

REPUBLIC OF KENYA



## **THE COUNTY GOVERNMENT OF KISUMU**

### **Department of Finance and Economic Planning**

*Tender No. CGK/F & EP/2019-2021/006*

*Provision of security Services for The County Government of Kisumu  
through Framework Agreement*

**County Secretary  
The County Government of Kisumu  
P O BOX 2738 -40100  
KISUMU**

**Dated: 7<sup>th</sup> NOVEMBER 2019**

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# SECTION I - INVITATION TO TENDER

DATE: 2/10/2019

**Tender REF No:** CGK/F & EP/2019-2021:2022/006

**Tender name:** Provision of Security Services

- 1.1 The County Government of Kisumu, Department of Finance & Economic Planning invites sealed tenders from eligible candidates for Provision of security Services for The County Government of Kisumu through Framework Agreement
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at (Director Supply Chain Management office prosperity House Huduma center Second Floor) during normal working hours.
- 1.3 A complete tender document will be given to firms that are prequalified by County Government of Kisumu and fall under the category of provision of security services.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of (90) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at (Prosperity House Huduma Center Second Floor Opposite Central Bank) or be addressed and posted to (County Government of Kisumu Box 2738 -40100 Kisumu) to be received on or before 19th November, 2019
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Department of roads

*(County Secretary,  
The County Government of Kisumu*

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## SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 *Eligible tenderers*

- 2.1.1. This Invitation to tender is only eligible to prequalified firms by the County Government of Kisumu. Successful tenderers shall provide the services for the stipulated duration from the **date of award**.
- 2.1.2. The CGK/F & EP/2019 - 2021:2022/006's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the CGK/F & EP/2019 - 2021:2022/006 to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 *Cost of tendering*

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the CGK/F & EP/2019 - 2021:2022/006, 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 will be given free to the services providers
- 2.2.3 The CGK/F & EP/2019 - 2021:2022/006 shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 *Contents of tender documents*

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- a) Instructions to tenderers
  - b) General Conditions of Contract
  - c) Special Conditions of Contract
  - d) Schedule of Requirements

- e) Details of service
- f) Form of tender
- g) Price schedules
- h) Contract form
- i) Confidential business
- j) Questionnaire form
- k) Tender security form
- l) Performance security
- m) Tender Form
- n) Principal's or manufacturers authorization form
- o) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the CGK/F & EP/2019 - 2021:2022/006 in writing or by post, fax or email at the entity's address indicated in the Invitation for Tenders. The CGK/F & EP/2019 - 2021:2022/006 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 tenders, prescribed by the CGK/F & EP/2019 - 2021:2022/006. Written copies of the CGK/F & EP/2019 - 2021:2022/006 response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The CGK/F & EP/2019 - 2021:2022/006 shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the CGK/F & EP/2019 - 2021:2022/006, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the CGK/F & EP/2019 - 2021:2022/006, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 *Language of tender***

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the CGK/F & EP/2019 - 2021:2022/006, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 *Documents Comprising the Tender***

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 *Form of Tender***

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

## **2.9 *Tender Prices***

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

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

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

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

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

2.9.6 Price variation requests shall be processed by the CGK/F & EP/2019 - 2021:2022/006 within 30 days of receiving the request.

## ***2.10 Tender Currencies***

2.10.1 Price shall be quoted in Kenya Shillings

## ***2.11 Tenderers Eligibility and Qualifications.***

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the CGK/F & EP/2019 - 2021:2022/006's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## ***2.12 Tender Security***

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

2.12.2 The tender security shall be in the amount not exceeding **2 per cent** of the tender price.



2.12.2 The tender security is required to protect the CGK/F & EP/2019 - 2021:2022/006 against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall in the form of a bank guarantee or insurance from a reputable insurance firm.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the CGK/F & EP/2019 - 2021:2022/006 as non-responsive, pursuant to paragraph 2.20

2.12.5 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 CGK/F & EP/2019 - 2021:2022/006.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the CGK/F & EP/2019 - 2021:2022/006 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 as specified in the invitation to tender after date of tender opening prescribed by the CGK/F & EP/2019 - 2021:2022/006, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the CGK/F & EP/2019 - 2021:2022/006 as nonresponsive.

2.13.2 In exceptional circumstances, the CGK/F & EP/2019 - 2021:2022/006 may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## ***2.14 Format and Signing of Tender***

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

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

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## ***2.15 Sealing and Marking of Tenders***

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

(a) be addressed to the **Head of Supply Chain Management 2<sup>nd</sup> Floor Prosperity House Huduma Center Opposite Central Bank P.O. Box 2738-40100 Kisumu**. But the tender documents to be deposited at the department of Roads, Transport and Public Works. Public Works Yard Banadi – Kisumu – Busia Road

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE 19th November, 2019),”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. –

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the CGK/F & EP/2019 - 2021:2022/006 will assume no responsibility for the tender’s misplacement or premature opening.

## ***2.16 Deadline for Submission of Tenders***

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than 19th November, 2019)

2.16.2 The CGK/F & EP/2019 - 2021:2022/006 may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the CGK/F & EP/2019 - 2021:2022/006 and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the CGK/F & EP/2019 - 2021:2022/006 as provided for in the appendix.

## ***2.17 Modification and withdrawal of tenders***

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the CGK/F & EP/2019 - 2021:2022/006 prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The CGK/F & EP/2019 - 2021:2022/006 may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## ***2.18 Opening of Tenders***

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 19th November, 2019 10:00am

and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the CGK/F & EP/2019 - 2021:2022/006, at its discretion, may consider appropriate, will be announced at the opening.

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the CGK/F & EP/2019 - 2021:2022/006 may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the CGK/F & EP/2019 - 2021:2022/006 in the CGK/F & EP/2019 - 2021:2022/006's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The CGK/F & EP/2019 - 2021:2022/006 will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or by the CGK/F & EP/2019 - 2021:2022/006

2.20.3 The CGK/F & EP/2019 - 2021:2022/006 may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the CGK/F & EP/2019 - 2021:2022/006 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 CGK/F & EP/2019 -

2021:2022/006's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the CGK/F & EP/2019 - 2021:2022/006 and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the CGK/F & EP/2019 - 2021:2022/006 will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The CGK/F & EP/2019 - 2021:2022/006 will evaluate and compare the tenders which have been determined to be substantially responsive, according to the schedule below 2.22.4

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

2.22.3 The CGK/F & EP/2019 - 2021:2022/006's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph

2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

## MANDATORY TENDER REQUIREMENTS

The tenderer must provide the following information and/or copies of the following documents:

- (i) Certificate of copy of Incorporation or registration
- (ii) KRA tax certificates:
- (iii) Certified copy of Valid Tax Compliance Certificate / Valid PIN/VAT Certificates
- (iv) Certificate Compliance for Security

Bidders that have met the mandatory requirement shall proceed to preliminary evaluation stage

### Preliminary evaluation

- a) Labour law compliance certificate
- b) Current CR12 for the last 12 months
- c) Member of security Association.
- d) Contributions of NHIF

Bids that do not contain all the information required at preliminary shall be declared non responsive and shall not proceed to technical evaluated

## TECHNICAL REQUIREMENTS

The following criteria will be used in the evaluation of all potential suppliers, as follows;

No.	Evaluation attribute	Weighting score	Max score	Evaluator's Score
1.	Number of years in business in provision of security guard services	<ul style="list-style-type: none"> <li>▪ 5 years and above 20 marks</li> <li>▪ Four years 15 marks</li> <li>▪ 3years 10 marks</li> <li>▪ 2years and below 5 marks</li> </ul>	20	
2.	Proof of 5 vehicles fleet capacity for motor vehicles (provide a copy of log books)	<ul style="list-style-type: none"> <li>▪ Each motor vehicle 3 marks</li> </ul>	15	
3.	List of personnel in employment a) 3 provide a CV of the operation managers with qualified experience <ul style="list-style-type: none"> <li>▪ Bachelor's degree in security related field</li> <li>▪ Diploma in security related field</li> <li>▪ Certificate in security related field</li> </ul>	<ul style="list-style-type: none"> <li>▪ Bachelor's degree 15mrks</li> <li>▪ Diploma 10 marks</li> <li>▪ Certificate 5 marks</li> </ul>	15	

4.	b) 10 security guards (day & night): Minimum 'O' level qualification with a minimum of mean grade D+ (Plain) (attach copies of academic certificates Attach his or her CV fully signed by both employer and employee	CVs and Certificates (for the 14 security guards) @ 3 marks	30	
5.	Audited Accounts for the last four years (2015, 2016, 2017 & 2018)	Each year 5 marks	20	
	<b>Total marks</b>		<b>100</b>	

The pass mark for the financial bid consideration is 70 % of the technical score.

Market prices will be considered for any inflated or under quoted prices in determining the best evaluated bid in each item will be the winning bidder. The best evaluated bid will be the winning bidder.

#### **2.22.5. Sealing and Marking of Bids**

The inner envelopes should be clearly marked as follows:

**ORIGINAL TENDER**    A CGK/F & EP/2019 -2020:2022/006  
**COPY OF TENDER**     B CGK/F & EP/2019 -2020:2022/006

The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to:

**COUNTY SECRETARY  
COUNTY GOVERNMENT OF KISUMU  
P.O. BOX 2738 -40100 KISUMU**

**PRICE SCHEDULE OF SERVICES**

Name of \_\_\_\_\_ Tender Number\_\_\_\_\_. Page \_\_\_ of \_\_\_\_\_.  
 Tenderer

No.	Name of property	No. of guards required		Rate per guard per month (Kshs.) Tax inclusive		Total price for all guards per month	Total price Per year
		Night Guards	Day Guards	Day	Night		
1.	County Government Properties						
	<b>TOTAL</b>						



**NB: \* THE UNIT PRICES SHALL INCLUDE GOVERNMENT TAXES AND SERVICES OFFERED TO DEPARTMENT OF ROADS, TRANSPORT AND PUBLIC WORKS**

Signature of tenderer

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

2.22.6. The tender evaluation committee shall evaluate the tender within 21 days from the date of opening the tender.

2.22.7 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the CGK/F & EP/2019 - 2021:2022/006**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the CGK/F & EP/2019 - 2021:2022/006 on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the CGK/F & EP/2019 - 2021:2022/006 in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

**2.24 Award of Contract**

**a) Post qualification**

2.24.1 will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to

paragraph 2.1.2, as well as such other information as the CGK/F & EP/2019 - 2021:2022/006 deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the CGK/F & EP/2019 - 2021:2022/006 will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**b) Award Criteria**

2.24.3 Subject to paragraph 2.29 the Department of Finance will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The Department of Finance 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 Department of Finance's action. If the Department of Finance determines that none of the tenderers is responsive; the Department of Finance shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the CGK/F & EP/2019 - 2021:2022/006 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 Department of Finance pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Department of Finance will promptly notify each

unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Department of Finance notifies the successful tenderer that its tender has been accepted, the Department of Finance 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 Department of Finance.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 Within **thirty (30)** days of the receipt of notification of award from the Department of Finance, 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 Department of Finance.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the CGK -Department of Finance may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 CGK/F & EP/2019 - 2021:2022/006 CGK - 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 CGK -Department of F & EP 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 GENERAL CONDITIONS OF CONTRACT

### 3.1 *Definitions*

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

- a. "The contract" means the agreement entered into between the CGK - Department of Finance and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c. "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the CGK/F & EP/2019 - 2021:2022/006 under the Contract.
- d. "The CGK/F & EP/2019 - 2021:2022/006" means Roads, Transport and Public Works organization sourcing for the services under this Contract
- e. "The contractor means the individual or firm providing the services under this Contract.
- f. "GCC" means general conditions of contract contained in this section g)  
"SCC" means the special conditions of contract
- g. "Day" means calendar day

### 3.2 *Application*

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

### 3.3 *Standards*

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

### **3.4 *Patent Right's***

The tenderer shall indemnify the CGK/F & EP/2019 - 2021:2022/006 against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 *Performance Security***

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the CGK -Department of F & EP with the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.1 The proceeds of the performance security shall be payable to the CGK -Department of F & EP as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.2 The performance security shall be in form of A bank guarantee or insurance security from a reputable insurance firm acceptable to the CGK/F & EP/2019 - 2021:2022/006 and shall be in the form of:

3.6.3 The performance security will be discharged by the CGK/F & EP/2019 - 2021:2022/006 and returned to the candidate not later than **thirty (30)** days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 *Inspections and Tests***

3.7.1 The CGK/F & EP/2019 - 2021:2022/006 or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The CGK/F & EP/2019 - 2021:2022/006 shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the CGK/F & EP/2019 - 2021:2022/006.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the CGK/F & EP/2019 - 2021:2022/006 may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the CGK/F & EP/2019 - 2021:2022/006.

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

### **3.8 *Payment***

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

### **3.9 *Prices***

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the CGK/F & EP/2019 - 2021:2022/006's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

#### **1. 3.10 *Assignment***

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the CGK/F & EP/2019 - 2021:2022/006's prior written consent.

### **3.11 *Termination for Default***

The CGK/F & EP/2019 - 2021:2022/006 may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the CGK/F & EP/2019 - 2021:2022/006.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the CGK/F & EP/2019 - 2021:2022/006 has engaged in corrupt or fraudulent or negligence that leads to loss within the department.

In the event the CGK/F & EP/2019 - 2021:2022/006 terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the CGK/F & EP/2019 - 2021:2022/006 for any excess costs for such similar services.

### ***3.12 Termination of insolvency***

The CGK/F & EP/2019 - 2021:2022/006 may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the CGK/F & EP/2019 - 2021:2022/006.

### ***3.13 Termination for convenience***

3.13.1 The CGK/F & EP/2019 - 2021:2022/006 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 CGK/F & EP/2019 - 2021:2022/006 convenience, the extent to which performance of the service provider of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the CGK/F & EP/2019 - 2021:2022/006 may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### ***3.14 Resolution of disputes***

The CGK/F & EP/2019 - 2021:2022/006's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may

require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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



## SECTION IV SPECIAL CONDITIONS OF CONTRACT Notes on Special Conditions of Contract

The clauses in this section are intended to assist the CGK/F & EP/2019 - 2021:2022/006 in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

### SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract	
3.6	Specify performance security	
3.8	Specify method and conditions of performance	
3.9	Specify price adjustments allowed	
23.14	Specify resolution of disputes	
3.17	Specify applicable law	
3.18	Indicate addresses of both parties	
Other's as necessary	Complete as necessary	

## SECTION V - SCHEDULE OF EQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the CGK/F & EP/2019 - 2021:2022/006 and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the CGK/F & EP/2019 - 2021:2022/006's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____  End _____

## **SECTION VI DESCRIPTION OF SERVICES**

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the CGK/F & EP/2019 - 2021:2022/006 without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

### **SECTION VI - DESCRIPTION OF SERVICES**

Provision of security service CGK/F & EP/FRQ/2018-2019/002

## SECTION VII- STANDARD FORMS

### Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the CGK/F & EP/2019 - 2021:2022/006 pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the CGK/F & EP/2019 - 2021:2022/006 in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the CGK/F & EP/2019 - 2021:2022/006 and pursuant to the - conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

# SECTION VIII - STANDARD FORMS

## FORM OF TENDER

Date \_\_\_\_\_  
Tender \_\_\_\_\_  
No. \_\_\_\_\_

To County Government of Kisumu  
Dept of Transport, Roads and Public Works  
P.O. Box 2738 -40100 Kisumu

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. \_\_\_\_\_ *[insert numbers]*, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.

\_\_\_\_\_ *[description of services ]* in conformity with the said tender documents for the sum of . \_\_\_\_\_ *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (CGK/F & EP/2019 - 2021:2022/006).
4. We agree to abide by this Tender for a period of \_\_\_\_\_ *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity]* \_\_\_\_\_ *of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## PRICE SCHEDULE OF SERVICES

### NAME OF THE TENDERER

No.	Name of property	No. of guards required		Rate per guard per month (Kshs.) Tax inclusive		Total price for all guards per month	Total price Per year
		Night Guards	Day Guards	Day	Night		
1.	County Government offices	Per Guard	Per Guard				

Signature of tenderer \_\_\_\_\_

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

# 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. ....Fax Email.....

Nature of Business .....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time - Kshs.  
.....

Name of your bankers.....

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																				
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....	4.	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1.	.....	.....	.....																		
2.	.....	.....	.....																		
3.	.....	.....	.....																		
4.	.....	.....	.....																		
	Part 2 (c) - Registered Company																				
	Private or Public																				
	State the nominal and issued capital of company																				
	Nominal Kshs. Issued Kshs.																				
	Given details of all directors as follows																				
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....	4.	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
1.	.....	.....	.....																		
2.	.....	.....	.....																		
3.	.....	.....	.....																		
4.	.....	.....	.....																		
	Date.....Signature of Candidate.....																				

# TENDER SECURITY FORM

Whereas .....[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender ] for the provision of .....[name and/or description of the services]

(hereinafter called "the Tenderer")..... KNOW ALL

PEOPLE by these presents that WE.....

Of.....having registered office at [name of CGK/F & EP/2019 - 2021:2022/006](hereinafter called "the Bank")are bound unto..... [name of CGK/F & EP/2019 - 2021:2022/006](hereinafter called "the CGK/F & EP/2019 - 2021:2022/006") in the sum of .....

for which payment well and truly to be made to the said CGK/F & EP/2019 - 2021:2022/006, 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 tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the CGK/F & EP/2019 - 2021:2022/006 during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required;
- or (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the CGK/F & EP/2019 - 2021:2022/006 up to the above amount upon receipt of its first written demand, without the CGK/F & EP/2019 - 2021:2022/006 having to substantiate its demand, provided that in its demand the CGK/F & EP/2019 - 2021:2022/006 will note that the Arnaut claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

[signature of the bank]



# PERFORMANCE SECURITY FORM

To: .....  
[County Government of Kisumu, Department of Roads Transport and Public Works  
]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract

No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20  
to

supply.....  
[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.....  
*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of  
20 \_\_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date](Amend accordingly if provided by Insurance Company)*

# BANK GUARANTEE FOR ADVANCE PAYMENT

To.....  
[name of  
tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,  
.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the CGK/F & EP/2019 - 2021:2022/006 a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of ..... [amount of  
of guarantee in figures and words]. We, the  
.....

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the CGK/F & EP/2019 - 2021:2022/006 on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the CGK/F & EP/2019 - 2021:2022/006 and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yourstruly

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

