



**Development House – Moi Avenue
P.O. BOX 30367 -00100 Nairobi
Tel. +254-020-3272000 Fax 2219390
Website: www.agrifinance.org
Email: procurement@agrifinance.org**

**TENDER DOCUMENT FOR PROVISION OF
SECURITY/GUARDING SERVICES
(WESTERN REGION)**

DURING THE FINANCIAL YEAR 2018/2019

TENDER NO. AFC/01a/03/2018

CLOSING DATE: Tuesday, 24th April, 2018 at 12.00noon

TABLE OF CONTENTS

	Page
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
SECTION III GENERAL CONDITIONS OF CONTRACT.....	13
SECTION V DESCRIPTION OF SERVICES.....	17
SECTION VI STANDARD FORMS.....	17

SECTION I – INVITATION TO TENDER

Tender REF No: AFC/01a/03/2018

Tender Name: Provision of Security/Guarding Services – Western Region

The Agricultural Finance Corporation invites bids through IFMIS Systems from eligible candidates for **Provision of Security/Guarding Services – Western Region**.

A complete tender document will be provided to eligible candidates who are in the Corporation's IFMIS list of Suppliers' Portal.

Prices quoted should be net inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of (120) days from the closing date of the tender.

Bidders are expected to participate through IFMIS. In case of any query, please use the following addresses:

procurement@agrifinance.org

**The Managing Director,
Agricultural Finance Corporation,
P.O. Box 30367 – 00100 GPO,
NAIROBI.**

The bids should be received in IFMIS on or before **Tuesday, 24th April, 2018 at 12.00 Noon**.

Tenders will be opened through IFMIS immediately thereafter in the presence of the Tenderers or their representatives who choose to attend the opening at **3rd Floor of Development House, along Moi Avenue, the AFC/ADC Conference Hall, at 2.30pm**.

**Head of Procurement
Agricultural Finance Corporation**

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 Agricultural Finance Corporation's **Employees, Committee Members, Board Members and their Relatives (Spouse and Children)** are not eligible to participate in the tender.
- 2.1.3.** 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 Tenderers shall bear all costs associated with the preparation and submission of its tender, and the Agricultural Finance Corporation, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

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)** Confidential business questionnaire 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 Agricultural Finance Corporation in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Corporation will respond in writing to any request for clarification of the tender documents, which it receives not later than seven **(7)** days prior to the deadline for the submission of tenders, prescribed by the Corporation. Written copies of the Agricultural Finance Corporation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have participated in the tender process."
- 2.4.2** The Agricultural Finance Corporation shall reply to any clarifications sought by the Tenderers within 3 days of receiving the request to enable the Tenderers 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 Agricultural Finance Corporation, for any reason, whether at its own initiative or in response to a clarification requested by Prospective Tenderers, may modify the tender documents by issuing an addendum.
- 2.5.2** All prospective Tenderers who have participated in the tender process will be notified of the amendment by 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 Corporation, 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 Tenderers, as well as all correspondences and documents relating to the tender exchanged by the Tenderers and the Agricultural Finance Corporation, shall be written in English language. Any printed literature furnished by the Tenderers 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 Tenderers shall comprise the following components:

- (a) A Form of Tender
- (b) A Price Schedule
- (c) A Confidential Business Questionnaire Form

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 Tenderers 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.

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

2.9.2 Prices quoted by the Tenderers 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.

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

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

2.9.5 Price variation requests shall be processed by the Corporation within **30** days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings (KES) unless otherwise specified.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 The Tenderers shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted. The documentary evidence of the Tenderer's qualifications to perform the contract, if its tender is accepted shall establish to the Corporation's satisfaction that the Tenderer has the Financial and Technical capability necessary to perform the contract.

2.12 Validity of Tenders

2.12.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Agricultural Finance Corporation. A tender valid for a shorter period shall be rejected by the Corporation as nonresponsive.

2.12.2 In exceptional circumstances, the Agricultural Finance Corporation 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. A Tenderer granting the request will not be required, nor permitted to modify its tender.

2.13 Opening of Tenders

2.13.1 The Agricultural Finance Corporation will open all tenders through IFMIS in the presence of Tenderers or their representatives who choose to attend, at **2.30pm on Tuesday, 24th April, 2018 at 3rd Floor, Conference room of Development House**. The Tenderers or their representatives who are present shall sign a register evidencing their attendance.

2.13.2 The Agricultural Finance Corporation will prepare minutes of the tender opening which will be submitted to the Tenderers that signed the tender opening register and will have made the request.

2.14 Clarification of tenders

2.141 To assist in the examination, evaluation and comparison of tenders, the Agricultural Finance Corporation 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.

2.14.2 Any effort by the Tenderers to influence the Agricultural Finance Corporation in the Corporation's tender evaluation, tender comparisons or contract award decisions may result in the rejection of the Tenderer's tender.

2.15 Conversion to a single currency

2.15.1 Where other currencies are used, the Corporation 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.

2.15.2 The **Tender Evaluation Committee** shall evaluate the tender within **30 days** from the date of opening the tender.

2.15.3 Tenders will be evaluated on the basis of their responsiveness to eligibility of requirements as listed below. The following documents are mandatory and must be submitted, failure to which the tender will be rejected:-

a) Certificate of incorporation

b) VAT/ Current PIN Certificate

c) Valid trade License 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) Tender Security of KES 50,000.00

e) Integrity Declaration Form.

f) Non-Debarment Statement Form

g) CR 12 Certificate

h) Duly Completed Business Questionnaire

2.15.4 Agricultural Finance Corporation will visit Tenderers premises whose tenders have been determined to be substantially responsive. The things to be observed in such visits will include:

a) Verification of Physical Premises

b) Training facility for guards

c) Service Equipments

d) Office Equipments

2.15.5 Preliminary Evaluation

The Preliminary Evaluation's purpose is to look at mandatory requirements needed to operate as a company; this does not have any score but it is marked Yes/No and if a Firm gets even One (1) No, it is disqualified at that stage. Please submit copies of the following mandatory requirements for Preliminary Evaluation:

Preliminary Evaluation Criteria

S/No.	Criteria	Yes	No
1.	Certificate of Incorporation /Registration Certificate		
2.	Valid trade License		
3.	Valid Tax Compliance Certificate		
4.	Valid PIN/VAT Certificate		
5.	CR12 Certificate		
6.	Attach Copies of Director(s) National ID Card		
7.	Confidential Business Questionnaire dully filled and signed by Company authorized Director(s)		
8.	Tender Security of KES 50,000.00		
9.	Integrity Declaration Form		
10.	Non-Debarment Statement Form		

Please ensure that you adhere fully to the above requirements because this is an elimination stage. As mentioned above, if you miss even One (1) document you will be eliminated at this stage.

2.15.6 Technical Evaluation

In preparing the Technical Proposal, Tenderers are expected to examine the documents constituting this Tender in detail. Material deficiencies in providing the information requested may result in rejection of a Tender.

TENDER No: AFC/01a/03/2018

TENDER NAME: Provision of Security/Guarding Services – Western Region

The Technical Evaluation will be scored at a maximum of 100 points with a minimum of 70 points. Those firms managing technical score of 70 points and above will proceed to the Financial Evaluation stage.

TECHNICAL EVALUATION CRITERIA

S/No	Criteria	Score
A.	<p><u>Specific experience of the Security Firm in Relation to this Assignment</u></p> <p>1) Provide Names, Addresses and contact persons of at five Corporate Clients that can demonstrate your experience in the last five years on similar nature of assignments (Security and Guarding Services for Corporate and Commercial Properties) [attach Proofs or evidence] (10 Points)</p> <p style="margin-left: 40px;">a) 1 Client- 2 Marks b) 2 Clients- 4 Marks c) 3 Clients- 6 Marks d) 4 Clients-8 Marks e) 5 Clients-10 Marks</p> <p>2) Provide Names, Addresses and Contact Persons of at least three Corporate Clients that you are currently providing the Security and Guarding Services (attach letters of award or relevant evidence) – (9 Points)</p> <p style="margin-left: 40px;">1 Client(Name, Address & Contact Person) 1 Mark for each-3 Marks 2 Clients(Name, Address & Contact Person) 1 Mark for each-6Marks 3 Clients(Name, Address & Contact Person) 1 Mark for each-9 Marks</p> <p>3) Current Firm’s Professional Membership either Kenya Security Industry Association (KSIA), Protective Industry Association (PIA) or any other recognised security Association (attach a copy of Membership Certificate) – (6 Points)</p> <p>4) Have a current work force of at least 100 guards (attach the current NSSF employees contribution returns) – (10 Points)</p>	35
B.	<p><u>Personnel</u></p> <p>Qualifications and Experiences of at least four Key operations Personnel as follows: <u>Operations Manager (10 points)</u></p> <p>1) Minimum ‘O’ level qualification (attach copies of academic certificates) – (2 points)</p> <p>2) Have at least 10 years experience as a senior Manager in private guarding services or in other relevant areas i.e. police force (attach evidence) – (2 points)</p> <p>3) Current Certificate of good conduct (attach a copy) – (2 points)</p> <p>4) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers (attach evidence) – (2 points)</p> <p>5) Attach his or her signed CV. – (2 points)</p>	10

AGRICULTURAL FINANCE CORPORATION – 2018

	<p><u>Site Manager/ Officer in Charge (10 points)</u></p> <ol style="list-style-type: none"> 1) Minimum 'O' level qualification (attach copies of academic certificates) – (2 points) 2) Have at least 5 years experience as a site Manager /Officer-In-Charge Private guarding services in other relevant areas i.e. police force (attach evidence) – (2 points) 3) Have Certificate of good conduct (attach a copy) – (2 points) 4) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers (attach evidence) – (2 points) 5) Attach his or her signed CV. – (2 points) <p><u>Two Supervisors (Day and Night) (5 points each = 10)</u></p> <ol style="list-style-type: none"> 1) Minimum 'O' level qualification (attach copies of academic certificates) – (1 point each) 2) Must have risen to the rank Have at least 5 years experience as a Supervisor in private guarding services (attach evidence) – (1 point each) 3) Have Certificate of good conduct (attach a copy) – (1 point each) 4) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers (attach evidence) – (1 point each) 5) Attach his or her signed CV. – (1 point each) 	<p>10</p> <p>10</p>
<p>C.</p>	<p><u>Machinery, Tools, Equipment & Dress</u></p> <ol style="list-style-type: none"> 1) Ten operational Motor vehicles and Motor cycle (attach proof of Ownership/Lease) – (10 points). (1 Mark for each upto a maximum of 10) 2) An operational VHF/Radio Communication equipments (attach proof of frequency allocation) – (4 points) 3) Availability of Backup systems and ability to respond on timely basis. The bidder should state the position or locality of the backup. (4 points) 4) Ability to offer adequate uniform at least two sets of complete uniform (trouser, Shirt, Pullover, Socks, Rain Jacket, Cap/helmet, torch) provide evidence (5 Points) 	<p>23</p>
<p>D.</p>	<p><u>Business support</u></p> <ol style="list-style-type: none"> 1) Current Insurance cover for employees and Professional Indemnity cover (attach copies) – (4 points) (2 Points for each Insurance Cover) 2) Availability of Liquid assets and access to lines of credit/other financial resources (attach evidences) – (2 points) 3) Proof of compliance with prevailing Labour laws (Attach security guards payment schedules for the last six months.) Proof of ability to pay salaries in advance without depending on Fund payment – (3 point) 4) Audited Financial Statements for the last three years(1 Mark for each year) (3 points) 	<p>12</p>
<p>GRAND TOTAL</p>		<p><u>100</u></p>

2.15.7 Financial Evaluation

The Financial Evaluation will be scored at maximum of 30 points. You will be required to submit the following mandatory documents for Financial Evaluation:

- (i) Fully Quoted Price Schedule
- (ii) Form of Tender duly filled and signed by Company authorized Director(s)

2.15.7.1 Performance Bond

The successful firm will be required to provide a performance bond of 10% of the bid price valid for 150 days from the date of tender opening.

2.16 Contacting the Procuring Entity

2.16.1 No Tenderers shall contact the Agricultural Finance Corporation on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.16.2 Any effort by Tenderers to influence the Corporation in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the Tenderers tender.

2.17 Award of Contract

(a) Post qualification

2.17.1 In the absence of pre-qualification, the Agricultural Finance Corporation 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.

2.17.2 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 Tenderer's qualifications submitted by the Tenderer, as well as such other information as the Corporation deems necessary and appropriate.

(b) Award Criteria

2.17.4 The Agricultural Finance Corporation 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 responsive tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

2.17.5 The Corporation 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(s). If the Corporation

determines that none of the Tenderer is responsive; it shall notify each Tenderer who submitted a tender.

2.17.6 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**.

2.18 Notification of award

2.18.1 Prior to the expiration of the period of tender validity, the Agricultural Finance Corporation will notify the successful Tenderer in writing that its tender has been accepted.

2.18.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the Tenderer and the Agricultural Finance Corporation. Simultaneously, the other Tenderers shall be notified that their tenders have not been successful.

2.19 Signing of Contract

2.20.1 At the same time as the Agricultural Finance Corporation notifies the successful Tenderers that its tender has been accepted, the it will simultaneously inform the other Tenderers that their tenders have not been successful.

2.20.2 After Fourteen (**14**) **days** of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the Corporation.

2.20.3 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.

2.21 Corrupt or Fraudulent Practices

2.21.1 The Corporation requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. Tenderers shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.21.2 The Agricultural Finance Corporation 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.

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

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) **"The contract"** means the agreement entered into between the Agricultural Finance Corporation and the Tenderers 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 Tenderers 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 Tenderers 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 7 standards mentioned in the Schedule of requirements.

3.4 Patent Right's

The Tenderers shall indemnify the Agricultural Finance Corporation 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 .

3.5 Inspections and Tests

- 3.5.1** The Agricultural Finance Corporation or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract Specifications. The Corporation shall notify the Tenderers in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.5.2** The inspections and tests may be conducted on the premises of the Tenderer(s) or its subcontractor(s). If conducted on the premises of the Tenderer(s) 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 Agricultural Finance Corporation.
- 3.5.3** Should any inspected or tested services fail to conform to the Specifications, the Agricultural Finance Corporation may reject the services, and the Tenderers shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Agricultural Finance Corporation.
- 3.5.4** Nothing in paragraph 3.7 shall in any way release the Tenderers from any warranty or other obligations under this Contract.

3.6 Payment

- 3.6.1** The method and conditions of payment to be made to the Tenderers under this Contract shall be specified in SCC.

3.7 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 Corporation'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

3.8 Assignment

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

3.9 Termination for Default

The Agricultural Finance Corporation may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderers, terminate this Contract in whole or in part:

- a) If the Tenderers 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 Tenderers fails to perform any other obligation(s) under the Contract.
- c) If the Tenderers, in the judgment of the Agricultural Finance Corporation has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event the Agricultural Finance Corporation 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 Tenderers shall be liable to the Procuring Entity for any excess costs for such similar services.

3.10 Termination of insolvency

The Agricultural Finance Corporation may at 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 Corporation.

3.11 Termination for convenience

3.11.1 The Agricultural Finance Corporation 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.

3.11.2 For the remaining part of the contract after termination the Agricultural Finance Corporation may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.12 Resolution of disputes

The Agricultural Finance Corporation'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.

3.13 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.

3.14 Force Majeure

The contractor shall not be liable for forfeiture of its performance security where applicable, 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.

3.15 Applicable Law.

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

3.16 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 DESCRIPTION OF SERVICES

Provision of Security/Guarding Services to our AFC Western Region Branches as per the attached list on page 24

SECTION V- STANDARD FORMS

Notes on standard forms

- 1.** The Tenderers 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 Tenderers 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 Tenderers and the procuring entity in accordance with the instructions to Tenderers or general conditions of contract.

SECTION V - STANDARD FORMS

- 1.** Confidential Questionnaire Form
- 2.** Form of Tender
- 3.** Price Schedules

5.1 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name.....
 Location of Business Premises
 Plot No: Street/Road
 Postal address Tel No. Fax Email.....
 Nature of Business
 Registration Certificate No:
 Maximum value of business which you can handle at any one time – KES:.....
 Name of your bankers
 Branch

Part 2 (a) – Sole Proprietor

Your name in fullAge
 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 KES.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

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

5.2 Form of Tender

To: Agricultural Finance Corporation
P.O. Box 30367 - 00100
NAIROBI

Date: _____

Tender No: AFC-01a-03-2018

Tender Name: Provision of Security/Guarding Services – Western Region

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, **offer to provide Security/Guarding Services – Western Region** under this tender in conformity with the said Tender document for the sum of[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

5.3 TENDER SECURITY FORM

Whereas [*Name of the tenderer*]
(Hereinafter called “the tenderer”) has submitted its tender dated
[*Date of submission of tender*] for the supply, installation and commissioning of
..... [*Name and/or Description of the equipment*] (Hereinafter
called “the Tender”) KNOW ALL
PEOPLE by these presents that WE of
..... having our registered office at
(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 tender 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*] _____

(Amend accordingly if provided by Insurance Company)

5.4 INTEGRITY DECLARATION FORM

I/We/Messrs of
Street/Avenue, Building, P.O. Box Code of (Town)
(Nationality)

Phone Email
Declare that Public procurement is based on a free and fair competitive tendering process
which should not be open to abuse.

I/We Declare
that I/We will offer or facilitate, directly or indirectly, any inducement or reward to any
public officer, their relations or business associates, in connection with.

Tender Name:

Tender No:

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this Day of 20.....

Authorized Signature Official Stamp

Name and Title of Signatory

.....

5.5 NON-DEBARMENT STATEMENT FORM

I/We/Messrs of
Street/Avenue, Building, P.O. Box Code of (Town)
(Nationality)

Phone Email

Declare that I/We/Messrs Are not
debarred from participating in Public procurement by the Public Procurement Regulatory
Authority pursuant to section 41 of the Public Procurement and Asset Disposal Act, 2017.

Dated this Day of 20.....

Authorized Signature

Official Stamp

Name and Title of Signatory

.....

PRICE SCHEDULE

PROVISION FOR GUARDING SERVICES – WESTERN REGION BRANCHES

S/NO.	BRANCH	DAY GUARD	NIGHT GUARD	TOTAL NO. OF GUARDS	PRICE /GUARD/ /MONTH (KES)	TOTAL PRICE/MONTH (KES) (COLUMN 5 X COLUMN 4)
1.	KITALE	1	2	3		
2.	KITALE SHOW GROUND	0	1	1		
3.	ELDORET	1	1	2		
4.	KERICHO	1	1	2		
5.	KAKAMEGA	1	1	2		
6.	KISII	1	1	2		
7.	KISUMU	1	1	2		
8.	MIGORI	1	1	2		
9.	MOLO	1	1	2		
10.	NAKURU	5	5	10		
11.	NAIVASHA	1	2	3		
12.	NYAHURURU	1	2	3		
13.	ELDAMA RAVINE	1	1	2		
14.	KAPSABET	1	1	2		
15.	NAROK	1	2	3		
16.	BOMET	1	1	2		
17.	KABARNET	1	1	2		
18.	TURBO	1	1	2		
19.	KILGORIS	1	1	2		
20.	ITEN	1	2	3		
21.	BONDO	1	1	2		
22.	ZIWA	1	1	2		
23.	OYUGIS	1	1	2		
24.	KIMILILI	1	1	2		
25.	MARALAL	1	1	2		
26.	BUSIA	1	2	3		
TOTAL		29	36	65		
TOTAL PER MONTH (KES)						
TOTAL PER YEAR (KES)						

- **PRICES QUOTED SHOULD BE INCLUSIVE OF 16% VAT**
- **CONTRACT PERIOD WILL BE 12 MONTHS**