

**NAFAKA SACCO SOCIETY LIMITED**

**QUOTATION DOCUMENT FOR:**

**PROVISION OF SECURITY GUARD SERVICES FOR NAFAKA SACCO SOCIETY  
LIMITED**

**QUOTATION NO. NAF/15/2020**

**NAFAKA SACCO SOCIETY LIMITED**

**NAIROBI SILOS COMPLEX**

**DONHOLM**

**P.O. BOX 30586**

**NAIROBI.**

## **SECTION A – INVITATION TO BIDDER**

1.1 **Nafaka SACCO society limited (The SACCO)** invites sealed Bidders from eligible candidates for the Provision of Security Guarding Services at the Head Office.

1.2 Complete quotation documents may be obtained from **Nafaka SACCO society limited website (nafakasacco.co.ke.)**

1.3 Interested eligible candidates may obtain further information from **the CEO Nafaka SACCO society limited** , Nairobi grain silos complex, Dohnholm, Off outer-ring road between 9:00 am and 5:00 pm during working days.

1.4 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 60 days from the closing date of the Bidder.

1.5 Completed Bidder Documents in plain sealed envelopes marked **PROVISION OF SECURITY GUARD SERVICES** should be delivered to at Nafaka SACCO society limited offices, located at Nairobi grain silos complex, Dohnholm, Off outer-ring road on or before the closing date on **31<sup>st</sup> August , 2020**

**Chief executive officer**  
**NAFAKA SACCO SOCIETY LIMITED**

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## **SECTION B: INTRODUCTION**

### **PRELIMINARIES AND GENERAL INFORMATION**

Bidders are required to carefully read the following specifications and conditions that will apply when the contract is awarded to the successful bidder and seek any clarification required before submission of their Bidder.

Any act of collusion that may distort normal competitive conditions may cause the rejection of the Bidders concerned. By participating in this Bidder, Bidders certify not to be involved in such acts of collusion.

Bidders must be returned complete and will be opened in the presence of Bidders or their assigned representatives at the time and venue stated in the letter of invitation to Bidder. Incomplete Bidders or Bidders received after the stated time will be returned unopened.

Bidders are invited in accordance with the documents issued. Counter-offers submitted with Bidders will not be considered; letters of qualification with Bidders may be ignored if they have the effect of modifying either the terms of a Bidder or the comparability of a Bidder with other Bidders.

Should a Bidder, in good faith, wish to propose modifications to the terms, conditions and contents for the purpose of reducing the Bidder amount, then he shall contact the Procuring Entity in writing well before the date of Bidder opening. Should the proposed modification be approved by the Procuring Entity all Bidders will be advised in good time for the modification of their Bidders. No proposed modification will be considered unless this procedure has been adopted.

All deletions, additions and corrections to figures inserted in the Bidder documents are to be countersigned by the Bidder.

#### **2. The details of the Employer are:**

**Nafaka sacco society limited**

**P.O. Box 30586-00100**

**NAIROBI**

**Tel: 0728102039**

**Email: nafakasaccsociety@yahoo.com or inafakasaccsociety@gmail/com**

## SECTION C: INSTRUCTIONS TO Bidders

### 2.1 Eligible Bidders

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

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

2.1.3. Bidders shall provide the qualification information statement that the Bidder (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 Bidders.

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

### 2.2 Cost of quotation document

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

2.2.2 The Bidder document is offered to interested bidders

### 2.3 Contents of Quotation documents

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

- i) Instructions to Bidders
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of Quotation
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Bidder security form

2.3.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidder documents. Failure to furnish all information required by the Bidder documents or to submit a Bidder not substantially responsive to

the Bidder documents in every respect will be at the Bidders risk and may result in the rejection of its Bidder.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the Bidder document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for Bidders. The Procuring entity will respond in writing to any request for clarification of the Bidder documents, which it receives no later than seven (7) days prior to the deadline for the submission of Bidders, 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 Bidders who have received the Bidder documents.

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

## **2.5 Amendment of documents**

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

2.5.2. All prospective Bidders who have obtained the Bidder 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 Bidders reasonable time in which to take the amendment into account in preparing their Bidders, the Procuring entity, at its discretion, may extend the deadline for the submission of Bidders.

## **2.6 Language of Bidder**

2.6.1. The Bidder prepared by the Bidder, as well as all correspondence and documents relating to the Bidder exchanged by the Bidder and the Procuring entity, shall be written in English language. Any printed literature furnished by the Bidder 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 Bidder, the English translation shall govern.

## **2.7 Documents Comprising the Bidder**

The Bidder prepared by the Bidder shall comprise the following components:

- (a) A Bidder Form and a Price Schedule completed in accordance with clause 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the Bidder is eligible to Bidder and is qualified to perform the contract if its Bidder is accepted;
- (c) Confidential business questionnaire.

## **2.8 Form of Bidder**

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

## **2.9 Bidder Prices**

2.9.1 The Bidder shall indicate on the Price schedule the unit prices where applicable and total Bidder 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 Bidder shall remain fixed during the term of the contract unless otherwise agreed by the parties. A Quotation submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.

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

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

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

## **2.10 Bidder Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings



## **2.11 Bidders Eligibility and Qualifications.**

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

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

## **2.13 Validity of Bidders**

**2.13.1** Bidders shall remain valid for 60 days or as specified in the invitation to Bidder after date of Bidder opening prescribed by the Procuring entity, pursuant to paragraph 2.16. A Bidder valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

## **2.14 Format and Signing of Bidder**

**2.14.1** The Bidder shall prepare at least a copy of the quotation, clearly / marked "**QUOTATION FOR PROVISION OF GUARDING SERVICES**"

**2.14.2** The Quotation shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

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

## **2.15 Sealing and Marking of Bidders**

The Bidder shall seal the the Bidder in envelopes, duly marked as "**QUOTATION FOR PROVISION OF GUARDING SERVICES**" The envelope shall then be sealed in an envelope. The envelopes shall:

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

## **2.16 Deadline for Submission of Bidders**

- 2.16.1 Bidders must be received by the Procuring entity at the address specified under paragraph 2.15 not later than **31st August, 2020 at 3.00 o'clock**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of Bidders by amending the Bidder 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 Bidders which will not fit in the Bidder box shall be received and registered at the tellers counter

## **2.17 Modification and withdrawal of Bidders**

2.17.1 The Bidder may modify or withdraw its Bidder after the Bidder's submission, provided that written notice of the modification, including substitution or withdrawal of the Bidder's is received by the procuring entity prior to the deadline prescribed for the submission of Bidders.

2.17.2 The Bidder'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, email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bidders.

2.17.3 No Bidder may be modified after the deadline for submission of Bidders.

2.17.4 No Bidder may be withdrawn in the interval between the deadline for submission of Bidders and the expiration of the period of Bidder validity specified by the Bidder on the Bidder Form. Withdrawal of a Bidder during this interval may result in the Bidder's forfeiture of its Bidder 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 Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

## **2.18 Opening of Bidders**

2.18.1

The Procuring entity will open all Bidders in the presence of Bidders' representatives who choose to attend, on **31<sup>st</sup> August, 2020 at 3.00 o'clock**

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

2.18.3 The Bidders' names, Bidder modifications or withdrawals, Bidder prices, discounts, and the presence or absence of requisite Bidder 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 Bidder opening which will be submitted to the Bidders that signed the Bidder opening register and will have made the request.

## **2.19 Clarification of Bidders**

2.19.1 To assist in the examination, evaluation and comparison of Bidders the procuring entity may at its discretion , ask the Bidder for a clarification of its Bidder. 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 Bidder to influence the procuring entity in the procuring entity's Bidder evaluation, Bidder comparison or contract award decisions may result in the rejection of the Bidders Bidder.

Comparison or contract award decisions may result in the rejection of the Bidders' Bidder.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the Bidders 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 Bidders 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 Bidder will be

rejected, and its Bidder 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 Bidder which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the Procuring entity will determine the substantial responsiveness of each Bidder to the Bidder documents. For purposes of these paragraphs, a substantially responsive Bidder is one which conforms to all the terms and conditions of the Bidder documents without material deviations. The Procuring entity's determination of a Bidder's responsiveness is to be based on the contents of the Bidder itself without recourse to extrinsic evidence.

2.20.5 If a Bidder is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder 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 Bidder closing provided by the central bank of Kenya.

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

2.22.1 The procuring entity will evaluate and compare the Bidders 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 Bidder will take into account, in addition to the Bidder 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 Bidder;
- (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 Bidders shall be performed at the time specified in the Schedule of Requirements. Bidders 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.**

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

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

2.22.6 To qualify for contract awards, the Bidder 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.

2.22.7 Bids shall be evaluated and results communicated to the successful Bidder promptly under the following evaluation criteria:-

No.	Item of Evaluation	Score
1.	Price	65
2.	Track Record/Reference	15
3.	Membership certificates/ letter from KSIA or PSIA.	10

4.	Curriculum of at least two senior Staff	10
<b>Total:</b>		<b>100</b>

## 2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no Bidder shall contact the procuring entity on any matter relating to its Bidder, from the time of the Bidder opening to the time the contract is awarded.

2.23.2 Any effort by a Bidder to influence the procuring entity in its decisions on Bidder evaluation Bidder comparison or contract award may result in the rejection of the BiddersBidder.

## 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 Bidder that is selected as having submitted the lowest evaluated responsive Bidder is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Biddersqualifications submitted by the Bidder, 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 Bidder. A negative determination will result in rejection of the Bidder's Bidder, in which event the Procuring entity will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### b) Award Criteria

2.24.3 Subject to paragraph 2.28 the Procuring entity will award the contract to the successful Bidder whose Bidder has been determined to be substantially responsive and has been determined to be the lowest evaluated Bidder, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any Bidder and to annul the Bidding process and reject all Bidders at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the procuring entity's action. If the procuring entity determines that none of the Bidders is responsive; the procuring entity shall notify each Bidder who submitted a Bidder.

2.24.5 A Bidder who gives false information in the Bidder 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 Bidder validity, the Procuring entity will notify the successful Bidder in writing that its Bidder 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 Bidder and the procuring entity pursuant to clause 2.26. Simultaneously the other Bidders shall be notified that their Bidders have not been successful.

## **2.26 Signing of Contract**

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

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder 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 (thirty) days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Corrupt or Fraudulent Practices**

2.27.1

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



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

2.27.3 Further, a Bidder 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 THE Bidders

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

### SPECIAL NOTES TO ALL Bidders

1. The Bidder is required to check the number of pages in this document and should any be found to be missing or the figures indistinct, he must inform the Procuring Entity at once and have the same rectified. Should the Bidder be in doubt about the precise meaning of any item, words or figures, or for any reason whatsoever observe any apparent omission of words or figures, he must inform the Procuring Entity in order that the correct meaning may be decided upon before the date for the submission of the Bidders.
2. The Bidder shall not alter or otherwise qualify the text of these specifications. Any alteration or qualification made without prior notification to the Procuring Entity and receipt of his written authority will be ignored and the text of the specification as printed will be adhered to.
3. The Bidder will be required to submit his Bidder in accordance with the specifications and all conditions in this Bidder document.
4. Bidders who may wish to familiarize themselves with location where guarding services are needed before Bidding are free to do so. Arrangement for accessing the site during Bidding period will be made with the **Accountant – Nafaka SACCO society limited**. No claims for lack of information will be entertained after opening of the Bidders.
5. All prices entered in the schedule of prices shall be **in Kenya Shillings** inclusive of all Government taxes and no claims for lack of understanding or omission in this regard will be accepted after the award of the Bidder. Therefore, Bidders are required to ask for clarifications where and if necessary before submitting their Bidders.
6. The Bidder shall include all preliminaries e.g. insurance, security etc in the priced items. A separate claim for preliminaries will not be honoured.
7. The Bidder shall remain valid for 90 days from the date of Bidder opening.

8. If the supplier has any specific conditions with regard to this Bidder he should specify them with the Bidder. Such conditions will not be accepted after the award of the Bidder.

## 9. MANDATORY REQUIREMENTS

Bidders shall qualify for consideration of their Bidder only if they will have provided the following documents as part of their Bidder:

- ⊗ A copy of Certificate of Incorporation certified;
- ⊗ A copy of the current/ valid Tax Compliance Certificate issued by the Kenya Revenue authority;
- ⊗ A copy of the workman's compensation insurance cover.

10. The Bidders should indicate their personnel strength with indicative administrative structure, organization and arrangements in relation to guard supervision.

11. The Bidders should have relevant infrastructure related to provision of security guarding services such as vehicles, motor-cycles, back-up arrangements etc.

12. The Bidders should have appropriate security equipments such as panic buttons, a twenty four hour manned control room, communication apparatus etc.

13. Bidders should provide details of their personnel recruitment process highlighting the key security vetting strategies employed.

14. Bidders should provide a general training schedule/ program of their guards

## **SECTION D: 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 Bidder 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 Bidder 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 Bidder is required to provide to the Procuring entity under the Contract.
- d) —The Procuring entity means the Nafaka sacco society limited
- 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 superceded by provisions of other part of contract.

### **3.3 Standards**

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

### **3.5 Patent Right" s**

The Bidder 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 Inspections and Tests**

3.6.1 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 Bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the Bidder or its subcontractor(s). If conducted on the premises of the Bidder 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.

3.6.3

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

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

### **3.7 Payment**

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

### **3.8 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 Bidder in its Bidder or in the procuring entity's request for Bidder 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.

### **3.9 Assignment**

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

### **3.10 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 Bidder, terminate this Contract in whole or in part:

- a) if the Bidder 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 Bidder fails to perform any other obligation(s) under the Contract.
- c) if the Bidder, 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 Bidder 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

### **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 E: DESCRIPTION OF SERVICES**

### **1. Scope of the Service**

The service involves provision of private guarding services to Nafaka SACCO society limited facilities as detailed below:

A. Nafaka SACCO society limited banking facilities to provide security for the whole building during the day and night

B. Night guard for the external door and Nafaka SACCO society limited and building.

## **2. Commencement Date**

The commencement date for the contract with the successful bidder shall be specified at the time of signing the contract.

## **3. Contract Period**

The Contract with the successful bidder shall be for a period of two years.

## **4. Payment Procedures**

Payment to the successful bidder shall be made on monthly invoice after certification of the services rendered by the Accountant

## **5. Termination of Contract**

Termination of the contract shall be done by either party giving the other a one month notice or due to a force majeure.

## **6. Arbitration**

Any dispute pertaining to the contract that cannot be resolved amicably between the two parties shall be taken to a court of competent jurisdiction by either party in accordance with the Laws of Kenya.



## SECTION F: BIDDER QUALIFICATION AND AWARD

### A. Mandatory Requirements (MR)

#### MANDATORY REQUIREMENTS

The following mandatory requirements must be met notwithstanding other requirements in the documents:

1. Provide documentary evidence of the company's Certificate of Incorporation
2. Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA)
3. Provide 3 copies of recommendation letters from your top clients
4. Copies of PIN certificate.
5. Copy of membership certificates/ letter from KSIA or PSIA or recognized security agency

#### PRICE BID TABLE

Item Description	QTY	Unit Price (Kshs.)	Total Cost (Kshs.)	Delivery Period
Provision of security guard services for Nafaka SACCO society limited	2			