



Let Good Be Told In Us-NYARWEK Network

P.O. BOX 2897-40100,
KISUMU COUNTY

TENDER No.: NWK/TN/01/2018
TENDER TITLE: PROVISION OF DAY AND NIGHT SECURITY GUARD SERVICES
LOCATION: TOM MBOYA ESTATE KISUMU, VIHIGA, KAKAMEGA & BUNGOMA.
CONTACT: +254786 665 151

DATE OF ISSUE: 2ND APRIL, 2018
DATE OF CLOSURE: 16TH APRIL, 2018
TIME: 12 NOON

Section I: INVITATION TO TENDER

Dear Sir/ Madam,

RE: Invitation for Tender for the Provision of Security Services both day and night guards

Location: NYARWEK Office premises at Tom Mboya Estate in Kisumu, Kakamega, Vihiga and Bungoma.

Scope: Day and Night

This invitation comes to you on behalf of the Board of Directors and Management (hereafter referred to as the Organization) inviting you to submit a tender in relation to provision of the services mentioned above.

The following entails the provision of security services to the office premises in the specified locations.

No.	Particulars	Frequency
1.	Availability of a presentable and professional day time security guard at the gate of the office premises	Daily
2.	Availability of a presentable and professional night time security guard at the gate of the office premises	Daily
3.	Proper supervision of both day and night security guard	Daily

To effectively and successfully respond to this invitation, please take time to read through section II and III carefully. This will guide you on what to expect prior, during and post your application to this tender.

In case of any enquiries, please contact the Organization through the under signed or his delegatee.

Kind Regards

**The Executive Director
NYARWEK**

Section II: INTRODUCTION

1. Tender Scope

NYARWEK, (Herein referred to as “The Procuring Entity”) invites Tenders for **Day and Night Security Guard Services at NYARWEK Office premises at Tom Mboya Estate and its specified locations.**

The successful Tenderer will be expected to provide the aforementioned service for the period beginning 23rd April, 2018 to 31st, December 2019.

The objectives of the tender are listed in the Tender Sheet under section IV. These are mandatory requirements. Any subsequent detail is offered to support these objectives and must not be used to dilute their importance.

2. Tender Eligibility

- a) 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.
- b) County and National Tenderers shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya on matters of security.

3. Tender Cost

The price to be charged for the tender document shall be Kshs. 3,000/= and payable via;

Bank: **Commercial Bank of Africa**
Branch: **Kisumu branch**
Account Number: **7783970045**
Account Name: **Let Good Be Told In Us (CBO)**
Swift Code: **CBAFKENX**

4. Tender Submission

Please submit the duly completed and signed Form of Tender (*Section V*) in a sealed envelope marked “Confidential” and highlight as Tender Document for Provision of Security Guard Services at NYARWEK Network Offices in Tom Mboya Estate and its specified locations.

The tender documents can be dropped at the tender box in our head office: Indusi rd, off Nyerere rd. Tom Mboya estate in Kisumu or can sent through our organization email address info@nyarwek.org on or before 16th April, 2018 at 12 Noon.

LATE SUBMISSION WILL NOT BE CONSIDERED.

Section III: TENDER PROCEDURES

1. Funds Payment

Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity as well as statutory deductions as detailed in the Laws of Kenya.

2. Conflict of Interest

The tenderer(s) shall not have a conflict of interest as related to association, relationship which may influence the tender results as an aspect of canvassing. Tenderer(s) found to have a conflict of interest shall be disqualified with no prior notice, warning or explanation. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:

- a) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process.
- b) Are associated or have been associated in the past directly or indirectly with employees or agents of the Procuring Entity or a member of a board or committee of the Procuring Entity

3. One tender per tenderer

- a) A firm shall submit only one Tender, in the same Tendering process, either individually as a Tenderer or as a partner in a joint venture.
- b) No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same Tendering process.
- c) A firm, if acting in the capacity of subcontractor in this Tender, may participate in more than one Tender but only in that capacity.
- d) A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.

4. Tender Qualifications

Tenderer(s) shall submit offers that comply with the requirements of the Tendering objective(s), including the basic Tenderer's technical capacity as indicated in the specifications.

5. Cost of Tendering

The Tenderer(s) shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

6. Site Visit

- a) The Tenderer(s), at the Tenderer's own responsibility, is advised to visit and examine the Procuring Entity's working space and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract. The cost of visiting the site shall be the Tenderer's responsibility.
- b) The Procuring Entity may conduct a site visit and a Pre-Tender meeting. The purpose of the Pre-Tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c) The Tenderer's designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time to be communicated by the Procuring Entity.
- d) The Tenderer is requested as far as possible, to submit any questions in writing or by electronic means to reach the Procuring Entity before the pre-Tender meeting as it may not be practicable at the meeting to answer all questions.

- e) Non-attendance during the site visit or pre-Tender meeting will not be a cause for disqualification of a Tenderer.

7. Tender Validity Period

- a) According to the Procuring Entity, all Tenders shall remain valid for the period of 2 months after the Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- b) In exceptional circumstances, prior to expiry of the original Tender validity period, the Procuring Entity may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by email.

8. Format and Signing Of Tender

- a) The Tenderer shall prepare one original of the documents comprising the Tender and clearly marked "ORIGINAL". In addition, the Tenderer shall submit copies of the Tender and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.
- b) The original and all copies of the Tenders shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation. The name and position held by each person signing the authorization must be typed or printed below the signature.

9. Opening and Evaluation of Tenders

- a) A tender committee within the Procuring Entity shall be set up particularly to respond to the tenders.
- b) All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and such other details as the appropriate tender opening committee may consider appropriate, will be announced by the Secretary of the Tender Opening Committee at the opening. This will be at the Procuring Entity's head office.
- c) Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Tenderer's Tender.
- d) The Secretary of the appropriate tender opening committee shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderers and whether or not there is a withdrawal, substitution or modification, the Tender price, including any discounts and alternative offers.

10. Clarification of Tenders

- a) To assist in the examination, evaluation, comparison of Tenders and post-qualification of the Tenderer, the Procuring Entity may, at its discretion, ask a Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.
- b) The request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to

confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Tenders.

- c) From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender it should do so in writing.

11. Determination of the tender prices

- a) The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
- b) 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.
- c) The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer.

12. Award of Contract

- a) Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:
 - 1) Eligible in accordance with the requirements
 - 2) Is determined to be qualified to perform the Contract satisfactorily;
 - 3) Successful negotiations have been concluded.
- b) Clarifications may be undertaken with the lowest evaluated Tenderer relating to the following areas:
 - 1) A minor alteration to the technical details of requirements;
 - 2) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Tendering documents;
 - 3) A minor amendment to the Contract;
 - 4) Finalizing payment arrangements;
 - 5) Mobilization arrangements;
 - 6) Agreeing final work schedule to accommodate any changes required by the Procuring Entity;
 - 7) The methodology or staffing; or
 - 8) Clarifying details that were not apparent or could not be finalized at the time of Tendering.

13. Procuring Entity's Right to Refuse all Tenders

- a) The Procuring Entity reserves the right to accept or reject any tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers.
- b) Notice of the rejection of all Tenders shall be given promptly within 14 days to all Contractors that have submitted Tenders.
- c) The Procuring Entity shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.

14. Notification of Award

- a) The Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period by e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Tenderer in consideration of the provision of services as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

15. Signing Contract

- a) Promptly, and in no case later than 14 days, after notification, Procuring Entity shall send the successful Tenderer the Agreement and Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.
- b) Within the period specified in the notification or Tender but not earlier than fourteen (14) days since notification of award of contract, the successful Tenderer shall sign and date the contract and return it to the Procuring Entity.

Section IV: SUPPORTING DOCUMENTS

1. List of Requirements and Documents to be submitted (for Services)

- a) A minimum number of years of experience providing security services
- b) A chart showing the management structure of the company
- c) Directors and key management staff profiles.
- d) List of associate firms / subsidiaries (Where applicable)
- e) Client reference for similar service for the last two years (at least 2 clients)
- f) Copies of company registration documents, including Business Registration Certificate and company profile.
- g) Complaints handling procedures (if any)
- h) Tax Compliance Certificate
- i) KRA pin for the organization

Section V: TENDER FORM

In reference to the call for Application, We, _____
hereby respond to the call on, _____ 2018.

Detail of the call for tender application: For the provision of DAY AND NIGHT PROFESSIONAL SECURITY SERVICES to NYARWEK at TOM MBOYA ESTATE, KISUMU AND OTHER SPECIFIED LOCATIONS IN WESTERN KENYA.

Having examined the terms and conditions stipulated in the Tender Invitation Letter (available for inspection at the Employer's address), I / We hereby offer to provide all the Services in conformity with the tender offer details below and the aforementioned terms and conditions for the sum of KSH _____

Tender Offer Details

No.	Particulars of Service	Comments
1.	Company Back ground, Management Structure, Experience and Expertise	
2.	Number and Rank of Professional Staff to be employed	
3.	Frequency of Services to provided	
4.	Client Reference(s)	
5.	Unit Cost / Summary Cost	
6.	Payment terms and Schedules	
7.	Other Terms and Conditions	

- a) I / We agree to abide by this Tender for a period of _____ days from the date of submission thereof and that it may be accepted at any time before the expiry of that period.
- b) I / We understand that the Procuring Entity is not bound to accept the lowest or any tender he may receive.
- c) I / We agree to abide by the anti-bribery and anti-collusion clauses in this Invitation Letter.

Signed and Authorized on Behalf of;

Tenderer: _____

Position of Rep: _____

Date: _____

Signature: _____

COMPANY SEAL / STAMP _____