



MINISTRY OF ENVIRONMENT AND FORESTRY
KENYA METEOROLOGICAL DEPARTMENT

STANDARD TENDER DOCUMENT

FOR

PROVISION OF SECURITY GUARD SERVICES FOR KENYA
METEOROLOGICAL DEPARTMENT AND OUTSTATION

TENDER NO: MOE&F/KMD/001/2021 -2022

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tenders shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to tenders shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I

INVITATION TO TENDER

Tender reference No. MOE&F/KMD/OT/001/2021-2022
Tender Name: Provision of Security Guard Services for Kenya
Meteorological Department
Date: 13/07/2021

1. The Ministry of Environment and Forestry invites sealed tender documents from eligible interested bidders for the Provision of Security Guard Services for Kenya Meteorological Department for a period of (3) three years.
2. Interested eligible candidates may obtain tender documents from **Ministry of Environment and Forestry, Ragati Road, NHIF Building, 11th floor, Supply Chain Management Office room 1104** during normal working hours (8.00 am to 5.00pm, Monday-Friday, with exemption of public holidays) upon payment of non-refundable fee of Ksh1000 payable **in cash or Bankers cheque** to the **Principal Secretary Ministry of Environment and Forestry** or download the document free of charge from **Ministry** website: www.environment.go.ke, www.meteo.go.ke or <http://supplier.treasury.go.ke> and www.tenders.go.ke. In case the documents are downloaded, bidders must inform the Ministry of Environment and Forestry, Supply Chain Management Services immediately for recording purpose.
3. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days.
4. Tenders must be accompanied by a Tender Security of Kenya shillings Two hundred thousand (Ksh200,000.00) from reputable bank or an insurance company approved by Public Procurement Regulatory Authority payable to the Principal Secretary, Ministry of Environment and Forestry, P.O. Box 30126, 00100 Nairobi, Kenya.
5. Complete tender documents (Original and a copy) enclosed in plain sealed outer envelope clearly marked with tender name and tender number should be deposited in the Tender Box located at Ministry Environment and Forestry, Ragati Road, NHIF Building, 11th floor and be addressed to the Principal Secretary, Ministry of Environment and Forestry, P.O. Box 30126-00100 Nairobi, Kenya, so as to be received on or before **Monday, 4th October, 2021 at 10.00 a.m. East African time.**
6. Tenders will be opened immediately thereafter at **Ministry of Environment and Forestry boardroom, Ragati Road, NHIF Building, 12th floor** in the presence of candidates or their representatives who choose to attend.
7. Large documents that cannot fit in the tender box shall be received and registered at Supply Chain Management services office, Ministry of Environment and Forestry, Ragati Road, NHIF Building, 11th floor, Room 1102.
8. The Ministry of Environment and Forestry reserves the right to reject or accept in whole or in part any tender without obligation to give reasons for the decision.

For: Principal Secretary
Ministry of Environment and Forestry

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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 Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Services

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderers shall bear all costs associated with the preparation and submission of the tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs. 1,000.00
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers

- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 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 tenderer's risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarification sought by the tenderer within 3 days of receiving the request to enable the tenderer to make a timely submission of its tender.

2.6 Amendment of Documents

2.6.1 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderers shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tenders shall be 150 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualification to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderer's eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderer's qualification to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute

alternativestandards,brandnames,and/or cataloguenumbersinitstender, providedthatit demonstratesto theProcurement entity's satisfaction that the substitutionsensure substantial equivalenceto thosedesignatedin theTechnical Specifications.

2.14 TenderSecurity

2.14.1Thetenderer shallfurnish,aspartofitstender,a tendersecurityfortheamount specified inthe Appendix to Invitationto Tenderers.

2.14.2The tender securityshallbe in the amountof 0.5– 2 percentof the tender price.

2.14.3Thetender security is requiredtoprotecttheProcuringentityagainstthe risk of Tenderer'sconductwhichwouldwarrant the security'sforfeiture,pursuant to paragraph 2.14.7

2.14.4Thetendersecurityshall bedenominatedinKenyaShillingsorinanotherfreely convertiblecurrency,andshallbeintheformofabankguaranteeorabankdraft issuedbyareputablebanklocatedinKenyaorabroad,oraguaranteeissuedby a reputable insurancecompany inthe form provided inthe tenderdocuments or anotherformacceptabletotheProcuringentity andvalidforthirty(30)days beyondthe validity of the tender.

2.14.5Anytendernot securedin accordancewithparagraph2.14.1 and2.14.3will be rejected by the Procuring entity asnon-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptlyaspossibleas butnotlaterthanthirty(30)daysaftertheexpirationof the period oftendervalidity prescribed by the Procuring entity.

2.14.7 ThesuccessfulTenderer'stendersecuritywillbedischargeduponthetenderer signingthecontract,pursuanttoparagraph2.27andfurnishingtheperformance security, pursuant to paragraph 2.28

2.14.8The tender security maybe forfeited:

- (a) ifatendererwithdrawsitstenderduringtheperiodoftendervalidity specified by the procuring entity onthe TenderForm; or
- (b) in the case of a successful tenderer, ifthe tendererfails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) tofurnishperformancesecurityinaccordancewithparagraph 2.28

2.15 Validity of Tenders

2.15.1Tendersshall remainvalidfor150daysorasspecifiedin theInvitationtotender afterthedateoftenderopeningprescribedbytheProcuringentity,pursuantto

paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 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.

2.16 Format and Signing of Tender

2.16.1 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tenders 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.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

1.9 (b) bear, tender number and name in the Invitation for Tenders and the words, "DONOT OPEN BEFORE," Wednesday, 28th July, 2021, at 10.00 A.M. East African time)

2.17.3 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".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 1.10 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than Wednesday, 28th July, 2021, at 10.00A.M (East African time)
- 2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended
- 2.19 Modification and Withdrawal of Tenders
- 2.19.1 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.
- 2.19.2 The Tenderer's modification or withdrawal notices shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 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.
- 2.20 Opening of Tenders
- 2.21 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at Ragati Road, N.H.I.F. Building Ministry of Environment and Forestry Conference room located at 12th floor on Wednesday, 28th July, 2021, at 10.00A.M (East African time)
- 2.21.1 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.21.2 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.
- 2.21.3 The Procuring entity will prepare minutes of the tender opening.

2.22 Clarification of Tenders

2.22.1 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 price or substance of the tender shall be sought, offered, or permitted.

2.22.2 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 tenderer's tender.

2.23 Preliminary Examination

2.23.1 The Procuring entity will examine the tender 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.

2.23.2 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.

2.23.3 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 effect the relative ranking of any tenderer.

2.23.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.23.5 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.

2.24 Conversion to Single Currency

2.24.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.25 Evaluation and Comparison of Tenders

2.25.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.25.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.25.3 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.

2.26 Preference

2.26.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.27 Contacting the Procuring entity

2.27.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.27.2 Any effort by a tenderer to influence the Procuring entity in its decision on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.28 Award of Contract

(a) Post-qualification

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

2.28.2 The determination will take into account the tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.28.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Tenders

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

2.29 Notification of Award

2.29.1 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.

2.29.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.30 Signing of Contract

2.30.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.30.2 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.

2.30.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.31 Performance Security

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

2.31.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate or call for new tenders.

2.32 Corrupt or Fraudulent Practices

2.32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.32.2 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.

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Section 1. Schedule of Requirements

Number	Description	Quantity	Delivery Time 24hour roster Start 0600 –1800HRS End 1800 - 0600HRS
1.	Snr. Supervisors	1 No.	Office Hours (0800–1700HRS)
2.	Supervisors	2 No.	0600-1800HRS 1800– 0600HRS
3.	Dog Handlers	5 No.	1800– 0600HRS
4.	Dogs	5 No.	1800– 0600HRS
5.	Guards (Incl. 1,2,3 as listed table.2)	35No.	0600-1800HRS 1800– 0600HRS

Listed here below are the services required:

	STATION	No. of Guards	No. of Dogs and Dog handlers	Supervisors
1.	Met. Dept headquarters	25	5	3 (one each for day & night duty with one Snr. Supervisor)
2.	Ngong Observatory	3	2	
3.	Transmitting station (enterprise road)	7	3	

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between the 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 Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement, installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer 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 tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all

copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amounts specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of cost to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.
- 3.9 Delivery and Documents
- 3.9.1 Delivery of the Services shall be made by the tenderer in accordance with the terms specified by the Procuring entity in its Schedule of Requirements and the Special Conditions of Contract
- 3.10 Insurance
- 3.10.1 The Services supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.
- 3.12 Payment
- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract
- 3.13 Prices
- 3.13.1 Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 3.14. Assignment
- 3.14.1 The tenderer shall not assign, in whole or in part, its obligation to perform under this Contract, except with the Procuring entity's prior written consent
- 3.15 Subcontracts
- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract
- 3.16 Termination for default

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

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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national arbitration. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity 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 goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relate to the GCC

STAGE TWO

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	10% of tender sum
3.12.1	Payment process will start after the provision of services.
3.18.1	Resolutions of disputes will be through the laid down Government of Kenya dispute resolution mechanism
	<p>Mandatory requirements</p> <ol style="list-style-type: none"> 1. Certificate of business incorporation/registration of the firm 2. Provide a list of shareholders/partners and the Directors with their contact details (CR 12) for a limited Company 3. Duly filled, signed and stamped Confidential Business Questionnaire (S33 form) 4. Bid security amounting to Ksh 200,000 (Bank guarantee, validity period 150 days from submission date) 5. Duly filled and signed form of tender 6. Valid and current Tax Compliance Certificate from Kenya Revenue Authority 7. All printed pages of the tender document must be numbered and serialized by the tenderer to follow the format 001..... To the last page of the document. 8. Duly filled and signed Declaration form that tenderer have never and shall not engage in any corrupt or fraudulent practices in the procurement proceedings, 9. Duly filled and signed Declaration form that the firm/person and his or her subcontractor if any is not debarred from participating in procurement proceedings 10. Duly filled and signed Declaration form that the firm/person is not guilty of any serious violation of fair employment laws and practices 11. Certified Certificate of registration as a member of private security providers association i.e. KSIA or PSIA 12. Certified copy of valid frequency license (not payment receipts) from Communications Authority (CA) in Kenya 13. Certified Copy of Current Business License from Nairobi City County or any other County where business is located 14. Power of Attorney (Authority of the person to sign) 15. Bid validity period (120 days from date of submission)

	<p>Note : The tenderers who do not satisfy any of the above mandatory requirements shall be considered non-responsive and will not be evaluated further</p>
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SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for Services. Tenderers are requested to submit with their offer the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specification sheets whether the services offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the services to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the product, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	MAXIMUM SCORE	PERCENTAGE SCORES
a)	Firms Experience; 1. Certified List of at least 5 major Corporate Clients and their recommendation letters. 2. Certified Copies of most recent award letters/contract for provision of security services for at least five 5 major Corporate Clients. 3. Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittance etc. (Attach duly certified letter from the local labour office)	30	
b)	Professional qualifications and experience of key personnel Certified List of at least five (5) key professional staff and their CVs, copies of certificates and responsibilities Qualifications in security management	20	
c)	Technical capability 1. No of operational vehicles/ motorcycles 2. No of vehicles mounted with mobile communication equipment 3. VHF/Radiocommunication Equipment connected to police network 4. Control room manned by competent controllers able to communicate competently in English and Kiswahili 5. No of trained dogs with medical certificates and availability of Trained Dog Master 6. Availability of dog carrier	25	28

d)	Financial Capability 1. Certified audited accounts for the last three (3) years. Proof of financial stability. 2. Proof of ability to pay salaries in advance 3. without depending on procuring entity's payment (working capital)	15	
e)	Guard strength No of guards (attach copies of NSSF and NHIF contribution certificates)	5	
f)	Insurance Policy Insurance policy for employees: Valid work injury benefit policy or group; Contractual liability insurance policy cover of not less than 10,000,000/- per event per Year. Attach certified copies of the policies.	5	
	TOTAL TECHNICAL SCORE	100	

Qualification Mark

The qualification mark shall be 70% (percent) for a bidder to qualify for the financial evaluation.

SECTION VI - SCHEDULE OF REQUIREMENTS

TENDER FOR PROVISION OF SECURITY SERVICES

The Department requires the following distribution of security arrangement. Please indicate your price against the requirement.

1.0 HEADQUARTERS AND INSTITUTE OF METEOROLOGICAL TRAINING AND RESEARCH (DAGORETTI CORNER)

ITEM	DISTRIBUTION	UNIT	NUMBER REQUIRED	REMARKS
1.1	Guards 24hrs	No.	17	
1.2	Dogs Day/Night	No.	5	
1.3	Dog's handlers Day/Night	No.	5	
1.4	Supervisors Day/Night	No.	2	
1.5	Senior supervisor In-charge	No.	1	
	Sub total		25	

2.0 TRANSMITTING STATION

2.1	Guards 24hrs	No.	7	
2.2	Dogs Day/Night	No.	3	
2.3	Dog handlers Day/Night	No.	3	
2.4	Supervisor Day/Night	No.	1	
	Sub total		7	

3.0 NGONG METEOROLOGICAL OBSERVATORY

3.1	Guards 24hrs.	No.	3	
3.2	Dogs Night	No.	2	
3.3	Dog handlers Night	No.	2	
	Sub total		3	

(B) CONTRACT PERIOD SHALL BE THREE YEARS (36 MONTHS)

Section G. Description of Services

Nature of Services

1. UNIFORM

The guards are expected to be smart at the sites all the time. They are expected to be in full, clean and smart uniform. This should include among others lanyard with whistle, name tag and a baton.

2. HANDING OVER/TAKING OVER

The incoming guards are expected to discuss with the outgoing guards overall matters concerning the security and report any shortcoming or observation to the Supervisor. The handing over/taking over reports should be entered in the occurrence book and signed by both guards.

In the event of shortcomings or observations, the Supervisor will promptly report such shortcomings or observations to the KENYAMEDEP Department's authorities and subsequently to the firm head office.

3. GUARDS ATTENDANCE REGISTER

The guard on duty will be required to enter the following details in the register. i) Guard's Number and Name
ii) Reporting/Leaving time and signature

4. PEDESTRIAN REGISTER

The following details shall be entered in the visitors' register:

- i) Date
- ii) Visitors' full names
- iii) Visitors ID Card Number
- iv) Visitors address
- v) Visitors pass card Number
- vi) Office or house to be visited
- vii) Time in
- viii) Time out
- ix) Visitor's signature

5. PRIVATE VEHICLES' REGISTER

The following details shall be entered in the register:- i)

- Date
- ii) Driver's Name
- iii) Vehicle's Registration Number
- iv) Office or house to be visited
- v) Number of passengers in the vehicle
- vi) Nature of the visit (private/official)
- vii) Time in
- viii) Driver's contacts and signature
- ix) Time out

GOVERNMENT VEHICLES (EXCEPT DEPARTMENT'S VEHICLES)

The following details shall be entered in the register:

- i) Date
- ii) Driver's name
- iii) Vehicle Registration Number
- iv) Time in
- v) Driver's signature
- vi) Time out

6. DEPARTMENT'S VEHICLES REGISTER

The following details shall be entered in the register:

- i) Date
- ii) Driver's Name
- iii) Vehicle Registration Number
- iv) Time out
- v) Destination and items carried in the vehicle
- vi) Driver's signature
- vii) Time in
- viii) Odometer reading in/out

8. OCCURRENCE BOOK (O.B.)

The guards shall at all time maintain an Occurrence Book for recording all occurrences. This book shall be inspected by the Department's Planning/Security Officer every morning or upon his request. This book shall contain the following information:

- i) Date
- ii) Time
- iii) Nature of occurrence
- iv) Remarks

9. SEARCHES

- i) The guards on duty shall be required to carry out a search on all vehicles either entering or leaving the main gate. All the items coming in must be recorded and delivery note produced.
- ii) A gate pass or official letter must accompany all items going out from an authorized officer. A copy of this pass/letter must be left at the main gate for filing. In case of doubt, the guard on duty must contact the Planning/Chief Supply Chain Management Officer or the Director for assistance.
- iii) In the case of personal belongings, the house owner must be available to clear the passage of the goods through the gate. This should then be noted in the Occurrence Book.
- iv) All persons using the main gate may be subjected to random search/check upon suspicion. If in doubt, the guards may contact the Planning/Security Officer for assistance. All students are required to have students' passes and may be required to produce them for identification purposes.

10. IN THE EVENT OF LOSS

In the event of a loss of the Department's property, the Supervisor on duty will be required to enter the incident in the Occurrence Book (O.B) outlining the circumstances leading to this loss. The same should be reported to the Department's authority within 12 hours from the time of occurrence. The supervisor will also be required to file the same report with the management of the Security firm.

The management should then forward to the Department a report of the findings and recommendations for compensation or litigation within 48 hours.

11 COMPENSATION

The Security firm shall be required to compensate the Department for loss occurring during the period of this contract.

12. DUTIES OF THE SUPERVISORS

The Supervisors will ensure that all guards have reported on time and smartly dressed in clean uniform ready for duty. They will be expected to patrol the area to ensure that the guards are alert and performing their duties as required. They will also ensure that handing over/taking over exercise is done properly and the necessary reports recorded in the OB.

They will maintain the OB and will be answerable to the Department's authority in case of an occurrence.

13. KEYS

The security guards will handle all the necessary keys.

14. GENERAL INSTRUCTIONS

- a) All guards shall remain at their designated areas at all times.
- b) No guard shall leave his area of operation unattended even if the taking over guard is late.
- c) In case of an accident, the guards are expected to raise an alarm by blowing their whistles and take the necessary action to contain the situation.
- d) All guards are expected to be conversant with the firefighting equipment and other security installations in place.
- e) All guards are expected to handle all emergencies and help to reduce panic, confusion, injuries, loss and damage to life and property.

N.B. All guards are expected to be alert and creative and implement the guards working instructions from time to time to supplement these instructions.

16. CLOCKING

The Department has security clocks and the Supervisor of the Guards will be required to check to ensure that the clock(s) are in working order and operational. The night guards and dog handlers will therefore, be required to clock using the keys installed at strategic points at an interval of 30 minutes. The clocking by night guards is expected to commence at 2121 hrs (9.21 p.m.) up to 0500 hrs. (5.00 a.m.).

There will be a total of 9 clocking keys at strategic points as follows:-

- 1 ~ Transmitting Station Aerial field guard post
- 1 ~ Transmitting Station Estate
- 1 ~ Transmitting Station Office
- 1 ~ Headquarters
- 1 ~ Opposite Block No. J – Estate
- 1 ~ Training School
- 1 ~ Hostel Block
- 1 ~ Ngong Met Observatory
- 1 ~ Public Weather Display site near KSTC

This security firm will be responsible for any damage to the clocks or loss of keys and must report any malfunctioning to the Security Manager or the Planning officer and Development within 24 hours.

(D) SPECIAL TENDER CONDITIONS

1. MAIN STATIONS/ LOCATIONS

- METEOROLOGICAL HEADQUARTERS, NGONG ROAD
- INSTITUTE FOR METEOROLOGICAL TRAINING & RESEARCH (IMTR),
- STAFF QUARTERS, NGONG ROAD
- TRANSMITTING STATION, Enterprise road
- NGONG METEOROLOGICAL OBSERVATORY

2. SPECIFIC DUTIES

(I) METEOROLOGICAL HEADQUARTERS, IMTR AND STAFF QUARTERS

- i) One Senior Supervisor Monday to Friday
- ii) One (1) Corporal or Supervisor and eight (8) day guards, Monday to Sunday from 0600 hours to 1800 hours daily.
- iii) Fifteen (15) night guards (incl. Five (5) dogs and Supervisor) from Monday to Sunday: from 1800 hours to 0600 hours daily.

1. DAY GUARDS

a) MAIN GATE

Two (2) guards will guard the main gate. They will facilitate smooth flow of pedestrians and vehicles in and out of the gate. They will also maintain the following registers.

b) HEADQUARTER'S ADMINISTRATION BLOCK

- i) One Senior Supervisor Monday to Friday to coordinate security matters from the main gate security office.
- ii) One guard corporal or Supervisor will man the reception area to direct visitors and maintain security and another guard will guard the rear exit/parking area.

c) HOSTEL'S RECEPTION

One (1) guard will be positioned here. They will control and monitor movement in and out of the hostel block, dining hall, T.V. room, games room. They will also ensure that no visitor and food are allowed into the hostel except with permission and proper entry made on the visitors/Occurrence Book (OB) for food supply. In addition they will be required to maintain general security at this block and ensure that only students are allowed in the hostel rooms. Further, the guards must ensure that:-

- i) Nothing is taken into the kitchen stores except authorized goods, which must be accompanied by delivery note(s) and where necessary weighing of the foodstuff is done.
- ii) Nothing is taken out of the kitchen unless accompanied by a gate pass.
- iii) Check the off-loading of goods destined for the kitchen, which must correspond with the delivery note quantity and note the same in the Hostel's Occurrence Book.

d) IMTR TUITION BLOCK/ LIBRARY

Only one (1) guard will be positioned in this area during the day to ensure that general security is maintained.

e) Main stores

One (1) guard will be positioned in this area during the day to ensure that general security is maintained

f) STAFF QUARTERS (HEADQUARTERS)

Two (2) guards will be positioned in this area (one to the lower side and the other to the upper side of the staff quarters) during the day to ensure that general security is maintained.

g) PUBLIC WEATHER DISPLAY BOARD

One (1) guard will be positioned in this area during the day to ensure that general security is maintained.

2. NIGHT GUARDS

a) MAIN GATE

Two (2) guards will be deployed here and will be expected to perform general security duties, together with maintaining all the registers.

b) HOSTEL AND ITS RECEPTION

One (1) guard will be deployed here to patrol and maintain general security duties in and outside the Hostel.

c) HEADQUARTERS AND CAR PARK AREA

One (1) guard (i.e. (1) dog/handler) will be deployed here to maintain general security of the inside/outside areas. These will include patrolling the corridors of the headquarters building and the carpark at night to ensure tight security is maintained at all times. They will also be responsible for the vehicles in the parking area and the rear of Supplies section.

d) PRINTING, ENGINEERING, INSTRUMENTS WORKSHOPS & STORES

One (1) guard (i.e. one (1) dog/handler) will be deployed here to ensure general security by constant patrols. He will also be responsible for the vehicles in the Parking area.

e) STAFF QUARTERS (HEADQUARTERS)

Two (2) night guards (incl. one (1) dog handler) will be deployed here to maintain general security by making constant patrols. They will also be responsible for vehicles in the parking area.

f) IMTR TUITION BLOCK

Two (2) guards and one (1) dog handler will be deployed here to maintain general security by making constant patrols. They will also be responsible for vehicles in the parking area.

g) BEHIND LIBRARY

One (1) guard will be positioned in this area to ensure that general security is maintained.

h) BORE HOLE

Only one (1) guard will be deployed here to ensure that general security is maintained.

j) PUBLIC WEATHER DISPLAY (PWD) SITE NEAR KSTC

Only one (1) guard (i.e. (1) dog handler) will be deployed here at night to make constant patrols near the PWD and ensure that general security is maintained.

k) RESEARCH CENTRE

One (1) dog/handler will be deployed here to ensure general security by constant patrols. He will also be responsible for the vehicles in the parking area.

(II) TRANSMITTING STATION

- i) One (1) guard and one (1) dog handler Monday to Sunday from 0600 hours to 1800 hours daily. Total one (1) guard and one (1) dog
- ii) Three (3) guards and three (3) dogs/dog handlers Monday to Sunday from 1800 hours to 0600 hours daily. Total six (6) guards and three (3) dogs

1. DAY GUARDS

TRANSMITTING STATION OFFICE

Only one Supervisor and one (1) guard will be positioned here to ensure that general security is maintained. He will also ensure that a gate pass or a letter from the officer in charge accompanies all items leaving the station.

- ii) STAFF QUARTERS (TRANSMITTING STATION)
One guard will be positioned in this area to ensure that general security is maintained.

- iii) AERIAL FIELD

One guard will be positioned in the aerial field guard post will be deployed here to maintain general security by maintaining constant patrols.

2. NIGHT GUARDS

i) TRANSMITTING STATION OFFICE

One (1) guard (i.e. one (1) dog handler) will be deployed here to maintain general security by maintaining constant patrols.

ii) STAFF QUARTERS (TRANSMITTING STATION)

One guard (i.e. one (1) dog handler) will be positioned in this area to ensure that general security is maintained.

- iv) AERIAL FIELD

One guard (i.e. one dog handler) in the aerial field guard post will be deployed here to maintain general security by maintaining constant patrols.

(III) NGONG MET. OBSERVATORY SITE

1. DAY GUARDS

One (1) guard during the day, Monday to Sunday from 0600 hours to 1800 hours daily.

2. NIGHT GUARDS

Two (2) guards (Incl. two (2) dogs and dog handlers) Monday to Sunday from 1800 hours to 0600 hours daily.

SECTION VII - PRICE SCHEDULE FOR GOODS

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

1.0 HEADQUARTERS AND INSTITUTE OF METEOROLOGICAL TRAINING AND RESEARCH (DAGORETTI CORNER)

ITEM	DISTRIBUTION	UNIT	NUMBER REQUIRED	UNIT COST	TOTAL COST	REMARKS
1.1	Guards 24hrs	No.	17			
1.2	Dogs Day/Night	No.	5			
1.3	Dog's handlers Day/Night	No.	5			
1.4	Supervisors Day/Night	No.	2			
1.5	Senior supervisor In-charge	No.	1			
	Sub total		25			

2.0 TRANSMITTING STATION

2.1	Guards 24hrs	No.	7			
2.2	Dogs Day/Night	No.	3			
2.3	Dog handlers Day/Night	No.	3			
2.4	Supervisor Day/Night	No.	1			
	Sub total					

3.0 NGONG METEOROLOGICAL OBSERVATORY

3.1	Guards 24hrs.	No.	3			
3.2	Dogs Night	No.	2			
3.3	Dog handlers Night	No.	2			
	Sub total					

Director Sign.....

Date.....

SECTION VIII- STANDARD FORMS

Notes on the sample Forms

1. Form of Tender- The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form- This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form- When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form- The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form- When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

8.1 FORM OF TENDER

Date _____
TenderNo. _____

To: _____

_____ [name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....[insert numbers]. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (.....(insert equipment description) 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 deliver install and commission the equipment in accordance with the delivery schedules specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by.....(Procuring entity).

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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this day of 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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
 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.

8.3 TENDER SECURITYFORM

Whereas..... [nameofthetenderer] (hereinaftercalled “the tenderer”) hassubmitted its tenderdated..... [dateofsubmission oftender]forthe supply, installation and commissioning of[nameand/ordescription oftheequipment](hereinaftercalled “the Tender”)..... KNOW ALL PEOPLE by these presents that WE of having our registered officeat(hereinaftercalled“theBank”),areboundunto [nameofprocuring entity} (hereinaftercalled “theProcuring entity”)inthe sumof..... for which paymentwellandtrulytobe made to the said Procuring entity, the Bankbindsitsself,itssuccessors,andassigns by these presents. Sealed withthe Common Seal ofthe said Bank this_____ day of 20 .

THE CONDITIONS of thisobligationare:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tendereron the TenderForm; or
- 2. Ifthe tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period oftender validity:
 - (a) failsor refusesto execute the Contract Form, if required; or
 - (b) failsorrefusestofurnishtheperformancesecurityinaccordancewiththe Instructionsto tenderers;

Weundertake to pay to the Procuring entity up to the above amount upon receipt ofitsfirst written demand, without the Procuring entity havingtosubstantiate its demand, provided that in itsdemandthe Procuringentitywillnotethatthe amountclaimed by it is due to it, owingtotheoccurrenceofoneorbothofthetwo conditions, specifying the occurredconditionorconditions.

This tenderguaranteewill remaininforceupto and including thirty (30) daysafterthe period oftendervalidity, and any demand in respectthereofshould reach the Bank notlaterthan the abovedate.

[signatureofthebank]_____
(AmendaccordinglyifprovidedbyInsuranceCompany)

8.4 CONTRACT FORM

THIS AGREEMENT made the day of 20 between
.....[name of Procurement entity] of [country of Procurement entity]
(hereinafter called "the Procuring entity") of the one part and [name
of tenderer] of [city and country of tenderer] (hereinafter called "the
tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods and has accepted a tender by
the tenderer for the supply of those goods in the sum of
..... [contract price in words and figures] (hereinafter called "the
Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by the (for the tenderer in the presence of ____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[nameofProcuring entity]

WHEREAS.....[nameoftenderer](hereinaftercalled“the tenderer”) hasundertaken , in pursuance of Contract No. _____ [refere
ncenumber ofthecontract]dated 20 to supply
.....[descriptionofgoods](hereinaftercalled
“the Contract”).

ANDWHEREASithasbeenstipulatedbyyouinthesaidContractthatthe tenderer shall
furnishyouwithabankguaranteebyareputablebankforthesum specifiedthereinas
securityforcompliancewiththeTenderer’sperformanceobligationsinaccordancewith 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.....[amountofthegaranteeinwords
andfigure]andweundertaketopayyou, upon your first writtendemand declaring the
tenderer to be in default under the Contract and without cavil or argument, any sum or
sums within the limits of.....[amountofguarantee]asaforesaid,
without you 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 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tenderer]

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 Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity 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 there-under or of any of the Contract documents which may be made between the Procuring entity 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 in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Your truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To [nameoftheProcuring entity].....

WHEREAS.....[name ofthe manufacturer]who areestablishedand reputablemanufacturersof [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No.[referenceoftheTender]fortheabovegoodsmanufacturedby us.

WeherebyextendourfullguaranteeandwarrantyaspertheGeneral Conditionsof Contractforthegoodsofferedfor supply bytheabovefirm against thisInvitation for Tenders.

[signatureforandonbehalfofmanufacturer]

Note: ThisletterofauthorityshouldbeontheletterheadoftheManufacturerand should be signed by a person competent.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

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

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

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

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

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

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

Bidder Official Stamp

8.1 1 SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

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

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

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

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

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

.....
.....
(Title) (Date) Bidder's Official Stamp (Signature)

8.1 2 SELF DECLARATION THAT THE PERSON/TENDERER WILL COMPLY WITH LABOUR LAWS AND WAGE REGULATION GUIDELINES.

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

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

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract. The key indicators on compliance for this are

- Payment of salaries in time - there should be no complaints from your staff of delayed salaries.
- Procuring entity may make Impromptu request for tax Compliance certificates from KRA and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a Compliance certificates from NSSF and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a Compliance certificate from NHIF and the same shall be submitted within seven days.

(Title)

(Signature)

(Date)

Bidders Official Stamp