



THE MERU NATIONAL
POLYTECHNIC

Technology for Innovation & Development

RE-ADVERTISEMNT - TENDER FOR
PROVISION FOR SECURITY SERVICES

TENDER NO. MNP /SECURITY/2019-
2020

SEPTEMBER 2019

SECTION I - INVITATION TO TENDER

TENDER REF No. MNP /SECURITY/2019-2020

DESCRIPTION: RE-ADVERTISEMENT - TENDER FOR PROVISION OF SECURITY SERVICES

- 1.1 The Meru National Polytechnic (herein referred to as the Procuring Entity) now invites sealed bids from bidders possessing the pre-requisite technical and financial capabilities for PROVISION OF SECURITY SERVICES
- 1.2 Interested eligible candidates may obtain further information at the Procurement office between 08:00am and 5:00pm or by sending an email to procurement@merunationalpolytechnic.ac.ke.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of KES.1,000.00 in cash or Bankers Cheque payable to Meru National Polytechnic or downloaded from the institution website www.merunationalpolytechnic.ac.ke or the government tenders portal <http://tenders.go.ke> free of charge.
- 1.4 A Pre-tender site visits shall be arranged for prospective candidates. Please confirm your attendance by sending an email, to procurement@merunationalpolytechnic.ac.ke indicating the company details.

DATE	TIME	VENUE
1 st October 2019	1000Hours- 1400Hours	Meru National Polytechnic

Tenderers are encouraged to visit the sites to enable them quote substantively.

- 1.5 Tenderers shall be required to submit Tender Security of KShs.100, 000.00 (or equivalent in freely convertible currency) in form of Banker's guarantee in the format provided in the tender document. Prices quoted by tenderers must be expressed in Kenya Shillings and should be net inclusive of all taxes and delivery costs, and shall remain valid for one hundred and twenty (120) days from the closing date of the tender.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked as follows: Original and a Copy - are to be enclosed in a plain sealed envelope marked with tender name and reference number and deposited in the tender box situated at the **Meru National Polytechnic** administration block addressed to the Principal **The Meru**

National Polytechnic P.O. Box 111-60200 Meru so as to be received **on or before** 9th October, 2019 at 12.00 noon. Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the Polytechnic's Housekeeping Conference Hall at 12:00 noon on 9th October, 2019.

1.7 Bidders who meet the following criteria, which must be demonstrated by attaching relevant documentary evidence, shall be considered for further evaluation.

- a. Must provide a bid bond of **Kenya shillings One hundred thousand (100,000)** which must remain valid for 120 days after the closing date of the tender in the form of bank guarantee from a reputable bank or any other form as provided for under the Public Procurement And Asset Disposal Act 2015.
- b. Provide valid tax compliance certificate issued by the Kenya Revenue Authority.
- c. Provide PIN certificates issued by the Kenya Revenue Authority.
- d. Company Certificate of Registration.
- e. Business permit
- f. Letters of recommendation from three (3) major clients
- g. Dully filled business questionnaire and Form of Tender.
- h. Evidence of adequate equipment and key personnel for the specified type of work.
- i. Copy of workman's compensation and Group Personal Accident Insurance, Third Party or Public Liability Insurance.
- j. Letter of Compliance issued by Ministry of Labour and showing compliance to Labour Requirements and in particular compliance to payment of minimum wage.
- k. Membership association certification to a professional body.
- l. Must attach audited Accounts for the last two years.

**TENDER NO. MNP/SECURITY/2019-2020 - RE –
ADVERTISEMENT -TENDER FOR PROVISION OF SECURITY
SERVICES**

“DO NOT OPEN BEFORE 12:00 NOON on 9TH , OCTOBER 2019”

**Addressed To: THE PRINCIPAL
MERU NATIONAL POLYTECHNIC
P.O. BOX 111-60200
MERU.**

Tenders may be deposited at Tender Box located at the MAIN RECEPTION, MERU NATIONAL POLYTECHNIC BEFORE 12:00 noon ON WEDNESDAY 9th OCTOBER 2019.

- 1.7 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings or any other freely convertible currency and shall remain valid for 120 days from the closing date of the tender
- 1.8 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Housekeeping Conference Hall at 12:00 noon on 9th October 2019.

**PROCUREMENT DEPARTMENT
FOR: CHIEF PRINCIPAL**

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The procuring entity's employees members, board members and their relative (spouse and , committee children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act .

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.2.2 Clause deleted

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract

- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) 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 Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential Business Questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price and shall take effect after 12 months after from the date of contract.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be Kshs. 100,000.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 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 procuring entity.

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 procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
or
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE; Time 12:00 noon on 9th OCTOBER, 2019**".

2.15.2 **The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".**

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than time 12:00 noon on 9th OCTOBER, 2019.
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no 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 procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 1200 HOURS ON 9th OCTOBER, 2019 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and who will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is

obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that

none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity 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 Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1	This invitation to tender is open to tenderers who are able to demonstrate that Security Services is their area of specialization, with proven experience and technical ability. Proof of ability to carry out the envisaged contract and availability of appropriate personnel, equipment, financial strength and managerial capacity are a prerequisite for tenderers. Interested firms must be Registered/Licensed with the relevant government Authority/Department(s) having jurisdiction where they render the services.
2.12.1	Tender Security shall be KShs.100,000.00 in form of a bank guarantee in the format provided in the tender document
2.15.1	The Bidder will be required to submit 2 copies of their bid marked “ORIGINAL” and “COPY”

The tenderer shall seal the original tender in an inner envelope and an outer envelope. The inner envelope shall itself contain two envelopes, "ORIGINAL" and "COPY"

Shall contain the following documents; clearly marked and arranged in the following order; -

- (i) Particulars of Tendering Company to include Company background, Firm's Organization Structure, VAT & PIN, Tax compliance, and Registration Certificate, Business Permit (MANDATORY)
- (ii) Tender Security of KShs.100,000.00 in form of a bank Guarantee in the format provided in the Tender Document (MANDATORY)
- (iii) Duly filled and completed Confidential Business Questionnaire, Form of Tender and Declaration Forms (MANDATORY)
- (iv) Copy of Workman's Compensation and Group Personal Accident Insurance, Third Party or Public Liability Insurance (MANDATORY)
- (v) Valid Certificate of good conduct from CID for management and supervisory staff. (MANDATORY)
- (vi) Letter of Compliance issued by Ministry of Labour and showing compliance to Labour requirements and in particular compliance to payment of minimum wage (MANDATORY)
- (vii) Experience in works of a similar nature and size for each of the last three years (2016, 2017 and 2018, and details of work under way or contractually committed with documentary proof and names and addresses of clients who may be contacted for further information on these contracts (attach extract copies of contracts, etc.)
- (viii) Certified copies of Audited Financial reports for the last two

years 2015 and 2016 (or 2017 and 2018 where available)

- (ix) Method of work Statement- should include but not limited to assignment of manpower, supervision of guards and frequency of the same, provision for backup security, recruitment and replacement of guards and feedback to Employer on incidents
- (x) List of personnel including Management Personnel Certified in Security Management and their Curriculum Vitae
- (xi) List of equipment (including models e.g. vehicles), their location and proof of ownership. Tenderers must provide proof of back up for both equipment and vehicles; provide assurance of routine and satisfactory maintenance to ensure that they are in good working condition at all times.
- (xiii) Membership association certification to a professional body (MANDATORY)

The documents should be addressed to the Polytechnic at the address given in the Invitation to Tender as follows:

The Principal
Meru National Polytechnic
P.O. Box 111 - 60200,
MERU.

And should bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE 12:00 noon on 9th October 2019."

The inner envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in

case it is declared “late” or unsuccessfully

If the outer envelope is not sealed and marked as required, MNP will assume no responsibility for the tender’s misplacement or premature opening.

2.22.1

Technical proposals shall be subjected to the following evaluation criteria:

- a) Certified copies of Audited Financial reports for the last two years 2015 and 2016 (or 2017 and 2018 where available)
(10 marks)
- b) Experience in works of a similar nature and size for each of the last three years (2016, 2017 and 2018, and details of work under way or contractually committed with documentary proof and names and addresses of clients who may be contacted for further information on these contracts (attach extract copies of contracts, etc.)
(30 marks)
- c) List of personnel including
 - Management Personnel Certified in Security Management and their Curriculum Vitae
 - Supervisors who are on permanent employment and must have at least five (5) years’ experience in supervisory and form four (4) level of education with 100% training in anti-terrorism, first aid, fire/safety and customer care. The supervisor shall be the liaison person with MNP Security Services Department.
 - Security Guards who are on permanent employment and must have at least two years’ experience in security duties and form four (4) level of education with 100% training in anti-terrorism, first aid, fire/safety and customer care.
(20 marks)
- d) Method of work Statement- should include but not limited to assignment of manpower, supervision of guards and frequency of the same, provision for backup security, recruitment and replacement of guards and feedback to Employer on incidents
(20 marks)
- e) List of equipment (including models e.g. vehicles, radios), their location and proof of ownership. Tenderers must provide proof of back up for both equipment and vehicles; provide assurance of routine and satisfactory maintenance

	<p>to ensure that they are in good working condition at all times. (20 marks)</p> <p>Candidates will require to score a minimum of 75% to proceed to the next stage of evaluation</p>
2.24.3	<p>Award of Tender is to the lowest evaluated bidder</p> <p>The contract will be awarded in whole</p> <p>Candidates with a poor previous performance record will not be considered for award.</p>
2.29.1	<p>Performance Security shall be KShs.100,000.00 in form of a bank guarantee in the format provided in the tender document</p>

SECTION III GENERAL CONDITIONS OF CONTRACT TABLE OF CONTENTS

- 3.1 Definitions
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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

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

3.6.2 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.

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

3.7.2 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 Procuring entity.

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

3.7.4 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 procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.11 Termination for Default

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

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

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

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

- 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

1.1.

3.3.1

The contract shall run for a period of (12) months with a possibility of renewal for a period of another (12) months maximum based performance and other factors.

This contract is for PROVISION OF SECURITY SERVICES within Meru National Polytechnic.

The MNP, from time to time and at any time, at its sole discretion, may extend the discharge of the contract to other MNP's facilities.

The Contractor shall provide security dogs and handlers in specified MNP premises as may be requested.

The Contractor shall be able to send a quick response and backup crew to the client premises at short notice as and when an emergency occurs.

The Contractor shall provide trained staff qualified in PROVISION OF SECURITY SERVICES necessary to provide satisfactory services in all areas:

- Supervisors who are on permanent employment and must have at least five (5) years' experience in supervisory and form four (4) level of education with 100% training in anti-terrorism, first aid, fire/safety and customer care. The supervisor shall be the liaison person with MNP's Security Services Department.

- Security Guards who are on permanent employment and must have at least two years' experience in security duties and form four (4) level of education with 100% training in anti-terrorism, first aid, fire/safety and customer care.

The Contractor shall provide qualifications certificates of its staff as required and shall employ additional staff and replace unsatisfactory staff within reasonable time after the written request of the Employer expressing dissatisfaction with the services provided by the existing staffing arrangements. Certificates of Good Conduct for any such new staff must be furnished to the MNP's Security officer for approval prior to deployment.

The Contractor shall be responsible for the provision of appropriate equipment to ensure quality security service. All guards must be fully equipped as follows:

- a. Peak Caps/Berets
- b. Whistles and Lanyards
- c. Torches and batteries
- d. Serviceable military boots Bows and arrows (where applicable)
- e. Other security equipment like electronic metal detectors among others will be an added advantage to the provider.
- f. Great Coats
- g. Sweaters
- h. Clean, presentable uniforms (shirts, ties & trousers for men and blouses, ties and skirts or trousers for ladies). i. Clubs
- j. Identification badges
- k. Communication equipment
- l. Umbrellas and any other protective gear
- m. Reflective mirrors

The contractor shall avail guards' salary structure as a proof that personnel are well paid and properly taken care of.

The Contractor shall ensure that all the regulations of the MNP affecting the security and safety of property in guarded premises are strictly adhered to.

The Contractor, through his Operations Site Manager and/or supervisors, shall present daily reports to the Employer on work programs and personnel assignment clearly indicating the area of operation. These reports shall be based on site inspections.

	<p>The Contractor shall produce in advance monthly deployment schedules of their personnel to contracted zones for the approval of the MNP's Security Officer.</p> <p>Maintenance of an Occurrence Book - The successful bidder shall provide all their guards with note books, pens or cards, where the supervisors will sign to certify their physical visits or change of guards, i.e. Occurrence Books and note any incidences during the execution of the works.</p> <p>Logistics - The Contractor shall make arrangements and be responsible at their own cost for the following:-</p> <ul style="list-style-type: none"> a. General transport requirements for all its personnel to and from the premises. b. Provision of accommodation and site offices for all personnel and operations where applicable. c. Provision of communication equipment at the assignment area <p>Insurance - Insuring its security officers and dogs engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties and;</p> <p>Sign Plates - The Contractor shall at own cost and subject to the prior approval thereof, provide sign plates indicating that the premises are being guarded by the security company and that guard dogs in use shall be utilized appropriately.</p> <p>The Contractor shall present detailed monthly reports on work carried out during the past month, projections for the next month and how it has related to his overall work-programme.</p> <p>The Contractor shall be liable for any loss suffered by MNP caused due to negligence of the security firm's employees.</p>
3.6	Performance Security shall be KShs.100,000.00 in the form of a bank guarantee in the format provided in the Tender Document
3.8	The Contractor shall invoice the MNP at the end of each month for the services rendered in that month. Invoices shall be supported by evidence of deployment of staff in form of copies of site attendance sheets certified by MNP's officials and approved

	<p>monthly deployment schedules for the invoiced duration.</p> <p>The amounts payable shall be determined by factoring the approved contract rates, less any deductions.</p> <p>Payment shall be within 30 days after invoice receipt and verification.</p>
3.14	<p>Resolution of disputes shall be through arbitration. Appointment of an Arbitrator shall be in accordance with the provisions of the Arbitration Act Cap 49 of the Laws of Kenya</p>
3.17	<p>Applicable laws shall be the laws of Kenya</p>

SECTION V – SCHEDULE OF REQUIREMENTS

No.	ZONES	DAY	NIGHT	TOTAL
1.	Main Gate, Administration Offices, Registrars Office and Business Department Offices.	5	5	10
2.	Library, Science Block and Business Classes.	1	1	2
3.	Electrical and Electronics Block, Mechanical Block, Centre of Excellence, Procurement Office and Central Stores.	1	1	2
4.	Ladies Hostels, Dining Hall and Kitchen, Deans Office and School Clinic.	-	2	2
5.	Upper farm, Storage tank, Water Intake, Conference Hall(VIP)	1	2	3
6.	Lower Farm, Pigsty, Chicken Shed and Farm Offices	1	1	2
7.	Automotive block, mechanical block, generator house and men's hostel area	1	1	2
8.	Off – campus (School of Agriculture, KK Hostels, Arithi Hostels, Annexxe Hostels, Giaki Farm and others)	5	8	13
	<u>TOTAL</u>	15	21	<u>36</u>

GENDER COMPOSITION

	<u>DAY</u>	<u>NIGHT</u>	<u>TOTAL</u>
Men	10	15	25
Women	6	5	11
<u>TOTAL</u>	16	20	<u>16</u>

SECTION VI – DESCRIPTION OF SERVICES

Note that all the security specifications provided are a minimum and must be met by all bidders and contractors for the entire duration of the contract

2. ADMINISTRATION REQUIREMENTS (Specifications)

- 2.1. Maintenance of an Occurrence Book - The successful bidder shall provide all their guards with note books, pens or cards, where the supervisors will sign to certify their physical visits or change of guards, i.e. Occurrence Books and note any incidences during the execution of the works.
- 2.2. Equipment - All guards must be fully equipped as follows:-
 - a. Peak Caps/Berets
 - b. Whistles and Lanyards
 - c. Torches and batteries
 - d. Serviceable military boots Bows and arrows (where applicable)
 - e. Other security equipment like electronic metal detectors among others will be an added advantage to the provider.
 - f. Great Coats
 - g. Sweaters
 - h. Clean, presentable uniforms (shirts, ties & trousers for men and blouses, ties and skirts or trousers for ladies).
 - i. Clubs
 - j. Identification badges
 - k. Communication equipment
 - l. Umbrellas and any other protective gear
 - m. reflective mirrors
- 2.3. Logistics - The Contractor shall make arrangements and be responsible at their own cost for the following:-
 - a. General transport requirements for all its personnel to and from the premises.
 - b. Provision of accommodation and site offices for all personnel and operations where applicable.
 - c. Provision of communication equipment at the assignment area
- 2.4. Insurance - Insuring its security officers and dogs engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties and;

- 2.5. The Contractor shall avail copies of insurance cover in respect thereof and proof of payment of current premium and must have sufficient cover.
- 2.6. Sign Plates - The Contractor shall at own cost and subject to the prior approval thereof, provide sign plates indicating that the premises are being guarded by the security company and that guard dogs in use shall be utilized appropriately.

3. OPERATIONAL SPECIFICATIONS

S/NO Operational Specifications (Service & other Key Requirements)

- a. Safeguarding and protecting the MNP's personnel, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect all MNP's rented premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required providing continuous surveillance. While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the security supervisor and close and lock gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
- b. Ensure that all the regulations of the MNP affecting the security and safety of property in guarded premises are carried out. A copy of regulations shall be given to the winning Contractor together with other contract documents.
- c. Any interference to the perimeter protection of the premises to be identified and reported to the respective security supervisor immediately.
- d. Shall deter the commission of assault, robberies, rapes and other violent crimes by deploying well-trained guards and alert the respective security supervisor.
- e. All visitors and customers to the MNP's premises to be courteously received assisted and directed.
- f. Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
- g. Shall prevent the occurrence of fires, explosions and other catastrophes by close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
- h. Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security.
- i. Ensure that fire-fighting equipment remain in designated locations and are not interfered with. In addition ensure that the right firefighting equipment is used to extinguish fire when it occurs.
- j. Record all vehicles visiting the premises and verify gate-passes issued to visitors.

- k. Ensure that before MNP property is removed authorization is obtained from the relevant authorities.
- l. Maintain an occurrence book to record daily occurrences of security interest by management and other persons concerned.
- m. Regulate human traffic in all MNP stations offices and customer's access respective service counters in an orderly manner without delay.
- n. Guard assigned MNP premises against terrorism by ensuring thorough access controls, screening and/or searching of personnel and vehicles using own handheld metal detectors and under search mirrors for key office premises, detect and deal with suspicious characters.
- p. The successful bidder shall be liable for any loss suffered by MNP caused due to negligence of the security firm's employees.
- q. The bidder shall provide security dogs and handlers in specified MNP premises as may be requested.
- r. The successful bidder shall be able to send a quick response and backup crew to the client premises at short notice as and when an emergency occur.
- s. The successful bidder shall be required to have and or to install own guards monitoring system that is semi or fully automated.
- T The successful bidder shall avail guards' salary structure as a proof that personnel are well paid and properly taken care of.

4. DURATION

- 4.1. The contract shall run for a period of (12) months with a possibility of renewal for a period of another (12) months based on performance.

5. EXPECTED OUTCOME

- 5.1. Internal and external customer satisfaction.
- 5.2. Availability and provision of information that will improve the security posture of Meru National Polytechnic.
- 5.3. Minimized prevalence of insecurity incidences.

6. EXPERTISE REQUIRED

- 6.1. The Contractor shall be required to assign competent personnel with proven and practical expertise to this assignment. There are two types of personnel required as follows:
 - 6.1.1. Supervisor who are on permanent employment and must have at least five (5) years' experience in supervisory and form four (4) level of education with 100% training in anti-terrorism, first aid, fire/safety and customer care. The supervisor shall be the liaison person with MNP Security Services Department.
 - 6.1.2. Security Guards who are on permanent employment and must have at least two years' experience in security duties and form four (4) level of education with 100% training in anti-terrorism, first aid, fire/safety and customer care.
 - 6.1.3. All staff must be well disciplined, dressed appropriately and of high integrity.

7. AREA OF OPERATION & ESTIMATED EFFORT

- 7.1. The contract shall be executed in Meru National Polytechnic facilities
- 7.2. MNP, from time to time and at any time, at its sole discretion, may extend the discharge of the contract to other MNP facilities.

8. REPORTING REQUIREMENTS

- 7.1 The successful security firm shall be forwarding weekly, monthly, quarter yearly and annual security reports to the Head of Security Services, MNP covering all facilities where services are provided.

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 procuring entity 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 procuring entity 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 procuring entity 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 VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

MANIPAL

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____ Page ____ of _____

Zone
(As specified in
schedule of
requirements)

Monthly Rate per Guard

Monthly Rate per Dog and
Dog Handler

1

2

3

4

5

6

7

8

9

10

11

Note: VAT should be indicated separately

Signature of tenderer

CONTRACT FORM (for information only)

THIS AGREEMENT made the ____day of _____20____between.....THE MERU NATIONAL POLYTECHNIC of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for provision of security services. Viz..... and has accepted a tender by the tenderer for the provision of those services in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE (MANDATORY)

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.....

Continued in next page...

...continued from previous page

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	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

Name	Nationality	Citizenship details
------	-------------	---------------------

Shares

1.
2.
3.
4.

Date.....Signature of Candidate.....

DECLARATION FORM (MANDATORY)

Date _____

To _____

The tenderer i.e. (name and address) _____
_____ declare the
following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

TENDER SECURITY FORM
(to be filled by bank)

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 procuring entity](hereinafter called "the Bank")are bound unto.....

[name of procuring entity](hereinafter called "the procuring entity") in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

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

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

[signature of the bank]

PERFORMANCE SECURITY FORM (for information only)

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

_____ *[address]*

_____ *[date]*

BANK GUARANTEE FOR ADVANCE PAYMENT (for information only)

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 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 institution], 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 thereunder 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 and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

.....
[name of bank or financial institution]

.....
[address]

LETTER OF NOTIFICATION OF AWARD (for information only)

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