



**COUNTY ASSEMBLY OF BUSIA
OFFICE OF THE CLERK OF THE COUNTY ASSEMBLY
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**TENDER FOR
PROVISION OF SECURITY GUARDING SERVICES**

YEAR 2019/2020

**TENDER NO.BSA/CA/04/2019/2020
NEGOTIATION NUMBER: 774691**

Tender Submission Deadline: Tuesday 03rd March 2020 at 10.00Am

**COUNTY ASSEMBLY OF BUSIA
P.O, BOX 1018
BUSIA
www.busiaassembly.go.ke**

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SECTION I INVITATION TO TENDER

DATE: 18TH TUESDAY FERUARY 2020

TENDER REF NO: BSA/CA/04/2019/2020

TENDER NAME: PROVISION OF SECURITY GUARDING SERVICES

- 1.1 The **County Assembly of Busia Service Board** invites sealed bids from eligible candidates for provision of Security Guarding Services.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at procurement department, County Assembly of Busia, Busia off-Kisumu-Kampala road during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs1000 shillings in cash payable to cash office County Assembly of Busia. Alternatively, interested and eligible tenderers may download the tender document(s) **FREE OF CHARGE** from County Government website www.busiacounty.go.ke or the **National Treasury's IFMIS PORTAL: www.supplier.treasury.go.ke**. Bidders who download the documents are required to forward their particulars to the Procurement Office for records and for the purposes of receiving any further tender clarifications and/or addendums where applicable
- 1.4 Completed and duly filled tender documents **MUST** be submitted **ONLINE** on the **IFMIS SUPPLIER PORTAL** and after a successful **ONLINE SUBMISSION** a hard copy of the same is to be enclosed in plain sealed envelope marked with tender reference number and addressed to:

The Clerk
County Assembly of Busia
P.O. Box 1018, Busia (K)

And submitted or dropped at the tender box located next to the Customer Care Desk [County Assembly of Busia Offices] on or before **Tuesday 03rd March 2020**. Tender closes at **10:00 a.m.**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (60) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **the County Assembly Premises**

FOR
ACCOUNTING OFFICER

SECTION II

INSTRUCTIONS TO TENDERERS

2.1. ELIGIBLE TENDERERS

- 2.1.1 This invitation for Tenders is open to all tenderers eligible as described in the appendix to instruction to tenderers. Successful tenderers shall complete the provision of services by the intended completion date specified in the tender documents.
- 2.1.2 Tenderers shall provide the qualification 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 County Assembly of Busia to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the same services under this invitation for tenders.
- 2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2. COST OF TENDERING

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of the tender, and the County Assembly of Busia will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3. CONTENTS

- 2.3.1 The tender document comprises of the documents listed below and addenda that maybe issued in accordance with clause 6 of these instructions to tenders.
- i. Invitation for tenders.
 - ii. General information.
 - iii. General condition of contract.
 - iv. Tender form and schedule of requirements.
 - v. Contract Form
 - vi. Tender questionnaire.
 - vii. Confidential questionnaire
- 2.3.2 **The tenderer is expected to examine all instructions, forms, terms, conditions 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 tenderer's risk and may result in the rejection of his tender.**

2.4. CLARIFICATION OF DOCUMENTS.

- 2.4.1 A prospective tenderer requiring any clarification of the tender document may not if the company in writing or by cable (herein after, the term “cable” is deemed to include, E-mail or facsimile) at the company’s address indicated in the invitation for tenders. County Assembly of Busia will respond in writing to any request for clarification of the tender documents, which it receives not later than Seven (7) days prior to deadline for the submission of tenders prescribed by the company. Written copies of the company’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5. AMENDMENT OF DOCUMENTS

- 2.5.1 At any time prior to the deadline for submission of tenders, County Assembly of Busia for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by amendment.
- 2.5.2 All prospective tenderers that have received the tender document will be notified of the amendment in writing or by email and will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into accounting preparing their tenders, the company at its discretionary extends 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 company, shall be written in English language, provided that 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

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- a) A tender for and price schedule completed in accordance with clause 2.8 of these instructions to tenderers.
 - b) Documentary evidence established in accordance with paragraph 2.11 that the tenderer is eligible to tender an disqualified to perform the contract if its tender is accepted.
 - c) Tender security furnished in accordance with paragraph 2.13.

2.8. TENDER FORM

2.8.1 The tenderer shall complete the Tender form and the appropriate price schedule furnished in the tender documents, indicating the services to be provided.

2.9. TENDER VALUE

- 2.9.1 The tenderer shall indicate on the appropriate price schedule the cost per day and Night guard and total tender value of the services he proposes to provide under the contract.
- 2.9.2 Prices quoted by the tenderer shall be fixed during the Tender period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 21.

2.10. TENDER CURRENCIES

- 2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. TENDERER'S ELIGIBILITY AND QUALIFICATIONS

- 2.11.1 Pursuant to paragraph 1 of section 3, the tenderer shall furnish, as part of his tender, documents establishing eligibility to tender and his qualifications to perform the contract if his tender is accepted.
- 2.11.2 The documentary evidence of the tenderers eligibility to tender shall establish to the company's satisfaction that the tenderer at the time of submission of his tender, he is eligible as per requirements stated under paragraph 1 of section 2.
- 2.11.3 The documentary evidence of the tenderer's qualifications to perform the contract if his tender is accepted shall establish to the company's satisfaction. That the tenderer has the financial and professional capability necessary to perform the contract.

2.12. SERVICES ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS

- 2.12.1 Pursuant to paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to provide under the contract.
- 2.12.2 The documentary evidence of the eligibility of the services shall consist of as statement in the price schedule of the underwriter which shall be confirmed by a quotation from the under writer.
- 2.12.3 The documentary evidence of conformity of the services to the tender documents maybe in the form of literature and shall consist of:
- a) A detailed description of the essential services.
 - b) A clause-by-clause commentary on the company's experience and references.

2.13. TENDER SECURITY

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

- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the 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 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
- 2.12.4 Unsuccessful tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.5 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.6 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 90 days or as specified in the tender documents after date of tender opening prescribed by the company pursuant to paragraph 2.17. A tender valid for a shorter period shall be rejected by the company as non-responsive.
- 2.13.2 In exceptional circumstances, the company 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 13 shall also be suitably extended. A tenderer may refuse the request without forfeiting his tender security. A tender granting the request will be required nor permitted to modify his tender.

2.14. FORMAT AND SIGNING OF TENDER

- 2.14.1 The Tenderer shall prepare two copies of 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 tender to the contract. **The authorization shall be indicated by written power-of-attorney.** 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. SUBMISSION OF TENDERS

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY”** The envelopes shall then be sealed in **an outer envelope.**
- 2.15.2 The inner and outer envelopes shall:-

Be addressed to the company at the following address.

The Clerk,
County Assembly of Busia,
P.O. Box 1018,
BUSIA

and clearly marked **TENDER FOR PROVISION OF SECURITY GUARDING SERVICES. “DO NOT OPEN BEFORE, Tuesday 03rd March 2020 at 10.00 A.M.**

- 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 2.16.2 the company 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 company at the address specified under paragraph 2.15.2 not later than, **Tuesday 03rd March 2020 at 10.00 a.m.** (the time and date specified).

- 2.16.2 The company may at its discretion, extend this deadline for the submission of tenders by amending as per paragraph 5, in which case all rights and obligations of the company and candidates previously subject to the deadline will thereafter be subject to the deadline as extended

2.18. MODIFICATION AND WITHDRAWAL OF TENDERS

- 2.18.1 The tenderer may modify or withdraw the tender after the tender submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the company prior to the deadline prescribed for submission of tenders.

- 2.18.2 The tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision of paragraph 17.

A withdrawal notice may also be sent by cable, but followed by assigned confirmation copy, post marked not later than the deadline for submission of tenders.

- 2.18.3 No tender may be modified after the deadline for submission of tenders.

- 2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period often under validity specified by the tenderer on the tender form. Withdrawal of a tender during this interval may result in the tenderers for feature of its tender security, pursuant to paragraph 13.7.

2.19. OPENING OF TENDERS

- 2.19.1 The company will open all tenders in the presence of tenderers representatives who choose to attend at **10.00 a.m. on Tuesday 03rd March 2020** (the time, on the date) and in the following location: -

The Clerk,
County Assembly of Busia,
P.O. Box 1018,
BUSIA

The tenderer's representatives who are present shall sign a register evidencing their attendance.

- 2.19.2 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 company at its discretion may consider appropriate, will be announced at the opening.

2.19.3 The company will prepare minutes of the tender opening.

2.20. CLARIFICATION OF TENDERS

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

2.20.2 Any effort by the tenderer to influence the company in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.21. PRELIMINARY EXAMINATION AND RESPONSIVENESS

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

2.21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit 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, his 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.

2.21.3 The company may waive minor in formal it yarn on-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking or any tenderer.

2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the company 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 company's determination of a tenderer's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.21.5 If a tender is not substantially responsive, **it will be rejected by the company and may not subsequently be made responsive by the tenderer by correction of the non-conformity.**

2.22. EVALUATION AND COMPARISON OF TENDERS

2.22.1 The Company will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21.

2.22.2 The Company's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors in the manner and to the extent indicated in the requirement schedule:

- a) Operational work plan proposed in the tender document
- b) Deviations in payment schedule from that specified in the special conditions of contract.

2.22.3 Pursuant to the paragraph 2.22.2 the following evaluation methods will be applied:

(a) Service Period

The company requires that the services under the invitation for tenders shall be provided during the period specified.

(b) Deviation in payment schedule

Tenderers shall state their price and the payment of 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 company may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation Committee shall evaluate tenders within 15daysfrom the date of tender opening

2.23. CONTACTING THE COMPANY

2.23.1 Subject to paragraph 2.20, **no tenderer shall contact the company on any matter relating to his 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 company in its decision on the tender evaluation, Tender comparison or contract award may result in the rejection of the tenderers" tender.

2.24. POST-QUALIFICATION

2.24.1 In the absence of pre-qualification, the company will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluate responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.3 as well as such other information as the company deems necessary and appropriate.

2.24.3 An affirmative determination will be a pre-requisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderers' tender in which event the company will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

2.25. AWARD CRITERIA

2.25.1 Subject to paragraph 2.9, 2.22, and 2.27 the company will award the contract to the successful tenderer(s) 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.**

2.26. COMPANY'S RIGHT TO VARY TENDER REQUIREMENT OR REJECT ANY TENDER.

2.26.1 The company 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 company's action.

2.27. NOTIFICATION OF AWARD

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

2.27.2 The notification of award will constitute the formation of the contract.

2.27.3 Upon the successful tenderers furnishing of the performance security pursuant to paragraph 2.29, the company will promptly notify each unsuccessful tenderer and will discharge his tender security, pursuant to paragraph 2.13.

2.28. SIGNING OF CONTRACT

2.28.1 At the same time as the company notifies the successful tenderer that his tender has been accepted, the company will send the tenderer the contract form provided in the tender documents, incorporating all agreement between the parties.

2.28.2 After fourteen (14) days of receipt of the award notification, the successful tenderer shall sign and date the contract and return it to the company.

2.29. PERFORMANCE SECURITY

2.29.1 Within seven (7) days of the receipt of notification of award from the company, 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 company.

29.1 Failure of the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the company may make the award to the next lowest evaluated candidate or call for new tenders.

2.30. CORRUPT FRAUDULENT PRACTICES

2.30.1 The company requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts in pursuance of this policy, the company.

a) Defines the purpose of this provision, the terms set forth below as follows:

i. **“Corrupt Practice”** means the offering giving, receiving or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution and

ii. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the company and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the company of the benefits of free and open competition.

b) 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.

c) Will declare a firm ineligible, either indefinitely or for a stated period of time to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing contract.

2.30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Appendix to instructions to Tenderers

The following information shall complement/ supplement the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1	Eligible tenderers: All eligible security service providers
2.2.1	Price to be charged for the Tender Documents: Kshs. 1,000.00,
2.14.1	Tender Validity: Tenders shall remain valid for 90 days from the date of Tender Opening.
2.15.2	No of copies of Tender Documents to be submitted:- An original and one Copy
2.16.2	Bulky tender documents which do not fit the Tender Box shall be delivered To Procurement Office.
2.21	<p>Tenderers are required to submit copies of the following Mandatory Documents which shall be used to determine Responsiveness at the Preliminary examination stage.</p> <ul style="list-style-type: none"> i. Copy of Valid Certificate of incorporation/Business Registration Certificate ii. Valid Tax Compliance Certificate iii. Tender Form duly completed Signed and Stamped by the Tenderer in the format provided.

	<ul style="list-style-type: none"> iv. The CVs of four(4) key professional staff named under the staff Qualifications and experience. v. Proof of certificate of good conduct for the Director(s) from the CID. vi. Must have compliance certificate from NSSF and NHIF or evidence of registration vii. Provide evidence of manpower capacity of not less than 30guards viii. Provide evidence of at least 1 patrol vehicle registered in own company name.<i>(Attach copies of log books)</i> ix. A Declaration that the company shall comply with minimum wage regulations. <p><i>Failure to submit any of the required documents or information will lead to disqualification</i></p> <p><i>At this stage, the Tenderer's submission shall either be Responsive or Non-responsive. The Non-Responsive Submissions will be eliminated from the entire evaluation Process and will not be considered further.</i></p>
2.22	<p>EVALUATION AND COMPARISON OF TENDERS</p> <p>The following evaluation criteria shall be applied:-</p> <p>PHASE 1 PRELIMINARY EXAMINATION</p> <p>All the received tenders shall be examined for completeness and compliance To the stated tender requirement. At this stage, the tenderers submission shall either be responsive or non-responsive. The non-responsive submissions will not be considered further.</p> <p>PHASE 2 TECHNICAL EVALUATION</p> <p>Technical evaluation shall be carried out as described in this paragraph not withstanding any other requirement in the tender document.</p>

The technical evaluation will be undertaken as stipulated in **SECTION VII -TECHNICAL EVALUATION RESPONSE FORM.**

THE TECHNICAL PROPOSALS WILL BE MARKED OUT OF 100 AND THE MINIMUM TECHNICAL SCORE REQUIRED TO PROCEED TO FINANCIAL EVALUATION IS 70 %. TENDERERS WHO FAIL TO ACHIEVE THE MINIMUM TECHNICAL SCORE WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.

PHASE 3: FINANCIAL EVALUATION

The financial evaluation criteria shall be as follows:

- Confirmation of price schedule duly completed and signed
- Checking that the tenderer has quoted prices based on all costs including taxes and duties
- conducting financial comparison and correcting arithmetical errors if any
- Considering the cost of any deviations from the tender requirements
- Considering information submitted in the confidential business questionnaire
- The tenderer's offered terms of payment

The formula for determining the financial scores shall be as follows:

$$SF = FM/F \times 100$$

Where SF is the financial score;
FM is the lowest priced financial proposal and
F is the price of the proposal under consideration.

PHASE 4 SELECTING THE LOWEST BID

The Company recognizes that the most suitable Security service provider is the one that best understands the Security industry and the requirements of the client as represented in the quality of the technical proposal. Therefore the weight allocated to the technical vis-à-vis the price is 70:30. The lowest evaluated bid shall be selected on the basis of those weights by combining the processed technical and financial scores as follows:-

Step 1

Calculate the weighted technical scores of each bidder as follows:-

Scores achieved by a particular bidder multiplied by the technical

	<p>weighting(0.7)</p> <p>Step2 Calculate the weighted financial scores of each bidder as follows:-</p> <p>Lowest quoted price divided by price quoted by particular bidder multiplied by100andmultipliedbythe financial weighting(0.3)</p> <p>Step3</p> <p>Add the weighted technical and financial scores for each bidder and obtain the sum.</p> <p>Step4</p> <p>Rank the bidders and select the bidder with the highest points as the lowest evaluated bidder.</p> <p>Step5</p> <p>Make recommendations in accordance with the findings of step 4</p>
2.25	<p>Award criteria:</p> <p>Recommendation of the Lowest Evaluated Bidder</p> <p>The lowest evaluated bid shall be the one that obtains the highest combined technical and financial scores</p>

SECTION III

GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS

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

- a) **“The contract”** means the agreement entered into between the company 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.
- a) **“The Services”** means Security Guarding services to be provided by the tenderer
- c) **“The Company”** means County Assembly of Busia, the buyer of the services under this contract.
- d) **“The Tenderer”** means the individual or firm supplying the services under the contract to the company.

3.2 APPLICATION

3.2.1 These general conditions shall apply in all contracts made by the company for the procurement of the provision of Security Guarding Services.

3.3 USE OF CONTRACT DOCUMENTS AND INFORMATION

3.3.1 The candidate shall not, without the company's prior written consent, disclose the contract or provision thereof, or any specifications plan, drawing pattern, sample or information furnished by or on behalf of the company in connection therein to any person other than a person employed by the tenderer in the performance of the contract.

3.3.2 The tenderer shall not without the company's prior written consent, make use of any document or information enumerated in paragraph 3.3.1 above.

3.3.3 Any document other than the contract itself, enumerated in paragraph 3.3.1 shall remain the property of the company on completion of the Tenderer's performance under the contract if so required by the company.

3.4 PERFORMANCE SECURITY

3.4.1 Within seven (7) days of receipt of the notification of contract award, the successful tenderer shall furnish to the company the performance security in the amount specified in special conditions of contract.

3.4.2 The proceeds of the performance security shall be payable to the company as compensation for any loss resulting from the tenderers failure to complete its obligations under the contract.

3.4.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the company and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the company, in the form provided in the tender documents.

3.4.4 The performance security will be discharged by the company and returned to the candidate not later than thirty (30) days following the date of completion on the tenderers performance obligations under the contract, including any warranty obligation, under the contract.

3.5 PAYMENT

3.5.1 The method and conditions of payment to be made to the tenderer under this contract shall be specified in special conditions of contract.

3.5.2 Payments shall be made promptly by the company as specified in the contract.

3.6 PRICES

3.6.1 Prices charged by the tenderer for goods delivery and services performed under the contract shall not, with the exception of any price adjustments authorized in special conditions of contract, vary from the prices by the tenderer in his tender.

3.7 ASSIGNMENT

3.7.1 The tenderer shall not assign its obligations to perform under this contract

3.9 TERMINATION FOR DEFAULT

3.9.1 The company 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 perform deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the company.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the company has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

3.10 LIQUIDATED DAMAGES

3.10.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the company shall without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed good up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.11 RESOLUTION OF DISPUTES

3.11.1 The company and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

3.11.2 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 adjudication in an agreed national or international forum and/or international arbitration.

3.12 LANGUAGE AND LAW

3.12.1 The language of the contract and law governing the contract shall be English language and the laws of Kenya respectively unless otherwise stated.

3.13 FORCE MAJEURE

3.13.1 The tenderer 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.

General Conditions of Contract Reference	Special Conditions of Contract
3.4.1	Specify performance security if applicable– N/A
3.5.1	Specify method of payment- Payments shall be paid monthly in arrears within 30 days of receipt of certified invoices
3.11.2	Specify Resolution of disputes– Disputes to be settled as per the arbitration Laws of Kenya
3.12	Specify Applicable Law- Laws of Kenya
	Indicate address of both parties;- Client:-County Assembly of Busia P.O.Box1018BU SIA
Others as necessary	Prices once awarded to the successful candidate shall remain firm for the contract period And NO variations shall be accepted.

SECTION IV-SPECIAL CONDITIONS OF CONTRACT

4. 1. MANDATORY CONDITIONS

- 4.1.1 Current Protective Security Association Membership certificate
- 4.1.2 Copy of a valid certificate of incorporation/Business Registration Certificate
- 4.1.3 Valid Tax Compliance Certificate
- 4.1.4 Valid Single Business Permit for the current year.
- 4.1.5 Audited financial statements and auditors report for the last 2 financial years(2018 and 2017) signed and stamped by a practicing Certified Public Accountant(CPAK)
- 4.1.6 Bank statement for the last 12 months ending December 31st 2019
- 4.1.7 Tender form duly filled or typed on own letter head, signed and stamped by the tenders in the format provided.
- 4.1.8 Duly filled, signed and stamped Confidential Business Questionnaire.
- 4.1.9 Duly filled, signed and stamped declaration form.
- 4.1.10 Proof of identity of Directors(Attach copies of IDs/Passport)
- 4.1.11 The CVs of four(4) key professional staff named under the staff qualifications and experience
- 4.1.12 Proof of certificate of good conduct for all staff from the CID
- 4.1.13 Submission of relevant & valid insurance cover for:-- Work injury benefits policy
- 4.1.14 Compliance certificates from NSSF and NHIF or evidence of registration.
- 4.1.15 Evidence of Manpower capacity of not less than 30 guards in permanent employment
- 4.1.16 A declaration that the Company shall comply with minimum wage regulations(Attach Letter of compliance issued by the Labour Ministry)
- 4.1.17 Copy of valid Communication Commission of Kenya(CCK) Radio frequency license
- 4.1.18 Sequential serialization/pagination of the tender document and all attached documents (should not be handwritten)

CRITERIA OF EVALUATION: PROVISION OF SECURITY GUARDING SERVICES – 2019/2020

CRITERIA OF EVALUATION: SECURITY GUARDING SERVICES – 2019/2020

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows: -

Confirmation of compliance with mandatory requirements: Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage. Bidders must meet all responsiveness requirements to qualify for technical evaluation

Technical Evaluation: Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further financial evaluation under the Commercial Evaluation Criteria.

Scoring criteria for **financial aspects** will be based on a ranked basis. The bidder quoting the lowest total premiums having attained 70% technical score shall be ranked first and a score awarded relative to the other bidders' price quotations.

The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the BEST VALUE FOR MONEY PACKAGE.

PRELIMINARY EVALUATION/MANDATORY REQUIREMENTS

	MANDATORY REQUIREMENTS	YES/NO
A	Current Protective Security Association Membership certificate	
B	Copy of a valid certificate of incorporation/Business Registration Certificate.	
C	Valid Tax Compliance certificate	
D	Valid Single Business Permit for the current year.	
E	Audited financial statements and auditors report for the last 2 financial years(2018 and 2017) signed and stamped by a practicing Certified Public Accountant(CPAK)	
F	Bank statement for the last 12 months ending October 31 st 2019	
G	Tender form duly filled or typed on own letter head, signed and stamped by the tenders in the format provided.	
H	Duly filled, signed and stamped Confidential Business Questionnaire.	
I	Duly filled, signed and stamped self-declaration forms.	
J	Proof of identity of Directors(Attach copies of IDs/Passport)	
K	The CVs of four(4) key professional staff named under the staff qualifications and experience	
L	Proof of certificate of good conduct for all staff from the CID	
M	Submission of relevant & valid insurance cover for:-- Work injury benefits policy	
N	Compliance certificates from NSSF and NHIF or evidence of registration.	
O	Evidence of Manpower capacity of not less than 30 guards in permanent employment	
P	A declaration that the Company shall comply with minimum wage regulations(Attach Letter of compliance issued by the Labour ministry)	
Q	Copy of valid Communication Commission of Kenya(CCK) Radio frequency license	
R	Sequential serialization/pagination of the tender document and all attached documents (should not be handwritten)	

TECHNICAL EVALUATION

NO	PARAMETERS/CRITERIA	MAX.MARKS
1.	<p>Company Profile Suitability of the service provider 1 No. of years of continuous service in security & safety services a) More than 10 years- 10mks b) Between 5 and 10 years 5mks c) Below 5 years 0mks 2. Evidence of relevant current & valid insurance cover -5mks 3. Certificate of Membership to K.S.I.A or P.S.I.A -5mks 4. Evidence of ISO certification or information systems -ISO certified -5 mks -in process of certification - 2mks -Nil -0 mks</p>	25
2.	<p>Managerial and Key personnel competencies Qualification and capacity of key staff -Organizational chart showing key management & supervisory staff in employment for at least the last 3 years -4 mks -Key staff competency profiles including the CEO (attach CVs and certificates) - 6mks Other staff -Provide evidence of at least 5 guards with experience from either police, military, prisons or National Youth Service (NYS) - 5mks -State your policy on guards qualification indicating minimum academic qualifications and experience (attach recruitment procedure and CVs of at least 20 guards. i. Recruitment & vetting process -4mks ii. Daily operational instructions procedure -4mks iii. KCSE certificate above grade D and above (attach 20 certificates) -2 mks iv. Proof of security training (attach training certificate with minimum of 3 months)- 4mks v. Provide evidence of training in the following_ - Emergency/distress response, rescue & evacuation -3mks - First Aid -3mks - Firefighting and safety -3 mks - Counter-terrorism -3 mks - Suspect handling -3mks - Customer care - 2mks - Incident reporting and record keeping - 2mks</p>	50

	- Knowledge of security equipment e.g. CCTV, Radios, Automated alarm systems etc. – 2mks	
3.	Physical facilities a) Proof of capacity(minimum of 1 motor vehicles and above(attach log books as proof of ownership) – 4mks b) Evidence of availability of rapid response vehicle/ backup system – 3mks c) Radio communication equipment – 4mks d) Trained dogs which are vaccinated (attach vaccination certificates) – 2mks	13
4.	Experience Submit evidence from five major clients for similar services rendered in the five years. Attach letters of recommendations - 4 clients and above – 8mks - 3 clients – 6mks - 2 clients – 4mks - 1 client – 2mks	8
5.	Assessment of liquidity ratios for last 2 years (2018 and 2017 financial statements). Current ratio above 2:14 Marks Current ratio between 1:5 and 2:1.....2 Marks	4
	TOTAL MARKS	100

SECTION V - SCHEDULE OF REQUIREMENTS

County Assembly of Busia requires Security Guarding and safety services to protect its premises and as determined from time to time.

The stations where the services are required are as follows:

No	Station	Rate per Guard
1	County Assembly of Busia	

The rate per Guard above is indicative and the number to be deployed may vary from time to time and this shall be advised in writing.

SECTION VI- DESCRIPTION OF SERVICES

The Services involves provision of Security guarding services to County Assembly of Busia (referred to as the Client) by the successful tenderer (referred to as the Contractor).The contract entails provision of the following:-

I. Guarding and Safety Services

1. CONTRACT PERIOD

The Contract period shall be twenty four (24) months subject to satisfactory performance, or unless and until determined otherwise.

2. GUARDS SERVICES

TheContractorshallbeexpectedtoprovide24hoursservices.TheGuardswillbe expected to work for a maximum of 12 hour shifts.

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 clients property located at the client's premises.
- b. This shall include use of CCTV where provided, patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required to provide continuous surveillance.
- c. While patrolling, check all designated gates, doors and windows and if found unlocked or open not if the Head of Security 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
- d. 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.
- e. They are to detain any person who is committing or with reasonable cause is suspected to be in act of committing a cognizable offence.
- f. 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.
- g. 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.
- h. They are to ensure the firefighting remain in the designated locations and are not interfered.
- i. 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.
- j. Implement the contractor's right to search 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 of suspicious equipment and materials.
- k. Require the production of authorizations on the removal of the Client's property and deal with them in accordance with their practice.
- l. Accept all personal items found on the site and maintain a register of lost and found property containing all relevant details such as time, place etc as required.
- m. Record all occurrences of security interest in a daily occurrence/log-book for the information of the security staff, management and other persons concerned.

- n. 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.
- o. This will include enforcement of badge/pass system to identify and control all Client's employees, visitors and contractor are to the guarded premises.
- p. Regulate vehicle movement, parking of vehicles and storage of motorcycles and bicycles whilst on client's property.
- q. Regulate human traffic in all Clients' station offices and ensure that large numbers of customers are accessed to respective service counters in an orderly manner without delay.
- r. 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 IN THE 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 Insurance Company acceptable to the Client.

5. PAYMENT

Payment for services rendered in a particular month shall be made at the end of the month.

6. 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 **AND THIS** shall include any loss,

damage, injury or any consequential loss sustained by the client 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.

7. CLAIMS

Notice of all claims by County Assembly of Busia 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 County Assembly of Busia giving details of such loss, damage or injury or consequential or indirect loss within twenty one (21) days after the discovery of such damage, loss or injury

8. LOGISTICS

The Contractor shall make arrangements and be responsible at their own cost for general transport requirements for its personnel to and from the premises.

9. 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 of neglect or default of County Assembly of Busia, its servants or agents, the Contractor shall 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 .

10. GENERAL

Age of the Guards

Aged between 21 and 45years old

Education

Form four (4) leavers and above and able to express themselves fluently in English and Kiswahili.

Vetting

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

- Certificates of Good Conduct
- Curriculum Vitae of the guards before engagement.

11. UNIFORMS

The Contractor shall provide adequate and sufficient protective clothing (uniform), head gear and footwear to all guards in the client's premises.

Uniforms must be of specified colour and should always be clean and in good state of repair and to include the following:-

- a. Peak Caps/Berets
- b. Torches
- c. Military Boots
- d. Rain coats
- e. Sweaters
- f. Shirt, Trousers and tie where applicable
- g. Batons
- h. Identification Badges
- i. Communication equipment
- j. Counter books and notebooks

12. TRAINING

Guards should have undergone training in primary security procedures, firefighting and safety,, first aid, anti-terrorism and terrorism awareness and customer service.

13. ADEQUATE PERSONNEL

The Contractor should have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence or any other reason. Guards deployed on the client's premises must be those on permanent employment.

14. SUPERVISION

The guards should be effectively supervised on 24-hour basis by a qualified supervisor.

15. INCIDENT REPORTING

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

16. COMMUNICATION

Contractor should ensure own communication links (mobile phones, radios e.t.c) to the main control room and must be reliable and manned 24 hours. The Client would provide necessary internal communication connecting security posts where necessary.

Emergency security back up guards should be available within minimum time possible when need arises.

17. 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 Company.

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

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 hereto AND as soon as practicable the Client shall evaluate the condition and may at its own discretion waive the contractor's obligations without the risk of sanctions impositions of liquidated damages and or summary termination of this Agreement without notice

18. 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 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.

19. WAIVER

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

SECTION VI - 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. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

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. **Declaration forms** - The declaration form must be completed by the tenderer and submitted with the tender documents. It must also be signed by duly authorized

Representatives of the tenderer.

- **Self-declaration** that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.
- **Self-declaration** that the person/tenderer will not engage in any corrupt or fraudulent practice.

FORM OF TENDER

Date:

Tender No. BSA/CA/35/2015/2017

To:

County Assembly of Busia
P.O. Box1018,
BUSIA.

Gentlemen and/ or Ladies:-

1. Having examined the tender documents, we the undersigned, offer to provide security Guarding Services in conformity with the said tender documents for the sum of.....(As per the price schedule or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.
2. We undertake, if our Tender is accepted to deliver the goods in accordance with the delivery schedule specified in the schedule of requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to **(10%) Ten percent** of the contract price for the due performance of the contract, in the form prescribed by County Assembly of Busia.
4. We agree to abide by this Tender for a period of **(90) Ninety days** from the date fixed for tender opening and the instructions to tenderers, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
5. Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

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

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
STATION: COUNTY ASSEMBLY OF BUSIA

No	Hire of Alarm Rate Per Day	Monthly Unit Rate Per Guard (Kshs).	Total Amount Per Month (Kshs)	Total Amount Per year(Kshs)
1				

Bidder's Signature -----Official Stamp: -----

Date: -----

CONTRACT FORM

THIS AGREEMENT made the day of 20 between **COUNTY ASSEMBLY OF BUSIA of P.O. BOX 1018 BUSIA** (herein after called 'the Procuring entity) of the one part and.....**of P.O.BOX**.....(Here in after called 'the tenderer') of the other part;

WHEREAS the Procuring entity invited tenders for Security guarding services and has accepted a tender by the tenderer for the supply of the services in the sum of **Kshs**.....(Herein after called 'the Contract Price').

NOW THIS AGREEMENT IS WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) The Tender Form and the Price Schedule submitted by the tenderer
- (b) The Schedule of Requirements
- (c) The Description of Service
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) The Company Notification of Award AND Acceptance

3. In consideration of the payments to be made by the Procuring entity to the tenderer as here in after mentioned, the tender here by covenants with the Procuring entity to provide the goods 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 provisions of the goods 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 here have caused this Agreement to be executed in accordance with their respective laws the day and year as above written.

Name Signed
(Managing Director-KSC)

In the presence of

Name Signed
(Company Secretary-KSC)

Name Signed
(Supplier)

In the presence of

Name Signed
(Witness)

TENDER SECURITY FORM

(To be completed and authorized by a reputable Commercial bank and not an Insurance Firm)

Whereas(hereinafter called “the Tenderer”)
(Name of the tenderer)

has submitted its tender dated.....for the provision of
(Date of submission)

.....hereinafter
(Name and/or description of the services)

Called ‘the tender’.....

KNOW ALL PEOPLE by these present that we.....

of.....having our
Registered office at.....(herein
after called “the Bank”) are bound into County Assembly of Busia(here in after called The
Procuring Company”) in the sum of
For which payment well and truly to be made to County Assembly of Busia, the Bank bind itself,
its successors and assigns by these presents. Sealed with the common seal of the said Bank this
.....day of20.....

THE CONDITIONS of these obligations 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 County Assembly of Busia 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 County Assembly of Busia up to the above amount upon receipt of the company's first written demand, without it having to substantiate its demand, provided that in its demand the company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditioned, specifying the occurred conditioned or conditions.

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

.....

...

(Signature and Stamp of the Bank)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

Must be filled by all applicants or Tenderers' who wish to participate in this tender.

Name of Applicant(s).....

You are requested to give the particulars indicated in part 1 and either part 2(a), 2(b) or 2(c) whichever applies to your type of business. Part 2(d) to 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1: General

Business Name
Location of Business premises
Physical Address.....
Town.....
Building.....
Floor.....
Street/Road.....
Plot No.
Postal Address
Postal Code.....
Fax No.....
Email address.....
Contact Person(Full
Names).....
Mobile No.....
Power of Attorney (Yes/No).....
If Yes, Attach Written Document
Nature of Business(Indicate whether manufacturer,
distributor).....
Current trade License..... Expiring date
KRA Pin No.....
Value of the largest single assignment you have undertaken to date(Ksh).....
Was this successfully undertaken? Yes/No.....
(If Yes attach reference)
Name of your bankers Branch

Part 2(a) – Sole Proprietor

Your name in full Age

Nationality Country of Origin

Citizenship details

Part 2 (b) Partnership

Give details of partners as follows:

Name	Nationality	Citizenship Details	No. of Share
-------------	--------------------	----------------------------	---------------------

1.

2.

3.

4.

5.

Part 2(c) – Registered Company

Private or Public

State the nominal and issued capital of the company

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name Nationality Citizenship details Share

1.

2.

3.

4.

5.

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the County Assembly of Busia and any other public or private institutions.

Full Names

Signature.....

Dated this day of2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated this day of2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

.....

In the capacity of

Dated thisday of2019.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

For and on behalf of M/s

In the capacity of

Dated thisday of2015

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in County Assembly of Busia or any other public institution who has interest in the Firm? Yes/No

.....

(Title) (Signature) (Date)

Part 2(i) – Experience:

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed** and attach evidence of recommendation letters, local service order or letters of award to show past experience.

	Company Name	Country	Contract / Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Part 2(j) – Manpower and Expertise

Attach company profile.

Part 2 (i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which County Assembly of Busia shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

Account No:.....**Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate**...../.....
ID No(s):...../.....**Signature and stamp of the authorized Banker Representative**.....**Date**.....

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender?>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank 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 procuring entity on the Form; or
2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[name of tenderer]*
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20 _____ to _____ supply
.....
[description of insurance 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 a 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 of money 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 of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of..... 20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

..... (Title)
(Signature) (Date)

Bidder Official Stamp

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

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

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

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

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

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

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

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

EVALUATION RESPONSE FORM

PRELIMINARY CHECKLIST

Tenderers are advised that at this stage, the tenderer's submission shall either be responsive or non-responsive. The non-responsive submissions shall be eliminated from the entire evaluation process and shall not be considered further.

	PARAMETERS/MANDATORY REQUIREMENTS	SUBMITTED/NOT SUBMITTED
A	Current Protective Security Association Membership certificate	
B	Copy of a valid certificate of incorporation/Business Registration Certificate.	
C	Valid Tax Compliance certificate	
D	Valid Single Business Permit for the current year.	
E	Audited financial statements and auditors report for the last 2 financial years(2018 and 2017) signed and stamped by a practicing Certified Public Accountant(CPAK)	
F	Bank statement for the last 12 months ending October 31 st 2019	
G	Tender form duly filled or typed on own letter head, signed and stamped by the tenders in the format provided.	
H	Duly filled, signed and stamped Confidential Business Questionnaire.	
I	Duly filled, signed and stamped self-declaration forms.	
J	Proof of identity of Directors(Attach copies of IDs/Passport)	
K	The CVs of four(4) key professional staff named under the staff qualifications and experience	
L	Proof of certificate of good conduct for all staff from the CID	
M	Submission of relevant & valid insurance cover for:-- Work injury benefits policy	
N	Compliance certificates from NSSF and NHIF or evidence of registration.	
O	Evidence of Manpower capacity of not less than 30 guards in permanent employment	
P	A declaration that the Company shall comply with minimum wage regulations(Attach Letter of compliance issued by the Labour	

	ministry)	
Q	Copy of valid Communication Commission of Kenya(CCK) Radio frequency license	
R	Sequential serialization/pagination of the tender document and all attached documents (should not be handwritten)	

N/B

Any bidder who fails to meet any of the above requirements will be disqualified from participating in the tender.

TECHNICAL EVALUATION RESPONSE FORMS-GENERAL GUARDING SERVICES SPECIFICATIONS.

NO	PARAMETERS/CRITERIA	MAX.MARKS	BIDDERS RESPONSE
1.	<p>Company Profile Suitability of the service provider 1 No. of years of continuous service in security & safety services a) More than 10 years- 10mks b) Between 5 and 10 years 5mks c) Below 5 years 0mks 2. Evidence of relevant current & valid insurance cover -5mks 3. Certificate of Membership to K.S.I.A or P.S.I.A -5mks 4. Evidence of ISO certification or information systems -ISO certified -5 mks -in process of certification - 2mks - Nil -0 mks</p>	25	
2.	<p>Managerial and Key personnel competencies Qualification and capacity of key staff -Organizational chart showing key management & supervisory staff in employment for at least the last 3 years -4 mks -Key staff competency profiles including the CEO (attach CVs and certificates) - 6mks Other staff -Provide evidence of at least 5 guards with experience from either police, military, prisons or National Youth Service (NYS) - 5mks -State your policy on guards qualification indicating minimum academic qualifications and experience (attach recruitment procedure and CVs of at least 20 guards. i. Recruitment & vetting process -4mks ii. Daily operational instructions procedure -4mks iii. KCSE certificate above grade D and above (attach 20 certificates) -2 mks iv. Proof of security training (attach training certificate with minimum of 3 months)- 4mks v. Provide evidence of training in the following_ - Emergency/distress response, rescue & evacuation -3mks - First Aid -3mks - Firefighting and safety -3 mks</p>	50	

	<ul style="list-style-type: none"> - Counter-terrorism –3 mks - Suspect handling –3mks - Customer care – 2mks - Incident reporting and record keeping - 2mks <p>- Knowledge of security equipment e.g. CCTV, Radios, Automated alarm systems etc. – 2mks</p>		
3.	<p>Physical facilities</p> <p>a) Proof of capacity(minimum of 1 motor vehicles and above(attach log books as proof of ownership) –5mks</p> <p>b) Evidence of availability of rapid response vehicle/ backup system – 3mks</p> <p>c) Radio communication equipment – 5mks</p> <p>d) Trained dogs which are vaccinated (attach vaccination certificates) – 2mks</p>	13	
4.	<p>Experience</p> <p>Submit evidence from five major clients for similar services rendered in the five years. Attach letters of recommendations</p> <ul style="list-style-type: none"> - 4 clients and above –10mks - 3 clients –7mks - 2 clients –5mks - 1 client –2mks 	8	
5	<p>Assessment of liquidity ratios for last 2 years (2018 and 2017 financial statements). Current ratio above 2:14 Marks Current ratio between 1:5 and 2:12 Marks</p>		4
	TOTAL MARKS	100	

The minimum technical score to proceed to financial evaluation is 70%.Only tenderer’s who attain the minimum technical score will proceed to financial evaluation.

BIDDERS EXPERIENCE REQUIREMENT FORM

Tenderers are required to submit details of at least five (5 No.) reputable Clients excluding County Assembly of Busia, for whom they have provided security Services. Please provide reference letters from the clients showing the Monthly contract amounts and the contact address and person. The Company may verify information provided. The reference letters must be in the organizations letterheads.

NO	CONTACT INFORMATION	DETAILS
1	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total Contract Value	
2	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total Contract value	
3	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total Contract value	
4	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total Contract value	
5	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total Contract value	