



REPUBLIC OF KENYA

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND
URBAN DEVELOPMENT**

**STATE DEPARTMENT FOR MARITIME AND SHIPPING
AFFAIRS,**

TENDER NO

TENDER NO- MOT&I/SDM&SA/13/2017 – 2018

FOR

PROVISION OF SECURITY SERVICES

CLOSING DATE: 1st SEPTEMBER 2017 AT 10:00AM

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REPUBLIC OF KENYA

STATE DEPARTMENT FOR MARITIME AND SHIPPING AFFAIRS
PROVISION OF SECURITY SERVICES TO NSSF ANNEX 8TH FLOOR OFFICES

TENDER NO: MOT&I /SDMSA/013/2017-2018

The **State Department for Maritime and Shipping Affairs** invites sealed Tenders from eligible candidates for the provision of security Services to Social Security Annex House 8th Floor for a period of 12 months.

Interested eligible Candidates may obtain further information from and inspect the tender documents at **The NSSF ANNEX BUILDING 8TH FLOOR OFFICES** during normal working hours.

A complete set of tender documents may be downloaded by interested candidates free of charge at **www.transport.go.ke OR www.myGov.go.ke** and those who have downloaded the document from the website **must forward their particulars immediately for recording and any further clarifications.**

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

Completed Tender Documents enclosed in plain sealed envelopes, marked with the Tender Number should be addressed to

**The Principal Secretary,
State department for Maritime and Shipping Affairs
PO Box 52692 – 00200,
Nairobi, Kenya**

and be deposited in the tender box provided at the 7th floor Transcom House, along Ngong road Nairobi, so as to be received on or before **FRIDAY 1ST September 2017 at 10.00am**. Bid security of **Kshs. 50,000.00** from a **Reputable Bank** valid for additional 30 days beyond the Tender validity period.

Tenders will be opened immediately thereafter in the presence of the tenderer's OR their representatives who choose to attend the opening at **9th floor of Transom house, Conference Room on FRIDAY 1ST SEPTEMBER 2017 10.00AM**

**HEAD, SUPPLY CHAIN MANAGEMENT.
FOR: PRINCIPAL SECRETARY**

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 procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed One thousand Kenya shillings only (Kshs. 1,000/=)
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and 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
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) 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 documents may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

2.5.2 At any time prior to the deadline for submission of tenders, the Procuring entity for any reason, whether at its own initiative or in response to a clarification requested by the 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix 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 Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding two (2) per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:
 - a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit

- 2.12.4 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
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the 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 Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) Be addressed to the 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 **FRIDAY 1ST SEPTEMBER 2017 at 10.00am**”
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.
- 2.16 Deadline for Submission of Tenders**
- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **FRIDAY 1ST September 2017 at 10.00am**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 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’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers 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 Procuring entity will open all tenders in the presence of tenderer's or their representatives who choose to attend, at **FRIDAY, 1ST SEPTEMBER 2017 at 10.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity 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 procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required 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 Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will 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 2.23 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender offering to perform longer than the procuring entity's required 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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 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 procuring entity

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Procuring entity's Right to Vary quantities

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

2.26 Procuring entity's Right to accept or Reject any or All Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.27 Notification of award

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

2.27.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 Signing of Contract

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

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

2.28.3 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.

2.29 Performance Security

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

2.29.2 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 Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1	Particulars of eligible tenders: Security Firms and agents
2.1.4	The address for clarification of Tender documents is Attention: The Head Supply Chain Management Service State Department For Maritime& Shipping Affairs PO Box 52692 – 00100 Nairobi, Kenya
2.9.1	The price shall be fixed
2.10.1	Particulars of other currencies allowed: Kenya Shillings
2.11	Particulars of eligibility and qualifications documents of evidence required: N/A
	Alternative Tenders to the requirements of the Tender documents will be permitted.- None
2.13.1	The Tender validity period shall be 120 days .
2.14.1	The number of copies of the Tender to be completed and returned in addition to the original shall be: original and 3 copies
2.16.1	Tender shall be submitted to The Principal Secretary, State Department For Maritime and Shipping Affairs, PO Box 52692 – 00200, Nairobi, Kenya The deadline for bid submission is: Date: FRIDAY 1ST SEPTEMBER2017 Time: <i>10.00am local time</i>
	The deadline for Tender submission is Date FRIDAY 1ST SEPTEMBER2017 Time: 10.00am local time BIDDERS TO RESPOND IN THE IFMIS SYSTEM
2.18.1	The Tender opening shall take place at: State Department For Maritime and Shipping Affairs TRANSCOM HOUSE 9TH FLOOR, CONFERENCE ROOM Date: FRIDAY 1ST SEPTEMBER 2017 Time: 10.00am local time.
2.20.1	The Preliminary evaluation shall be mandatory: The evaluation shall adopt YES/ No Approach. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further. Bidders must submit the following documents;

	<ul style="list-style-type: none"> • A copy of certificate of registration / incorporation • A copy of valid tax compliance certificate • PIN Certificate • Be a member of a security organization- Provide evidence • Fill and sign the form of tender (with Bid validity-120 days) • Confidential Business Questionnaire (duly filled and stamped) • Original bid Security from a bank of Ksh. 100,000 from a reputable bank valid for 30 days after the bid validity • Price Schedule form fully filled and signed • Attach a valid compliance certificate from NSSF • Attach a valid compliance certificate from NHIF • Attach workman’s compensation insurance cover • Attach all risks cover and public liability insurances covers 																														
2.21.1	The currency that shall be used for bid evaluation and comparison purposes is: <i>Kenya Shillings</i>																														
2.22.1	<p>Evaluation and Comparison of Tenders (Technical Evaluation) The bidder will be evaluated on the technical submissions and only tenders attaining 70% marks and above in the technical evaluation will proceed to the next stage of the procurement process. The technical proposals will be evaluated using the following criteria format: Scores for specific technical evaluation requirements will be distributed as follows:</p> <table border="1"> <thead> <tr> <th>S/No</th> <th>Criteria</th> <th>Max Scores</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Be in existence for a minimum of Three years. Attach company profile</td> <td>5</td> </tr> <tr> <td>2</td> <td>Submit audited accounts for the last three years – 2 marks per year</td> <td>6</td> </tr> <tr> <td>3</td> <td>Have Three (3) reference letters from Clients indicating value of each contract. – 3 mrks per client</td> <td>15</td> </tr> <tr> <td>4</td> <td>Provide evidence of manpower capacity available.</td> <td>10</td> </tr> <tr> <td>5</td> <td>Provide evidence of patrol vehicles (minimum 3No. registered in own company names). 2vehicles and above 15 marks</td> <td>15</td> </tr> <tr> <td>6</td> <td>Provide evidence of being networked to Kenya Police.</td> <td>4</td> </tr> <tr> <td>7</td> <td>Provide valid Communication Commission of Kenya radio frequency license.</td> <td>3</td> </tr> <tr> <td>8</td> <td>Provide Company profile with CVs of directors and top management. Company Profile – 5 marks CV’s of Directors and top magt – 5 marks</td> <td>10</td> </tr> <tr> <td>9</td> <td>Provide Guarding recruitment policy and training package offered. recruitment policy – 6 marks training package – 6 marks</td> <td>12</td> </tr> </tbody> </table>	S/No	Criteria	Max Scores	1	Be in existence for a minimum of Three years. Attach company profile	5	2	Submit audited accounts for the last three years – 2 marks per year	6	3	Have Three (3) reference letters from Clients indicating value of each contract. – 3 mrks per client	15	4	Provide evidence of manpower capacity available.	10	5	Provide evidence of patrol vehicles (minimum 3No. registered in own company names). 2vehicles and above 15 marks	15	6	Provide evidence of being networked to Kenya Police.	4	7	Provide valid Communication Commission of Kenya radio frequency license.	3	8	Provide Company profile with CVs of directors and top management. Company Profile – 5 marks CV’s of Directors and top magt – 5 marks	10	9	Provide Guarding recruitment policy and training package offered. recruitment policy – 6 marks training package – 6 marks	12
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	1	Submit bank statement for the last 5 months and bank details - 1 mark for each month	5
	1	Certificates of good conduct - Provide copies of certificates of good conduct from the National Police Service - Criminal Investigation Department for at least 5 staff members – 1 marks each	5
		Totals	100
2.24.1	Particulars of post – qualification if applicable: Post- qualification will “ <i>be undertaken</i> ”		
2.29.1	Particulars of performance security if applicable: The amount shall be: 10% of the contract price from a reputable bank		

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

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

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations **under this Contract**.

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: 10% of the contract price from a reputable bank
3.8	Payments will be made on quarterly basis after the services have been rendered
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Arbitration
3.17	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: The Principal Secretary State Department For Maritime and Shipping Affairs Transom House 8 th Floor, Ngong Road P.O.BOX 52692-00200 Nairobi

SECTION V – SCHEDULE OF REQUIREMENTS

The State Department for Maritime and Shipping Affairs (referred to as the Client) and the Successful tenderer (referred to as the Contractor) shall enter into a contract that will stipulate the following terms and conditions.

1. CONTRACT PERIOD

The Contract period shall be twelve (12) months, unless and until determined under the provisions of this Agreement.

2. GUARDS SERVICES

The Contractor shall be expected to provide 24 hours' services at National Social Security annex 8th floor offices (referred to as the Clients premises)

3. CONTRACTOR'S RESPONSIBILITIES

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

- a) The Contractor is responsible for safeguarding and protecting the client's personnel, tenants, properties, materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none client's property located at the client's premises.
 - While patrolling, check all designated gates, doors and windows and if found unlocked or open notify the shift supervisor and close and lock gates, door and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements
- b) They are to ensure that: -
 - All the regulations of the client affecting the security of the property and the property of the Client's tenants are carried out. A copy of the regulations would be given to the winning Contractor together with other contract documents.
 - Any interference to the perimeter protection of the premises is identified as soon as possible and reported to the relevant authorities.
 - Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in client's premises.
 - All visitors and customers to the Client's premises are courteously received, assisted and directed in a manner, which will reflect to the Contractor's credit and client's good image.
- c) They are to detain any person who is committing or with reasonable cause is suspected to be in act of committing a cognizable offence.
- d) They are to prevent the occurrence of fires, explosions and other catastrophes by close observation of buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities. Other responsibilities would be: -

- Detect fire and take the right action.
 - Alert the sectional staff particularly the supervisor of the danger at hand.
 - Clear any obstruction to the firefighting equipment.
 - Ensure fire-fighting appliances e.g. fire pumps are functional.
 - Correctly use the right firefighting equipment to extinguish the fire.
 - Raise the fire alarm to initiate an emergency response
 - Participate in periodic fire drills.
- e) They are expected to pay attention to all water, steam, gas and electrical installation to detect leakage or spillage, breakdown and wastage and to take any immediate action necessary in the interest of safety and security.
- f) They are to ensure the firefighting remain in the designated locations and are not interfered.
- g) Record all vehicles visiting the premises to collect or deliver materials as required and their vehicles to ensure that no Client's property is taken from the premises without relevant authority or entry of suspicious equipment and materials.
- h) Implement the Contractor's right to search of employees, visitors and tenants and their vehicles to ensure that no Client's property is taken from the premises without the relevant authority or entry to suspicious equipment and materials.
- i) Require the production of authorizations on the removal of the Client's property and deal with them in accordance with their practice.
- j) Accept all personal found on the site and maintain a register of lost and found property containing all relevant details such as time, place etc as required.
- k) Record all occurrences of security interest in a daily occurrence/log book for the information of the security staff, management and other persons concerned.
- l) Shall control personnel and vehicles entry to and from various authorized entrances at Client's premises and ensure no unauthorized persons or vehicles gain access to the premises.
- This will include enforcement of badge/pass system to identify and control all Clients' employees, visitors and Contractor's to the guarded premises.
 - Regulate vehicle movement, parking of vehicles and storage of motorcycles and bicycles whilst on client's property.
 - Regulate human traffic in all Client's station offices and ensure that large numbers of customers are accessed to respective service counters in an orderly manner without delay.
- j) Guard client's premises against terrorism: -
- Conduct thorough access controls into the Client's premises, screen/search personnel and vehicles using hand held metal detectors and under search mirrors.
 - Detect, report or deal with suspicious characters, dangerous equipment and materials.
 - Enforce relevant measures on guard against terrorism.

4. **LIABILITY CONTRACT**

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

- The Contractor shall be responsible to the Client in the circumstances of any intentional wrongful act committed by the Contractor's Employees(s).
- The Contractor shall be liable for any loss suffered by the Client caused by negligence of the Contractor or the Contractor's employees whilst in action within the course of their employment.
- The Contractor shall state willingness to take responsibility for such and also to take up a liability insurance cover for the loss. Such insurance cover should be placed with an Insurance Company acceptable to the Client.

Payment:

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

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

5 **INDEMNITY**

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

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

6. **CLAIMS**

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

7. **LOGISTICS**

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

- General Transport requirements for all its personnel to and from the premises and

- Accommodation and control operations office for all personnel and operations

8. **INSURANCE**

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

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

9. **SIGN PLATES**

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

10. **SECURITY SURVEY**

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

Tuesdays and Thursdays during office working hours.

Arrangements for site visits should be made with (the client) who can be reached on Tel No. 020 2722216, Ext: 40413 Transcom house 9th floor, Nairobi.

_____ shall be available to clear issues that tenderers may wish to have clarified about the premises during a meeting to be held on _____ at _____ starting at _____

All tenderers are expected to have visited the site prior to the indicated meeting.

11. **GENERAL**

Age of the Guards

Aged between 21 and 45 years' old

Education

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

Vetting

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

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

12. **UNIFORM**

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

Uniform must be of specified color and should always be clean and in good state of repair to commensurate the State Department for Maritime and Shipping Affairs' image.

13. **SECURITY EQUIPMENT**

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

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

Any security equipment used/provided should be serviceable.

14. **TRAINING**

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

15. **ADEQUATE PERSONNEL**

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

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

16. **SUPERVISION**

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

17. **INCIDENT REPORTING**

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

18. **COMMUNICATIONS**

Contractor should ensure own communication links (land line telephone, mobile phones, radios etc) to the main control room must be reliable and manned 24 hours. The client would provide necessary internal communication connecting security posts where necessary.

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

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

19. **PROVISION OF STANDARD SERVICE**

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

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

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

20. **NOTICE**

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

21. **WAIVER**

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

SECTION VI – DESCRIPTION OF SERVICES

**PROVISION OF SECURITY SERVICES TO SOCIAL SECURITY ANNEX
HOUSE 8TH FLOOR FOR A PERIOD OF 12 MONTHS**

SECTION VI - STANDARD FORMS
FORM OF TENDER

To: _____
Date: _____
Tender No.: _____
Item Description: _____

Sir/Madam,

*Having examined the Tender documents including Addenda Nos. -----], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **provide security services** in conformity with the said Tender documents for the sum ----- / or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.*

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

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

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

The prices quoted must be inclusive of all Government taxes and the charges should be as indicated here below: -

- 1. One Guard per day (12 hours)
Kshs.
(In words)
- 2. One Guard per night (12 hours)
Kshs.
(In words)
- 3. One Guard per day and night (24 hours)
Kshs.
(In words)
- 4. One Guard per month
 - a) Day
Kshs.
(In words)
 - b) Night
Kshs.
(In words)
 - c) Day and Night
Kshs.
(In words)
- 5. Contractors extent of liability cover
Kshs.
(In words)
- 6. Cost of security dog and handler per month
Kshs.
(In words)
- 7. Cost of guards on temporary assignments per hour per guard or chargeable rates
Kshs.
(In words)

9. Rates chargeable for guards working on overtime per guard per hour
 Kshs.
 (In words)
10. Protection/escort would be required from time to time:
- Indicate rate of transporting cash within Nairobi City per trip
 Kshs.
 (In words)
 - Indicate rates of escorting a person(s) per kilometer or per trip within Nairobi City in own transport
 Kshs.
 (In words)
11. Indicate cost of security equipment and contract cost for:
 Metal detector equipment, Car inspection mirror. Bags/parcels scanner, alarm equipment, Intrusion detector, panic buttons, walk through metal detector.
12. List and indicate costs of other security equipment you find necessary to include in the contract.

Signature of tenderer _____

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

No.	Item Description	Units	Qty	Unit cost per Guard (Kshs.)	Monthly Cost (Kshs.)	Cost for 12 Months (Kshs.)	Cost for 24 Months (Kshs.)
1	Provision of security services – Social Security Annex House 8 th Floor	Each	4				

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between..... [State Department For Maritime And Shipping Affairs] of Kenya [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for security services. Viz..... [security services] and has accepted a tender by the tenderer for the provision of security 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) The Procuring Entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the security services in conformity with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of security services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____the _____ (for the tenderer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<i>Part I- General:</i>	
Business Name	
Location of business premises.....	
Plot No. Street/Road.....	
Postal Address.....	Tel. No.....
Nature of business.....	
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time : K£.....	
Name of your bankers.....	Branch

<input type="checkbox"/>	Part 2 (a) – Sole Proprietor																								
	Your name in full..... Age..... Nationality..... Country of origin..... *Citizenship details.....																								
<input type="checkbox"/>	Part 2 (b) Partnership																								
	Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>Name</i></th> <th style="text-align: center;"><i>Nationality</i></th> <th style="text-align: center;"><i>Citizenship Details</i></th> <th style="text-align: center;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>								
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<input type="checkbox"/>	Part 2 (c) – Registered Company:																								
	Private or Public..... State the nominal and issued capital of company- Nominal K£..... Issued K£..... Given details of all directors as follows: - <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>Name</i></th> <th style="text-align: center;"><i>Nationality</i></th> <th style="text-align: center;"><i>Citizenship Details</i></th> <th style="text-align: center;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>1. 1.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>2.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>3.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>4.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>5.</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1. 1.	2.	3.	4.	5.
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5.																						
Date Signature of Candidate.....																									

*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the provision of [name and/or description of the services] (Hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (Hereinafter called “the Bank/Insurance Company”), are bound unto [Name of procuring entity] (Hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are: -

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

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

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

[signature of the authorized representative of the bank/insurance company]
Seal

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS..... [name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____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 Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

**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.....of20...

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of ad
dress: Physical

address..... Fax No.....Tel. No..... Email, hereby request the Public Procurement

Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely: -

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

- 2.
- etc

SIGNED (Applicant) Dated on..... day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

**SIGNED
Board Secretary**