

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF NYAMIRA

FRAMEWORK AGREEMENT

(Two Years Framework Agreement Renewable Annually Upon Satisfactory Performance)

TENDER DOCUMENT

FOR

PROVISION OF SECURITY SERVICES

TENDER NO. CGN /T012/ 2017 – 2019

COUNTY GOVERNMENT OF NYAMIRA

Email: tenders@nyamira.go.ke

www.nyamira.go.ke

P.O BOX 434 – 40500, NYAMIRA

TENDER INVITATION DATE:	THURSDAY 19TH APRIL, 2018
TENDER CLOSING DATE:	THURSDAY 3RD MAY, 2018
TENDER CLOSING TIME:	10:00 AM LOCAL TIME

SECTION I INVITATION TO TENDER

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REPUBLIC OF KENYA



COUNTY GOVERNMENT OF NYAMIRA TENDER NOTICE

The County Government of Nyamira invites sealed tenders from eligible bidders with relevant experience for the proposed works, goods and Services as indicated below:-

Tender No.	Tender Description	Eligibility Category	Site Visit Date	Security Bid Amount Kshs.
CGN/T005/2017-2018	Proposed Construction and Completion of Pre-Fabricated Office Blocks	Open	24 th April 2018, starting from the Department of Transport, Roads & Public Works offices from 10:00 am	700,000
CGN/T006/2017-2018	Proposed Construction and Completion of Inpatient Wards With Operating Theater Block at Magwagwa Health Centre.	Open	24 th April 2018, starting from the Department of Health Services from 10:00 am	1,300,000
CGN/T007/2017-2018	Proposed Construction and Completion of Inpatient Wards Block at Manga Sub-County Hospital	Open	24 th April 2018, starting from the Department of Health Services from 10:00 am	700,000
CGN/T008/2017-2018	Proposed Construction and Completion of Inpatient Wards Block at Gesima Sub-County Hospital	Open	24 th April 2018, starting from the Department of Health Services from 10:00 am	700,000
CGN/T009/2017-2018	Proposed Construction and Completion of Inpatient Wards Block at Nyamusi Sub-County Hospital	Open	24 th April 2018, starting from the Department of Health Services from 10:00 am	700,000
CGN/T010/2017-2018	Supply, Delivery, Installation and Commissioning of a Standby Generator Set at Nyamira County Referral Hospital	Open	24 th April 2018, starting from the Department of Health Services from 10:00 am	150,000
CGN/T011/2017-2018	Proposed Construction and Completion of Nyamira County Headquarters	Open	24 th April 2018, starting from the Department of Lands, Housing and Urban Development from 10:00 am	7,660,000
CGN/T012/2017-2019	Provision of Security Services to Nine (9) Number Hospitals within Nyamira County	Open	24 th April 2018, starting from the Department of Health Services from 10:00 am	N/A

A complete set of tender documents may be inspected and downloaded by interested bidders from the County Government of Nyamira website www.nyamira.go.ke free of charge.

Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender reference number and be deposited in the Tender Box at Ground floor, County Government of Nyamira Headquarters addressed to:-

**The County Secretary,
County Government of Nyamira
P.O BOX 434 – 40500, NYAMIRA**

so as to be received **on or before Thursday 3rd May, 2018 at 10.00 a.m East African time.**

There shall be mandatory site visit on **24th April 2018** as indicated above. Contractors will be solely responsible for all expenses incurred to and from the site of visit.

Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **the Governor's Boardroom, 1st Floor, County Government of Nyamira Headquarters, on Thursday 3rd May at 10.00 a.m East African time.** All interested bidders must paginate their tender documents including accompanying attachments.

Bidders are advised to visit the County Government of Nyamira website www.nyamira.go.ke from time to time before deadline for submission of tender documents for issuance of addendum/s and any relevant communication about the tenders as and when it may be deemed necessary.

**DIRECTOR SUPPLY CHAIN MANAGEMENT
COUNTY GOVERNMENT OF NYAMIRA**

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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 relatives (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

- 2.2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2. No price will to be charged for the tender document
- 2.2.3. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 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) Performance security 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 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

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing 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 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 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 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 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 guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.5 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
- 2.12.6 Unsuccessful tenderers 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.
- 2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring Entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.26.
- or**
- (ii) To furnish performance security in accordance with paragraph 2.27.
 - (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. Each Tender document shall be paginated and the principal Tender document shall remain intact.
- 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 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 Thursday 3rd May 2018 at 10.00 a.m Local time.**
- 2.15.2 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”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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 in the appendix to instructions to tenderers no later than **Thursday 3rd May 2018 at 10.00 a.m Local time.**
- 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 5, 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, post marked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers 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 tenderers’ representatives who choose to attend, on **Thursday 3rd May 2018 at 10.00 a.m Local time** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to 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.

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 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to 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 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on 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

- 2.24.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderers, at least 7 in number based on framework contracting, whose tender have been determined to be substantially responsive and has been determined to be the lowest evaluated tenders, provided further that the tenderers are determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderers in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 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.
- 2.27.2 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 Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers						
2.1	Particulars of eligible tenderers: Firms Offering Security Services Registered in Kenya						
2.2.2	Price to be charged for tender documents. Free of Charge for those who download the document from the County Government of Nyamira website www.nyamira.go.ke						
2.10	Particulars of other currencies allowed. None						
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements on 2.22 below						
2.12.1	Particulars of tender security if applicable. Not Applicable						
2.12.4	Form of Tender Security: The tender Security shall be in form of a Guarantee from a reputable Bank or an Insurance Company approved by						
2.13	Validity of Tenders 120 days after date of Tender Opening.						
2.14.1	Copies of Tender Documents to be Submitted: An original and one (1) copy						
2.16.1	Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at The County Government of Nyamira’s Offices, 1st floor, County Government of Nyamira Headquarters or be addressed to: County Secretary, County Government of Nyamira, P. O. Box 434- - 40500, NYAMIRA						
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Unit.						
2.22	<p>Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.</p> <p><u>STAGE ONE: MANDATORY REQUIREMENTS (MR)</u></p> <p>THE FOLLOWING REQUIREMENTS MUST BE MET IN TOTALITY BY THE TENDERER:-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 70%;">REQUIREMENTS</th> <th style="width: 20%;">RESPONSIVE OR NOT RESPONSIVE</th> </tr> </thead> <tbody> <tr> <td>MR1</td> <td>MUST SUBMIT A COPY OF CERTIFICATE OF INCORPORATION CERTIFIED BY THE COMMISSIONER OF OATHS</td> <td></td> </tr> </tbody> </table>	NO.	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE	MR1	MUST SUBMIT A COPY OF CERTIFICATE OF INCORPORATION CERTIFIED BY THE COMMISSIONER OF OATHS	
NO.	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE					
MR1	MUST SUBMIT A COPY OF CERTIFICATE OF INCORPORATION CERTIFIED BY THE COMMISSIONER OF OATHS						

Instructions to tenderers	Particulars of appendix to instructions to tenderers																																											
	MR2	PAGINATE USING MARKER PEN OR ANY INDELLIBLE INK, EVERY PAGE OF YOUR TENDER DOCUMENT INCLUDING FORM OF TENDER AND ALL THE ATTACHMENTS																																										
	MR3	SUBMIT VALID BUSINESS PERMIT FROM ANY COUNTY GOVERNMENT IN KENYA. THE BUSINESS PERMIT MUST BE CERTIFIED OR NOTARIZED BY THE COMMISSIONER OF OATHS AS TRUE COPY OF THE ORIGINAL.																																										
	MR4	SUBMIT A COPY OF VALID TAX COMPLIANCE CERTIFICATE. CERTIFICATE MUST BE CERTIFIED BY THE COMMISSIONER OF OATHS AS TRUE COPY OF THE ORIGINAL.																																										
	MR5	MUST FILL THE FORM OF TENDER, SIGN, AND DATE & STAMP IT ACCORDINGLY.																																										
	MR6	MUST SUBMIT A DULLY FILLED UP CONFIDENTIAL BUSINESS QUESTIONNAIRE IN FORMAT PROVIDED																																										
	MR7	MUST SUBMIT A DULLY SIGNED AND STAMPED SITE VISIT CERTIFICATE FOR PROVISION OF SECURITY SERVICES																																										
	MR8	MUST SUBMIT COPY CR12 AND IDENTITY CARDS (IDS) OR COPY OF PASSPORT/S FOR EVERY DIRECTOR APPEARING ON CR12.ENSURE THAT CR12, AND ALL IDS OR PASSPORTS ARE CERTIFIED BY THE COMMISSIONER OF OATHS AS TRUE COPY OF THE ORIGINAL EXCEPT FOR BUSINESS NAMES.																																										
	MR9	FURNISH A DULY SIGNED, DATED AND STAMPED DECLARATION <u>IN FORMAT PROVIDED</u> THAT AS THE BIDDER, YOU HAVE NOT BEEN DEBARRED FROM PARTICIPATING IN PROCUREMENT PROCEEDINGS																																										
	MR10	FURNISH A DULY SIGNED, DATED AND STAMPED DECLARATION <u>IN FORMAT PROVIDED</u> THAT AS THE BIDDER, YOU HAVE NOT BEEN CONVICTED OF CORRUPT OR FRAUDULENT PRACTICES; AND THAT YOU ARE NOT GUILTY OF ANY SERIOUS VIOLATION OF FAIR EMPLOYMENT LAWS AND PRACTICES.																																										
	<p>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</p>																																											
	<p><u>STAGE 2: TECHNICAL EVALUATION</u></p> <p>This section (Technical Evaluation) will carry a total of 100% of the whole evaluation and will be divided into two as below:-</p> <table border="1" data-bbox="342 1220 1419 2464"> <thead> <tr> <th data-bbox="342 1220 451 1287">No.</th> <th data-bbox="451 1220 748 1287">Evaluation Attribute</th> <th data-bbox="748 1220 1130 1287">Weighting Score</th> <th data-bbox="1130 1220 1276 1287">Max. 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Instructions to tenderers	Particulars of appendix to instructions to tenderers				
	T.S. 8	Demonstrate ownership of response vehicles and motorcycles	Indicate numbers and copies of logbooks	10%	
	T.S. 9	Professional indemnity cover	Submit a copy of policy documents for valid work injury benefit or group personal accident policy or employers liability policy for employee insurance	5%	
	T.S. 10	Demonstrate the training programs	Attach latest training manual and support documents showing that such training have been taking place	5%	
	T.S. 11	Membership	Must Submit A Copy of Trade Associations – Attach a Copy of Membership of The Kenya Security Industry Association (KSIA), and or The Private Security Industry Association (PSIA)	5%	
	T.S.12	Vaccination history for dogs	Submit a copy of vaccination history for dogs in the last two years. Submit documentary evidence	5%	
	<p>Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.</p> <p><u>STAGE THREE: FINANCIAL EVALUATION</u></p> <p>For financial submissions bids that satisfy the above requirements shall be compared on the basis of unit prices quoted and the lowest priced will be considered lowest evaluated and subsequently recommended for award. Prevailing market prices will be used to determine the responsiveness.</p>				
2.24	Particulars of post – qualification if applicable. The County Government of Nyamira may inspect/visit the premises and confirm details (physical existence and capacity)				
2.27	Particulars of performance security if applicable. None				
Other's as necessary	Complete as necessary. None				

SECTION III - GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS	Page
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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

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

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

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

3.2 Termination for Default

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

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

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

3.11 Termination of insolvency

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.

3.2 Termination for convenience

3.12.1 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.

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

3.13 Resolution of disputes

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

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 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
3.5	Specify performance security if applicable: None
3.6	This is a two year contract
3.7	Specify method Payments. Payments shall be done on quarterly basis after the services have been rendered.
3.8	Specify price adjustments allowed. Index mechanism to adjust prices will be based on relevant public information. (CPI, inflation, exchange rate and prevailing market prices)
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: The County Government of Nyamira P. O. Box 434-40500, Nyamira
Other's as necessary	Complete as necessary

SECTION V

1. SCHEDULE OF REQUIREMENTS / DESCRIPTION OF SERVICES

Particulars

The County Government of Nyamira has a need for provision of Security Services from time to time.

Table 1: General Service specifications

The following requirements shall form part of the expected deliverables of the contract for provision of security services.

- a) Guards should be well disciplined with high standards of education and training (attach CVs of all proposed cards)
- b) Guards should be dressed daily in clean and well turn out uniforms
- c) Must be impeccable in character, honest and show high standards of integrity
- d) Must be able to communicate and express themselves clearly in the National languages (English and Kishwahili)
- e) The service shall be expected to be fully supervised and managed on 24 hour basis throughout the term of contract
- f) Guards shall be expected to maintain occurrence books (OBS) vehicle movement registers and other operating instructions set by MOH
- g) Guards shall be expected to know how to use access control gadgets and other equipment that go hand in hand with security control
- h) All guards' supervisors and managers shall be expected to adhere and observe all security operating instructions that shall be given to them from time to time
- i) All guards shall be expected to have ability to use their initiatives whenever they shall be confronted with a security issue without jeopardizing on overall security arrangements
- j) Guards are prohibited from sleeping, smoking, lighting of borne fires, taking alcohol or charting during working hours
- k) Guards are expected to be time conscious

SECTION V – SCHEDULE OF REQUIREMENTS

S/No:	Station/Location	Unit	Number of Guards Required	Requirement Schedules
1.	Nyamira Referral Hospital	No:	Minimum 10, Maximum 15	Per day
2.	Manga Hospital	No:	Minimum 5, Maximum 8	Per day
3.	Ekerenyo Hospital	No:	Minimum 5, Maximum 8	Per day
4.	Kijauri Hospital	No:	Minimum 5, Maximum 8	Per day
5.	Keroka Hospital	No:	Minimum 6, Maximum 10	Per day
6.	Esani Hospital	No:	Minimum 5, Maximum 8	Per day
7.	Nyamusi Hospital	No:	Minimum 5, Maximum 8	Per day
8.	Gesima Hospital	No:	Minimum 5, Maximum 8	Per day
9.	Nyangena Hospital	No:	Minimum 5, Maximum 8	Per day

PRICE SCHEDULE OF SERVICES

S/no	Station/Location	Unit	Required Number of Guards per Month		Cost Kshs Per guard per Month
			Minimum	Maximum	
1	Nyamira Referral Hospital	No:	10	15	
2	Manga Hospital	No:	5	8	
3	Ekerenyo Hospital	No:	5	8	
4	Kijauri Hospital	No:	5	8	
5	Keroka Hospital	No:	6	10	
6	Esani Hospital	No:	5	8	
7	Nyamusi Hospital	No:	5	8	
8	Gesima Hospital	No:	5	8	
9	Nyangena Hospital	No:	5	8	

NOTE 1:

- a) Bidders should quote per guard per hospital for all services specified.
- b) Amount quoted should be inclusive of all government taxes
- c)

Signature of Bidder _____ Stamp of Bidder.....

Date.....

SECTION VII - STANDARD FORMS

Notes on the standard Forms

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

CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for *Provision of Security Services*] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

in the presence of _____.

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

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

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,.....Street/Road.....</p> <p>Postal addressTel No.</p> <p>FaxE-MAIL:</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers.....</p> <p>Branch</p>
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	Part 2 (a) – Sole Proprietor																									
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																									
	Part 2 (b) – Partnership																									
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																						
2.																						
3.																						
4.																						
	Part 2 (c) – Registered Company																									
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																						
2.																						
3.																						
4.																						
	Date.....Signature of Candidate.....																									

4.5. FORMAT OF TENDER SECURITY INSTRUMENT

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

6. 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)

SELF-DECLARATION FORMS

1. ANTI-CORRUPTION DECLARATION

We (insert the name of the company / supplier)

.....
Declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of the county government of nyamira.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that the county government of nyamira may have.

NameSignature.....Date

Company Seal / Business Stamp

2. ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company / supplier)

.....
Declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

3. NON - DEBARMENT DECLARATION

We (insert the name of the company / supplier

.....
Declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp