

**REPUBLIC OF KENYA**



**COUNTY ASSEMBLY OF SIAYA**

**TENDER DOCUMENT FOR PROVISION OF  
PRIVATE SECURITY SERVICES**

**TENDER NUMBER: CAS/T/SECURITY/1/19/20**

**ALL TENDER DOCUMENTS MUST BE SUBMITTED THROUGH  
THE IFMIS SUPPLIERS PORTAL, [suppliers.treasury.go.ke](https://suppliers.treasury.go.ke)**

## SECTION I - INVITATION FOR TENDERS

**DATE: 24<sup>TH</sup> SEPTEMBER 2019**

**TENDER REF. NO. CAS/T/SECURITY/1/19/20**

**TENDER NAME: PROVISION OF PRIVATE SECURITY SERVICES.**

1.1 The **COUNTY ASSEMBLY OF SIAYA** invites sealed tenders from security firms to tender for provision of Private security services.

1.2 Interested firms may inspect and download the complete tender document in the County Assembly website, [www.siayaassembly.go.ke](http://www.siayaassembly.go.ke), free of charge.

1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.

1.4 Completed tender documents **MUST** be uploaded on the IFMIS suppliers' portal, [suppliers.treasury.go.ke](http://suppliers.treasury.go.ke) and hard copies may be submitted enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at the **1<sup>st</sup> floor, COUNTY ASSEMBLY OFFICES** or be addressed to **THE COUNTY ASSEMBLY CLERK, P.O. BOX 7-40600 SIAYA** so as to be received on or before **WEDNESDAY 9<sup>TH</sup> OCTOBER at 12.00 Noon.**

1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the county assembly boardroom.

SIGNED,

ERICK ODHIAMBO OGENGA  
**Ag. COUNTY ASSEMBLY CLERK.**

## **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 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 in the PPAD Act, 2015.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and 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 the 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 The tender document shall be obtained free of charge.

## **2.3 Clarification of Tender Documents**

2.3.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 not later than seven (7) days prior to the deadline for the submission of the 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 candidates who have received the tender documents.

2.3.2 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.

## **2.4 Amendment of Tender Documents**

2.4.1 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 and addendum.

2.4.2 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.

2.4.3 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.

## **2.5 Language of Tenders**

2.5.1 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.

## **2.6. Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule.
- (b) Documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished.
- (d) Declaration Form.

## **2.7. Form of Tender**

2.7.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.8 Tender Prices**

2.8.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.8.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and 16% VAT and other taxes payable.

2.8.3 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.

## **2.9. Tender Currencies**

2.9.1 Prices shall be quoted in Kenya Shillings

## **2.10. Tenderers Eligibility and Qualifications**

2.10.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's:

2.10.2 Satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.11 Tender Security**

2.11.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.11.2 The tender security shall be not more than **2 per cent** of the tender price.

2.11.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.11.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Banker's Cheque. b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority. d) Letter of credit.

2.11.5 Any tender not secured shall be rejected by the Procuring entity as non-responsive.

2.11.6 Unsuccessful Tenderer's tender 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

2.11.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.

2.11.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity. (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract or
  - (ii) to furnish performance security.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.12. Validity of Tenders**

2.12.1 Tenders shall remain valid for 60 days after date of tender opening. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.12.2 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 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.13. Format and Signing of Tenders**

2.13.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.13.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.13.3 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.

## **2.14 Sealing and Marking of Tenders**

2.14.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.14.2 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 *9<sup>th</sup> OCTOBER 2019 at 12.00 Noon.*”

2.14.3 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”.

2.14.4 If the outer envelope is not sealed and marked, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.15. Deadline for Submission of Tenders**

2.15.1 Tenders must be received by the Procuring entity at the address specified not later than **WEDNESDAY 9<sup>TH</sup> OCTOBER 2019 at 12.00 Noon.**

2.15.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents 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.

2.15.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.16. Modification and Withdrawal of Tenders**

2.16.1 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 tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.



2.16.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.16.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

## **2.17. Opening of Tenders**

2.17.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00 Noon on WEDNESDAY, 9<sup>TH</sup> OCTOBER 2019** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.17.2 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.

2.17.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **5.4 Clarification of Tenders**

2.18.1 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 of the tender shall be sought, offered, or permitted.

2.18.2 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.

## 5.4 Preliminary Examination and Responsiveness

5.4.1 The Procuring entity 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.

2.19.2 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.19.3 The Procuring entity may waive any minor informality or non-conformity 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.

2.19.4 Prior to the detailed evaluation, 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.

2.19.5 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 non-conformity.

## **2.20. Evaluation and Comparison of Tenders**

(5) Operational plan proposed in the tender;

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

2.20.1 The following evaluation methods will be applied.

(5) Operational Plan

(i) 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.

(5) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on 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.

2.20.2 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

## **2.21. Contacting the Procuring entity**

2.21.1 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.

2.21.2 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.

## **5.4 Post-qualification**

2.22.1 The Procuring entity will verify and 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.

2.22.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the Procuring entity deems necessary and appropriate

2.22.3 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.

## **2.23 Award Criteria**

2.25.1 The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.23.2 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.

## **2.24. Procuring entity's Right to accept or Reject any or all Tenders**

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

2.24.2 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.

2.24.3 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.

## **5.4 Notification of Award**

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

2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security.

## **2.26 Signing of Contract**

5.4.1 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 contract will be definitive upon its signature by the two parties.

5.4.1 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.

## **5.4 Performance Security**

2.27.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

5.4.1 Failure by the successful tenderer to comply with contract 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 tender or call for new tenders.

## **2.27 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.

### **SECTION III APPENDIX TO INSTRUCTIONS:**

#### **3.1 INSTRUCTIONS TO TENDERERS:**

In order to be successful, a bid will be evaluated using the following information that should be submitted by tenderers:

##### **3.1.1 PRELIMINARY EVALUATION**

1. Certificate of Incorporation/registration.
2. Valid Kenya Revenue Authority Tax compliance certificate.
3. Valid single business permit.
4. PIN/VAT Certificate.
5. Valid NHIF and NSSF compliance certificate.
6. Bid bond of **KSH 60,000** in the form of a bank guarantee or Insurance.

**N/B: ONLY BIDS SUBMITTED ON IFMIS WILL BE EVALUATED**

##### **3.1.2 TECHNICAL EVALUATION**

1. Professional qualifications of personnel (attach academic certificates and CVs) **15MKS)**
2. Certified audited accounts for the last two years. **(5MKS)**
3. Evidence of Past performance in similar services (attach letters of recommendation from at least 4 past or present clients). **(15mks)**
4. Evidence of equipment and machinery (attach proof of ownership or lease). **(10MKS)**
5. Registration with relevant professional body. **(5MKS)**
6. Ministry of labour clearance letter showing compliance with minimum wage limits. **(20MKS)**
7. Valid Certificate of good conduct for all staff. **(15MKS)**
8. Declaration of litigation history and their current status. **(5 MKS)**
9. Proof of vaccination history of the security dogs.

## **SECTION IV      GENERAL CONDITIONS OF A CONTRACT**

### **4.1. Definitions**

4.1.1 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 tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day.



## **4.2. Application**

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

## **4.3. Standards**

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

## **4.4. Use of Contract Documents and Information**

4.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

5.4.1 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information.

4.4.3 Any document, other than the Contract itself, shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

## **4.5. Patent Rights**

4.5.1 The Contractor 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.

## **5.4 Performance Security**

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

5.4.1 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.

4.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Banker's Cheque.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

4.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

#### **4.7. Delivery of services and Documents**

4.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

#### **4.8. Payment**

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

4.8.2 Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

#### **4.9. Prices**

4.9.1 Prices charges 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 quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

4.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

4.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

#### **4.10. Assignment**

4.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

#### **4.11. Termination for Default**

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

(a) if the Contractor 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 Contractor fails to perform any other obligation(s) under the Contract

(c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

4.11.2 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 un-delivered, and the Contractor shall be liable to the

Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

#### **4.12. Termination for Insolvency**

4.12.1 The Procuring entity may at any time 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

#### **4.13. Termination for Convenience**

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

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

#### **4.14 Resolution of Disputes**

5.4.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

4.14.2 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.

#### **4.15. Governing Language**

4.15.1. 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.

#### **4.16. Applicable Law**

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

#### **5.4 Force Majeure**

5.4.1 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.

#### **4.17 Notices**

5.4.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## **5.0 TERMS OF REFERENCE:**

5.1 Interested bidders are required to make an appointment with the Assembly's Procurement Office to be allowed to visit and carry out their own security audit on the County Assembly premises before quoting for the services.

This requirement is **MANDATORY** and failure to visit and sign the attendance register will lead to automatic disqualification.

5.2 The prospective tenderer, if successful will be required to submit evidence of all required working tools before signing of the contract agreement. These tools include but are not limited to:

- a) Metal detectors
- b) Vehicle search mirrors. c) Occurrence books.
- d) Security dogs.

5.3 The contract price charged per month will include the above working tools, **16 % VAT** inclusive.

5.4 The Prospective tenderer, if successful will be required to bring in both day and night guards.

5.5 The Prospective tenderer, if successful will be required to undertake quarterly security audits and submit a comprehensive report to the County Assembly Clerk.

5.6 The Prospective tenderer, if successful **MUST** acquire a work injury benefit against accidents (WIBA) for their staff from a reputable insurance company.

5.7 The Prospective tenderer, if successful **MUST** acquire a Contractual legal liability policy from a reputable insurance company.

5.7 **MUST** Provide evidence of dog training- give a brief history of the dog

**TABLE OF EXPECTATIONS:**

<b>S/NO</b>	<b>ITEM DESCRIPTION</b>
1.	5 DAY GUARDS PER DAY FOR THE ASSEMBLY PREMISES
2.	2 DAY GUARDS PER DAY FOR SPEAKER'S RESIDENCE
3.	4 NIGHT GUARDS PER NIGHT FOR THE ASSEMBLY PREMISES. ONE TO BE A TRAINED DOG HANDLER
4.	2 NIGHT GUARDS PER NIGHT FOR SPEAKER'S RESIDENCE
5.	1 SECURITY DOG PER NIGHT FOR THE ASSEMBLY PREMISES
6.	1 SECURITY DOG PER NIGHT FOR RESIDENCE PER MONTH
7.	2 METAL DETECTOR FOR DAY GUARDS IN ASSEMBLY PREMISES AND RESIDENCE.
8.	2 VEHICLE SEARCH MIRRORS PER MONTH IN ASSEMBLY PREMISES AND RESIDENCE.
9.	A RUNNING OCCURRENCE BOOK IN ASSEMBLY PREMISES AND RESIDENCE THROUGHOUT THE CONTRACT PERIOD.

**SCHEDULE OF REQUIREMENTS/ PRICES:**

TENDER NO: CAS/T/SECURITY/1/19/20: TENDER FOR PROVISION OF PRIVATE SECURITY SERVICES (OPEN)

<b>S/NO</b>	<b>ITEM DESCRIPTION</b>	<b>TOTAL PRICE PER MONTH (KSHS)</b>
1.	TOTAL CHARGES FOR OFFERING DAY AND NIGHT SECURITY SERVICES TO COUNTY ASSEMBLY OF SIAYA PREMISES AS PER TERMS OF REFERENCE.	
2.	TOTAL CHARGES FOR OFFERING DAY AND NIGHT SECURITY SERVICES TO SPEAKER'S RESIDENCE AS PER TERMS OF REFERENCE.	
	<b>TOTAL (KSHS)</b>	

**N/B: ALL PRICES SHOULD BE INCLUSIVE OF 16% VAT**



**TENDER SECURITY FORM**

Whereas M/S..... (Hereinafter called “the tenderer” has submitted its bid dated .....for the Provision of Security services (hereinafter called the tender)

KNOW ALL PEOPLE by these presents that WE M/S.....of P.O.BOX..... having our registered office at ....., (hereinafter called “the bank” are bound unto the COUNTY ASSEMBLY OF SIAYA (hereinafter called “the procuring entity”) in the sum of kshs.....( **2% of the tender sum**) 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 \_\_\_\_\_ 2017. \_

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 County Assembly of Siaya up to the above amount upon receipt of its first written demand, without the County Assembly of Siaya having to substantiate its demand, provided that in its demand the County Assembly of Siaya 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(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 Signature and official stamp of the Bank/Insurance company].....  
.....  
.....  
.....

## EVALUATION CRITERIA:

### CRITERIA FOR EVALUATION FOR THE TENDER:

S/NO	CRITERIA	EXPECTATION	POINTS %
1.	<b>PRELIMINARY</b>	<b>MEETING ALL MANDATORY REQUIREMENTS</b>	<b>MANDATORY</b>
		DULY FILLED FORM OF TENDER	YES/NO
		2 % BID BOND	YES/NO
		CERTIFICATE OF REGISTRATION/INCORP.	YES/NO
		VALID KRA TAX COMPLIANCE	YES/NO
		VALID SINGLE/UNIFIED BUSINESS	YES/NO
		VALID NSSF AND NHIF COMPLIANCE	YES/NO
2.	<b>TECHNICAL</b>		
		REGISTRATION WITH RELEVANT PROFESSIONAL BODY.(EVIDENCE )	10
		PERSONNEL QUALIFICATIONS (EVIDENCE)	10
		GENERAL EXPERIENCE OR PAST PERFORMANCE (EVIDENCE)	10
		LETTER OF COMPLIANCE FROM MINISTRY OF LABOUR SHOWING COMPLIANCE TO MINIMUM WAGE	10
		LIST OF WORKING TOOLS, EQUIPMENTS AND MACHINERY (EVIDENCE)	10
		CERTIFICATE OF GOOD CONDUCT FOR STAFF (EVIDENCE)	10
		DECLARATION OF LITIGATION HISTORY	10
3.	<b>FINANCIAL</b>	CERTIFIED AUDITED FINANCIAL STATEMENTS ( EVIDENCE) – THIS WILL BE USED TO CALCULATE FINANCIAL STRENGTH	30
	<b>TOTAL</b>		100

### **NB:**

The pass mark that tenderers should attain to be considered for price comparison is **80 % out of 100%**.

**COUNTY ASSEMBLY OF SIAYA P.O.BOX 7-40600**  
**SIAYA**

**FORM OF TENDER**

NAME OF FIRM.....  
ADDRESS;..... DATE;  
.....

TO:  
COUNTY ASSEMBLY CLERK, COUNTY ASSEMBLY OF SIAYA P.O.BOX 7-40600  
**SIAYA**

**RE: TENDER FOR.....**

..... In  
accordance with Tender number.....

Received from ..... Dated.....

I/We M/S .....

Hereby undertakes to provide the services in accordance with the attached tender forms, conditions of tender and schedule of requirements at the prices shown against each item and in conformity with the scheduled delivery point and times stated.

This applies to..... In the schedule representing a total amount of kshs ..... (in words).....

..... Tendered for.

I/We understand that the County Assembly of Siaya reserves the right to accept or reject this tender in part or in whole for any reasons it considers justifiable.

I/We agree that the terms of this tender will remain valid for a period of 90 days from the date of final submission of tenders, namely, the .....day of ..... 20.....

In the event of this tender being accepted in part or in whole within the stipulated 90 days, I/We agree to provide the service against an order signed by an authorized officer of the County Assembly of Siaya, those services accepted in this tender to the quoted delivery dates and that failure on my/our part to meet these requirements constitutes a breach of contract.

Tenderers name..... Witnessed by.....

Tenderers Address..... Address .....

Designation ..... Signature (witness).....

Telephone No..... Telephone No.....

Signature..... Date..... Date

.....

Official stamp.....

**CAS/T/SECURITY/1/17/18: TENDER FOR PROVISION OF PRIVATE SECURITY SERVICES (OPEN):**

This tender document is intended for interested bidders to offer Private security services at County Assembly of Siaya premises.

**1.0 GENERAL INFORMATION;**

TENDERER'S NAME.....  
HEAD OFFICE ADDRESS.....  
TELEPHONE/MOBILE NUMBER.....  
FAX/E-mail .....

PLACE OF INCORPORATION/REGISTRATION.....  
YEAR OF INCORPORATION/REGISTRATION.....  
NATIONALITY OF OWNERS.....

NAME NATIONALITY:

1. ....  
2. ....  
3. ....

**2.0 CONDITIONS MANDATORY TO BE MET BY TENDERERS:**

- 1) Copy of incorporation/registration certificate.
- 2) Copy of PIN/VAT certificate
- 3) Copy of tax compliance certificate.
- 4) Copy of Single business permit.
- 5) NSSF and NHIF compliance certificates.
- 6) Provide 2 % bid bond security.

**3.0 PERSONNEL INFORMATION: STAFF i) a)**

Name..... Title  
..... Years of  
experience..... b)

Qualifications:

Professional.....  
.....  
.....

(attach copies of professional certificates) ii) a)

Name..... Title  
..... Years of  
experience..... b)

Qualifications:

Professional.....  
.....  
.....

iii) a)

Name..... Title  
..... Years of  
experience..... b)

Qualifications:

Professional.....  
.....  
.....

(attach copies of professional certificates)

**USE SEPARATE SHEET FOR ADDITIONAL STAFF.**

**4.0 FINANCIAL INFORMATION;**

NAME OF BANK.....  
BRANCH.....  
ADDRESS.....  
TELEPHONE NO. ....  
FAX/ E-MAIL .....

**FINANCIAL INFORMATION;**

i) Total

assets.....  
.....  
.....  
.....

ii) Current

assets.....  
.....  
.....  
.....

iii) Total

liabilities.....  
.....  
.....  
.....

iv) Current

liabilities.....  
.....  
.....  
.....

**N/B:** USE SEPARATE SHEET IF SPACE IS INADEQUATE.

**DECLARATION;**

I confirm that the information above is true and that I also authorize the County Assembly of Siaya to conduct due diligence, if need be.

NAME .....

DESIGNATION.....

SIGNATURE.....

DATE.....

TEL/NO.....

STAMP/SEAL.....

# CONFIDENTIAL BUSINESS QUESTIONNAIRE:

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business  
You are advised that it is a serious offence to give false information on this form

## Part 1 – General:

Business Name ..... Location of  
business premises..... Plot  
No.....  
Street/Road.....  
Postal Address ..... Tel No. .... E mail ..... Nature of  
Business..... Registration  
Certificate No. .... Maximum value of  
business which you can handle at any one time – Kshs.....  
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**

Given details of partners as follows:

Name	Shares	Nationality	Citizenship
		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

Name	Nationality	Citizenship Details
Shares		
1.....		
2.		
.....		
3. ....		
4. ....		
5 .....		Date
.....	Signature of Candidate	.....

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

