign Plates

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

SECTION VI – DESCRIPTION OF SERVICES

SCOPE OF SERVICES

THE SERVICES TO BE OFFERED BY THE SERVICE PROVIDER SHALL INCLUDE BUT NOT LIMITED TO:

6.1.1 Ensure that all the directives of the County Government of Bungoma affecting the security and safety of their property are carried out.

6.1.2 Any interference to the jurisdiction / perimeter protection of the premises to be identified and reported to the County Government of Bungoma immediately.

6.1.3 Shall deter the commission and omission of crimes by deploying well-trained and alert security guards in County Government of Bungoma premises.

6.1.4 All visitors and customers to County Government of Bungoma premises to be courteously received assisted and directed.

6.1.5 Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.

6.1.6 Attend fire emergency situation/fire prevention, detection and control. 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.

6.1.7 Communicate Security, protection and safety matters on telephone, radio or any other acceptable media to Supervisor and Head of Security.

6.1.8 Conduct and effect security deployment, routine check and patrols

6.1.9 Activate or engage back-up systems in cases of emergencies

6.1.10 Practice knowledge of first aid and evacuation drills on need basis

6.1.11 Use of radios and modern equipment like Close Circuit Televisions (CCTVs), photocopying machines etc

6.1.12 Ability to control industrial disputes/assembly control and riots.

6.1.13 Ability to summon police, fire brigade and ambulances in cases of emergencies.

6.1.14 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.

6.1.15 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.

6.1.16 Record all vehicles visiting to premises and verify gate-passes / Identification Cards issued to visitors and customers

6.1.17 Implement the Service Provider's right to search employees, visitors and customers and their vehicles to ensure that no unauthorized property is taken from the premises without relevant authority or entry of suspicious equipment and materials.

6.1.18 Ensure that before any property is removed authorization is obtained from the relevant authorities.

6.1.19 Maintain a daily occurrence book of all incidents and all security records should be made available to the Head of Security and Safety of County Government of Bungoma or his representative at any time.

6.1.20 Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles.

6.1.21 regulating human traffic in County Government Of Bungoma reception, entry points, lounge and customers' access respective services in an orderly manner without delay.

6.1.22 Guard all County Government of Bungoma premises against terrorism by ensuring thorough access controls, screening and/or searching of personnel and vehicles using available and applicable tools and equipment's e.g. metal detectors, CCTV to detect and deal with suspicious characters.

6.1.23 Prove existence of radio network with central command by producing a valid frequency license.

6.1.24 The successful bidder shall be liable for any loss suffered by **COUNTY GOVERNMENT OF BUNGOMA** as a result of the bidders' negligence.

6.1.25 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 occurs.

6.1.26 verifying the credentials of all users' tools and equipment entering into the premises

6.1.27 Maintenance of effective surveillance with a view of detecting suspicious activities.

6.1.28 Prevent unauthorized movements within County Government of Bungoma premises, access to controlled or restricted areas.

6.1.29 Guarding and conducting security patrols in specified areas.

6.1.30 To have guards who are computer literate at County Government Of Bungoma

6.1.31 Deploy elementary / basis anti-terrorism and customer care skills as as when required

6.1.32 The bidder firm to demonstrate ability to deploy / install own guard monitoring system manual, semi or fully automated.

6.1.33 All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and County Government Of Bungoma shall make periodical and impromptu check/visits.

6.1.34 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 Government of Bungoma Headquarters for final decision.

6.1.35 where the head office is outside Bungoma County, the service provider should open an office within Bungoma County.

Patrolling

6.2.1 Types of Patrol

a) Foot Patrols

b) Mobile/vehicle patrols

c) Surveillance

Areas and Personnel Deployment – LOT 1, 2,3

6.3.1 Current Sites / Premises

6.3.1.1 COUNTY GOVERNMENT OF BUNGOMA Head Office (Bungoma Headquarters Premises)

Methods of Communication.

6.4.1 Use of VHF (2way) Radio Communication (as applicable)

6.4.2 Telephone (where provided)

6.4.3 Whistle (when in danger or emergency)

Methods of Recording Patrols and Incidents

6.5.1 Details of patrols and incidents shall be recorded in a Register (**Occurrence Book - OB**), which shall be maintained at the specified manning areas. At a minimum, each record of patrol or incident shall include the following:

- a) Incident Entry Number (Register / OB No).**
- b) Date and time of occurrence of incident or patrol.**
- c) Nature of occurrence.**
- d) Remarks and observations related to occurrence.**
- e) Signature of security person/guard making the entry**

Incident Reporting Procedure

6.6.1 On observing an incident, one shall immediately activate an alerting process as follows:

- i). Inform supervisor by Radio or Telephone
- ii). Inform his/her other colleagues working with him/her at the point

6.6.2 On receipt of an alert, the supervisor shall:

- i). Deploy reinforcement and alert all Radio holders.

- ii). Report to their Control or Command Centre and Duty Supervisor
- iii). Report to County Government Of Bungoma Corporate Security Office or any security person available.
- iv). Proceed to scene (where necessary), evaluate the situation and re-confirm to Supervisor including requests for County Government Of Bungoma and Police intervention.
- v). Record all details of the incident in the Occurrence Book.
- vi). Make Incident Report to County Government Of Bungoma within one 's working time (before handing over to incoming shift).

Duty Performance Record

6.7.1 The shift supervisor shall take over duties and record the same in the OB.

6.7.2 Visit each manning point at least four times per shift and record in the occurrence registers/OB at manning points (where applicable) as required by County Government Of Bungoma Regulations.

Operational Contact Person

6.8.1 Head of Security and Safety shall be informed or contacted for any information related to day-to-day security operations.

Minimum Requirements for Security Guards

6.9.1 The Service Provider shall ensure all persons presented for security service at the Authority meet the following minimum qualifications, which may be inspected from time to time.

- i). Form four level of Education and above
- ii). Valid Certificate of Police Clearance
- iii). Valid national Identification Document
- iv). Past experience in provision of service to high-end and security conscious clients e.g. Embassies, Banks, airports etc)

v). Guards with security-oriented training highly recommended

6.9.2 The client may ensure Service Providers staff serving in County Government of Bungoma undertake basic in-house training programmes provided by County Government Of Bungoma at a fee (to be paid for by the Service Provider) to enhance the capacity of guards to operate at Premises:

a) General County Government of Bungoma Operations

b) Business Security Awareness

c) Safety Awareness

d) Customer Care

e) Fire and Rescue

f) First Aid techniques

Contract Performance Evaluations

6.10.1 There shall be three types of evaluations, namely:

a) Daily Evaluations; - These shall be done by the Security and Safety Supervisors.

b) Monthly Evaluations; - These shall be done by the Manager Security Services.

c) Annual Evaluation; - These shall be done by the Manager Security Service

SECTION VII – STANDARD FORMS NOTES ON STANDARD FORMS

7.1 Notes on Standard Forms

7.1.1 **Forms of Tender;** The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

7.1.2 **Tender Security Form;** 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 Government of Bungoma fully filled tender securing form pursuant to instructions to tenderers clause 12.3.

7.1.3 **The contract form;** the price schedules and the schedule of requirements shall be deemed to form part of the contract and would be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the County Government of Bungoma in accordance with the instructions to tenderers or general conditions of contract.

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.

7.1.4 **The performance security forms;** should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the County Government of Bungoma and pursuant to the conditions of contract.

7.1.5 **Price Schedule Form;** - The price schedule form must similarly be completed and submitted with the tender.

7.1.6 **Confidential Business Questionnaire Form;** - This form must be completed by the tenderer and submitted with the tender documents.

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 receipt 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 Kenya Shillings _____ (figures) _____ (in words) [total tender amount in words and figures] inclusive of all taxes 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. If our Tender is accepted, we will obtain a performance guarantee/bond in a sum equivalent to one (5%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by County Government of Bungoma.

4. We agree to abide by this Tender for a period of ninety [120] 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20____ [signature]

[In the capacity of] _____

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

PRICE SCHEDULE OF SERVICES

The service provider should indicate the cost that is necessary to meet the requirements of County Government of Bungoma.

The price quotation shall include all applicable taxes for purposes of the price schedule and shall adhere to itemized Description below upon contract execution.

Name of Tenderer; _____

Tender Number; _____

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20__ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called-the County Government of Bungoma) 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 Technical Specifications;

d) The General Conditions of Contract;

e) The Special Conditions of Contract; and

f) Letter of Notification of Award.

g) Letter of Acceptance of Award

3. In consideration of the payments to be made by the County Government of Bungoma to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the County Government of Bungoma provide the Security Guarding Services and to remedy in conformity all respects with the provisions of the Contract.

4. The County Government of Bungoma hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

5. 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.

6. Signed, sealed, delivered by _____ the _____ (for the Public Procurement Regulatory Authority)

7. Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____.

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

BusinessName.....

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.....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....</p> <p>Country of Origin.....</p> <p>Citizenship details.....</p>					
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows;</p> <p>Name Nationality Citizenship details Shares</p> <p>1.</p> <p>2.</p> <p>3.....</p> <p>4.</p>					
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows;</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship</th> <th style="text-align: left;">details</th> <th style="text-align: left;">Shares</th> </tr> </thead> </table>	Name	Nationality	Citizenship	details	Shares
Name	Nationality	Citizenship	details	Shares		

	<p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>
	<p>Conflict of Interest I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:</p> <p>a)</p> <p>b)</p> <p>c)</p> <p>d)</p> <p>For and on behalf of M/s</p> <p>In the capacity of</p> <p>Interest in the Firm: Is there any person / persons in County Government of Bungoma or any other public institution who has interest in the Firm? Yes / No? (Delete as necessary)</p> <p>(Title) (Signature) (Date)</p> <p>Name: Title:</p> <p>Date.....Signature of Candidate.....</p> <p>Company Official Rubber Stamp.....</p>

PERFORMANCE SECURITY FORM

To:

..... [Name of
procuring entity)

WHEREAS.....[name of tenderer] (hereinafter called —the
tenderer!) has undertaken, in pursuance of Contract No. _____[reference number of
the contract] dated _____20____to
supply.....
[Description services](Hereinafter called -the contract)

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

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

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

This guarantee is valid until the ____ day of 20_____

Signature and seal of the Guarantors _____

[name of bank or financial institution]_____

[address] _____

[date] _____

(Amend accordingly if provided by Insurance Company

LETTER OF NOTIFICATION OF AWARD

Address of County Government of Bungoma

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)

COUNTY CHIEF OFFICER

DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION.

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 Procuring Entity) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

1.

etc.

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

1.

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

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Tender Submission]

Tender No.: [insert number of tendering process]

To: [insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender- Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:

(a) our receipt of a copy of your notification of the name of the successful

Tenderer; or

(b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer]

Dated on day of, [Insert date of signing]

Seal or stamp

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Boxbeing a resident of in the Republic of..... do hereby make a statement as follows:-

1. **THAT** I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for.....(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. **THAT** the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. **THAT** what is deponed to hereinabove is true to the best of my knowledge, Information and belief.

.....

(Title) (Signature) (Date)

Bidder Official Stamp.

FORM SD2

SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of do

hereby make a statement as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (Insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(insert name of the Procuring entity) which is the procuring entity.

3. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. **THAT** the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title) (Signature) (Date)

Bidder's Official Stamp