



TENDER

FOR

PROVISION OF SECURITY

AND

GUARDING SERVICES

TENDER NO. NHC/SGS/005/20-21

INVITATION DATE: 16TH MARCH 2021

CLOSING DATE: 7TH APRIL 2021
AT 11.00A.M

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SECTION I - INVITATION TO TENDER

Tender Name: Provision of Security and Guarding Services

- 1.1 National Housing Corporation invites sealed bids from bidders who are able to demonstrate technical and financial capability for **Provision of Security and Guarding Services for the period 1st July 2021 - 30th June 2022.**
- 1.2 Interested eligible candidates may obtain bid documents from the Procurement Office, N.H.C House, Aga Khan Walk, 9th Floor, upon payment of a non-refundable fee of **Kshs. 1,000 (One Thousand Shillings)** only at the Co-operative Bank, Co-op House Branch **A/c No. 01136006210301** and the bank slip submitted at the **Cash Office** for issuance of official receipt, situated at Ground Floor, N.H.C House between 9.00a.m to 1.00p.m and 2.00p.m to 3.00p.m.

The bid documents can also be downloaded **free of charge** from the following websites: **www.nhckenyaco.ke** or **www.tenders.go.ke**. Enquiries can be made via email address: **info@nhckenyaco.ke**.

Any addenda/additional information on the tenders shall be posted on the N.H.C Website.
- 1.3 Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **150 days** from the closing date.
- 1.4 The tenderer shall furnish, as part of its tender, a tender security of **Kshs. 300,000/= (Three Hundred Thousand only)** in form of a guarantee from a reputable bank or from an insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for at least **180 days** after the date of tender opening. Firms under special groups (youth, women & PWD) shall ensure the tender securing declaration form is duly filled, signed and stamped.
- 1.5 Bidders shall ensure serialization of pages for each bid submitted.
- 1.6 Duly completed bid documents are to be enclosed in plain sealed envelopes, marked with the "**Tender No**" and "**Tender Description**" and be addressed to;

**The Managing Director,
National Housing Corporation,
P.O. Box 30257-00100,**

NAIROBI.

And must be received in the tender box at NHC Headquarters, Ground Floor during normal working hours on or **7th April 2021 at 11.00am**. Bids shall be opened immediately thereafter in the presence of candidates representatives who choose to attend at N.H.C Conference Room 10th floor. **Late bids shall be rejected.**

Managing Director

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all eligible tenderers where 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 National Housing corporation 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 the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.1.4 Firms owned by special groups are particularly encouraged to apply.

2.2 Cost of Tendering

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

2.2.2 The price to be charged for the tender document shall be Kshs.1,000/= for hard copies and free of charge when acquired electronically.

2.2.3 National housing corporation shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Tender Security Form
- (ix) Performance Security Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify National Housing Corporation by post, fax or by email at National Housing Corporation email address indicated in the Invitation for tenders. National Housing 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 the tenders. 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 candidates who have received the tender documents.

2.4.2 National Housing Corporation 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 Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, National Housing Corporation, 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, National Housing Corporation, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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 National Housing Corporation, 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;

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided and attach the same in the tender document

2.9. Tender Prices

- 2.9.1 Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings, and shall remain valid for **150 days** from the closing date of the tender.
- 2.9.2 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.3 Prices indicated on the Price Schedule in the tender shall be the cost of the services quoted including VAT and other taxes payable.
- 2.9.4 Prices quoted by the tenderer in the tender 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.

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings only.

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 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 it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to National Housing Corporation 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 of **Kshs. 300,000/= (Three Hundred Thousand only)** in form of a guarantee from a reputable bank or from an insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for at least **180 days** after the date of tender opening. Firms under special groups (Youth, Women & PWD) shall ensure the tender securing declaration form is duly filled, signed and stamped.
- 2.12.3 The tender security is required to protect National Housing Corporation against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) A bank guarantee.
 - b) A guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA).

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. And 2.12.3 shall be rejected by National Housing Corporation as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender 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

2.12.7 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

2.12.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity.

(b) In the case of a successful tenderer, if the tenderer fails:

(i) To sign the contract in accordance with paragraph 2.29 or

(ii) To furnish performance security in accordance with paragraph 2.30.

(c) If the tenderer rejects correction of an arithmetic error in the tender

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for **150 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by National Housing Corporation as non-responsive.

2.13.2 In exceptional circumstances, National Housing 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. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare two copies of each 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 un-amended 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 the copy of the tender in separate envelopes, duly marking the envelopes as “**Original Tender**” and “**Copy of Tender**”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to National Housing Corporation 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 7th April 2021 at 11.00am.**”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, National Housing Corporation 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 National Housing Corporation at the address specified under paragraph 2.15.2 **not later than 7th April 2021 at 11.00am.**

2.16.2 National Housing Corporation may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of National Housing Corporation 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 the tender box shall be received in the procurement office 9th floor NHC house on or before **7th April 2021 at 11.00am.**

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 tenders, is received by National Housing Corporation prior to the deadline prescribed for 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 fax or email but followed by a signed confirmation copy, postmarked not 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. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 National Housing Corporation will open all tenders in the presence of tenderers' representatives who choose to attend, at 10th floor conference room on **7th April 2021 at 11.00am**. The tenderers' representatives present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as National Housing Corporation, at its discretion, may consider appropriate, will be announced at the opening.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders National Housing 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 of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence National Housing Corporation in National Housing Corporation's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 NHC 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.20.3 NHC 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, NHC 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. NHC 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 National Housing Corporation and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Prices shall be quoted in Kenya Shillings only.

2.22. Evaluation and Comparison of Tenders

- 2.22.1 Tenderers who fail to meet mandatory requirements will have their bids considered non-responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.
- 2.22.2 NHC will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.22.3 The comparison shall also include all costs as well as duties and taxes payable.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.5 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 National Housing Corporation

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact National Housing Corporation 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 National Housing Corporation in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

- 2.24.1 The Procuring entity will verify and 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 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 2.11.2, as well as such other information as National Housing Corporation 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 National Housing Corporation will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 national Housing Corporation will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to have the lowest evaluated price, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 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.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 National Housing 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 or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for National Housing Corporation's action. If National Housing Corporation determines that none of the tenders is responsive, National Housing Corporation shall notify each tenderer who submitted a tender.

2.26.2 National Housing Corporation 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.

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, National Housing Corporation will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and National Housing Corporation pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 National Housing Corporation will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 1.28.1 At the same time as National Housing Corporation notifies the successful tenderer that its tender has been accepted, National Housing Corporation will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to National Housing Corporation.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 12.28.4 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.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to National Housing Corporation.
- 2.29.2 Failure by 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 National Housing Corporation may make the award to the next qualifying tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 National Housing Corporation 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.
- 2.30.2 National Housing 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
- 2.30.3 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 - EVALUATION CRITERIA

I. Preliminary/Mandatory Evaluation Criteria

No.	Requirements	Remarks (Yes/No)
1.	Original tender security of Kshs.300, 000.00 from a commercial bank registered in Kenya or from an approved insurance company valid for 180 days from the date of opening of the tender.	
2.	Evidence of having been in business for the last five (5) years (Attach copy of Registration Certificate)	
3.	Copy of recent CR 12	
4.	Copy of valid Tax Compliance Certificate	
5.	Proof of national wide presence with office lease/ rental agreements and trade licenses in various counties (Among them Nairobi, Mombasa, Kisumu, Nyeri, Kisii, Kakamega and Machakos). Bidders will only be considered for award in regions that they have physical presence.	
6.	Proof of physical address and administrative office-(attach copy of lease agreement or evidence of ownership ie Title deed)	
7.	Proof that guards are paid in accordance with the minimum government wage as per Kenya gazette notice (attach payroll extract of the last three months or latest three months pay slip of at least three (3) different categories of staff)	
8.	Evidence of least 5 dogs trained pedigree dogs. Submit veterinary documents as proof of ownership and vaccination (attach a veterinary certificate & proof of attendance by a registered veterinary doctor)	
9.	Proof of valid insurance covers (certified by the underwriter) (a) Work benefit injury ACT(WIBA) (b) Contractual liability. (c) Group personal accidents (d) Public liability	
10.	Valid compliance certificate from NSSF and evidence of remittance of employees NSSF contributions for the last 6 months. (Attach current compliance certificate and proof of monthly payment receipts of NSSF for the Last 6 months).	
11.	Proof that Directors have knowledge of security matters by training from an accredited professional security institution (attach a copy of certificate as proof).	
12.	Provide evidence of past experience in provision of private security services from at least three client with an average annual turnover of Forty Million (Only letters of award, LSO, or contract document showing dates, amount and client contact will be considered	
13.	Attach copy of current membership with Professional Security Association (KISA or PSIA or PROSAK)	
14.	Evidence of a guard patrol or guard tour monitoring system (Attach a clocking system report generated for two months prior to the tender)	

No.	Requirements	Remarks (Yes/No)
15.	Proof that the security firm submitted documents to PRIVATE SECURITY REGULATORY AUTHORITY for vetting and registration	
16.	Copy of Current ISO Certificate and CIT (cash in transit) license for bidders interested in bidding for NHC House/EPS factory.	
17.	Evidence of computer literacy for guards to be deployed at NHC House (Attach twenty one (21) copies of guard's computer literate certificates to be deployed at NHC House	
18.	Proof of continuous security guards training (attach training certificate of at least 10 guards on at least 6 of the following areas from NITA approved trainers(attach NITA certificate for Trainer) <ul style="list-style-type: none"> a) Threat identification b) Anti-terrorism c) Emergency/Distress response, rescue or evacuation d) First aid e) Firefighting and safety f) Investigation and collection of intelligence g) Customer care h) Conducting search & arrests i) Physical fitness/drill/endurance j) Close Protection k) Incident reporting and record keeping l) Knowledge in CCTV, Radio Communication and Automated alarm systems. 	
19.	Training curriculum (Attach training curriculum for basic, refresher & professional courses)	
20.	Duly filled Self Declaration that the Person/Consultant is not debarred in the Matter of the Public Procurement and Asset Disposal Act 2015.	
21.	Duly filled Self Declaration that the Person/Consultant will not engage in any Corrupt or Fraudulent Practice	

II. Technical Evaluation Criteria - 100 Marks

S/No.	Evaluation Parameter	Allocation of Marks
1.	Provide client references in provision of Private security services with award value of at least Forty Million within the a year from tender opening date(Only letters of award, LSO, or contract document showing dates, amount and client contact will be considered) >40million and above contract ...15 marks >20 - 40 million contract.....10 marks >Below 20 million contract.....5 marks	15 Marks
2.	Qualifications and Experiences of the following key Personnel's (attach documentary evidence)	
	Operations Manager: (i) Minimum 'O' level with mean grade of C (or diploma/graduate) qualification (attach copies of relevant certificates)	2 Marks
	(ii) Must have risen to the rank of Inspector of Police and above or equivalent position/rank in the armed forces Or Have at least 3 years experience as a senior Manager in private guarding services (attach copy of signed CV, a valid certificate of good conduct & Evidence of employment history) – 1 Mark Each	3 Marks
	Site Manager/ Officer in Charge: (i) Minimum 'O' level qualification with mean grade of D+ (attach copy of relevant certificate)	2 Marks
	(ii) Must have risen to the rank of Police Sergeant and above or equivalent position/ rank in the armed forces Or Have at least 3 years experience as a site Manager/Officer-In-Charge in private guarding services (attach copy of signed CV, a valid certificate of good conduct & Evidence of employment history) – 1 Mark Each	3 Marks
	Supervisors: (i) Minimum 'O' level qualification (attach copy of relevant certificate)	2 Marks
	(ii) Must have risen to the rank of Police Corporal and above or equivalent position/ rank in the armed forces Or Have at least 3 years experience as a Supervisor in private guarding services (attach copy of signed CV, a valid certificate of good conduct & Evidence of employment history) – 1 Mark Each	3 Marks
3.	Machinery, Tools & Equipment: (i) At least seven (7) operational Motor vehicles and three (3) Motor cycles (attach proof of Ownership or lease) - 1 Marks Each	10 Marks
	(ii) At least 24 HF/VHF two-way Radio communication equipment owned by the firm with a dedicated control room (Must prove existence of radio network with central command. Indicate the number of radios in each site (Attach copies of Receipts/Tools inventory indicating proof of)	10 Marks
	(iii) Availability of Backup systems and ability to respond on timely basis. The bidder should state clearly the position or locality of the backup (attach proof of log book and frequency allocation)	15 Marks

S/No.	Evaluation Parameter	Allocation of Marks
4.	Proof that dogs are regularly vaccinated (Attach a copy of current dog vaccinations certificate for at least 5 dogs) - 1 Mark Each	5 Marks
5.	Insurance covers: attach valid copy of insurance policy:(Must be certified by insurance firm) a. Work Benefit Injury Act(WIBA) b. Contractual Liability cover of not less than 10,000,000/- per event year c. Group Personal Accident Cover d. Fidelity Guarantee e. Public Liability 2 marks each	10 Marks
6.	Provide financial statements for the last 2 years clearly demonstrating the following Ratios(Financially stable Ratios will earn more marks) a. Working Capital Ratio - 5 marks b. Turnover Ratio.....5 marks c. Current Ratio.....5 marks d. Fixed asset Ration.....5 marks (Financial statement where all pages have not been initialized and stamped by both a practicing Auditor registered with ICPAK and one of the Directors shall not be considered. Auditors Practicing membership number from ICPAK must be indicated in all pages)	20 Marks

NB:

Bidders shall be required to attain a minimum score of Seventy (70) marks in order to qualify for Financial Evaluation.

III. Financial Evaluation Criteria

- a) **The successful bidder shall be the one with the lowest evaluated price that meets the requirements per site.**
- b) **Bidders who will be successful with the lowest evaluated prices for NHC House, Lang'ata 1-6 and Changamwe sites will subsequently not qualify for any other site.**
- c) **No bidder will be allocated more than three sites unless there is no other responsive bidder.**

SECTION IV - SCHEDULE OF REQUIREMENTS (SCOPE OF WORK)

General Requirements

The successful bidder will be expected and encouraged to:

- a) Hire and pay competitive salaries to the guards, supervisors, Liaison Officers/project officer and managers without depending on monthly payment from NHC.
- b) Provide sound and effective security guarding dogs with ability to track and detect, with trained dog handlers.
- c) Provide sound radio communication including alarm systems, HF and VHF with established base station and suitable electronic communication at **NHC House and EPS Factory**, deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses.
- d) *Guards must be trained on fire detection, prevention and control.*
- e) Attend fire emergency drills, fire prevention, detection and control.
- f) Guards provided to be enough for guarding the NHC property.
- g) Have back-up systems in cases of emergencies. These include chase cars to assist in quick response to needy security situations at **NHC House and EPS Factory**.
- h) Provide educated and trained guards capable of using radios and modern equipment like Close Circuit Television (CCTVs) at **NHC House and EPS factory**.
- i) Be able to control industrial disputes/assembly control and riots.
- i) Be able to summon police, fire brigade and ambulances in cases of emergencies.
- j) Appoint personnel who have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles at **both NHC House and EPS factory**.
- k) All security officers and personnel to be subjected to a thorough medical inspection fit for their duties. Relevant medical certificates to be produced on request.
- l) All security officers and personnel to be subjected to an effective supervisory arrangement and procedures and NHC shall make periodical checks/visits.
- m) All guard dogs used by such security firms will be required to be medically examined and medical certificates provided. The quality of breeds of such dogs must be indicated and certified by a veterinary doctor.

TERMS OF REFERENCE (SCOPE OF WORK)

The bidder will be required to provide an elaborate security plan not limited to the below among others;

- (a) Security services shall be performed on 7 days per week on a 24-hour basis.
- (b) Contracted Security Guards shall have the following shifts:
 - One from 0600 hrs to 1800 hrs
 - and
 - From 1800 hrs to 0600 hrs.
- ❖ The number of guards per shift will depend on the assignment and the related contract performance.
- (c) Job Description
 - (i) The security service shall include control of entries and exits, body search and ID card check/verification of the incoming people other than the staff/residents working/staying at the assignment.
 - (ii) Securing peace of the inhabitants in the company premises and overall security of the buildings on entire premises.
- (d) Description of the premises and responsibilities of the security officers is as follows:
 - (i) Main Entrance Gate to NHC House: This is the entrance where people enter and exit and visitors are searched and ID cards checked.
 - (ii) Main Gate to EPS factory, vehicles entering and leaving the EPS Factory will be checked for any foreign object that may prejudice peace and security and to prevent theft.
- (e) As
sisting visitors upon their arrival at the respective floors within NHC building in an effective, kind and professional manner, registering their names and directing them to the relevant offices. Knowledge of English language is essential. The guards may perform reception duties during weekends and public holidays.
- (f) All visitors coming to the building and wishing to pay a visit shall, irrespective of their identity, be visually searched thoroughly without letting him/her notice it, as if he/she were a suspect.
- (g) The project manager or supervisors will always establish coordination with, and receive work-related instructions, if any, from the **Security Officer** or his assignee responsible for security of the building/ property and shall accommodate the instructions so given and shall escalate any issues that may go beyond their power.
- (h) The service provider shall be provided with the list of names of the staff authorized to park in NHC House so that they can control the entries to the premises and to the parking lot accordingly. Entries and exits after normal working hours by the staff and tenants shall be recorded in the OB and the **Security Officer** shall be notified of the same the next morning.
- (i) The contracted firm shall maintain an occurrence book(s) in which all matters of security concern shall be recorded.
- (j) The contracted firm shall at the end of every month compile a report on matters of security concern related to the Company. The report shall be addressed to the Managing Director, National Housing Corporation.
- (k) A high security performance in the execution of work is expected. Poor performance and substandard quality of work arising from the **Monthly Performance Assessment Report** will be sufficient grounds for termination of the agreement.
- (l) There will be no extra charges for Saturdays, Sunday and Public Holidays.
- (m) **Maintenance of an Occurrence Book** – The procuring entity will provide OB as required where daily occurrences will be recorded and supervisors will sign to certify their physical visits of guards,

- i.e. Occurrence Books and note any incidences during the execution of the works. The Occurrence Book will be the property of NHC shall be presented to the security Officer.
- (n) **Escorts.** If need be, there shall be escorts provided by the Security company either backup or on board escort.

KITTING/EQUIPMENT

All guards must be fully equipped with the right tools of their trade as follows:

- a. Peak Caps/Berets
- b. Whistles and Lanyards
- c. Torches and batteries
- d. Serviceable military boots
- e. Other security equipment likes **electronic metal detectors, undercarriage mirrors, etc.**
- f. Grey coats
- g. Sweaters
- h. Clean, presentable uniforms at all times while on duty
- i. Clubs
- j. Identification badges
- k. Communication equipment for NHC House and EPS assignments
- l. Umbrellas and any other protective clothing
- m. A performance Assessment report form shall be completed by both parties on monthly basis.

LOGISTICS

The security company 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 assignment to be factored in the overall unit price.
- b) The security company shall be expected to establish a site office outside NSC premises where necessary.
- c) Provision of communication equipment at the assignment area and all patrol vehicles must be fitted with vehicular radio communications.
- d) Prepare assignment Instructions for each post/Guard.

INSURANCE

General requirements of Insurance Policies

The security company shall procure insurance policies as follows;

a. Professional Indemnity Insurance Policy

The security company shall insure its security officers and dogs engaged in the performance of this Agent against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of default of NHC, its servants or agents, the security company will indemnify NHC against all actions claims and demands in respect of such injury, and;

b. Work Injury Benefit Act (WIBA)

Word Injury Benefit Act to cover all the employees for any liability as per the government regulations.

c. Motor Insurance Policy

The security company should ensure that all their operations vehicles have the mandatory minimum third party risk cover.

The security company shall;

- a. Produce insurance policies or certificates of all the above mentioned policies
- b. Make no material alterations to the terms of any Insurance without NHC's approval. If an insurer makes any material alterations to the terms of the security company shall forthwith notify NHC.
- c. In all respects comply with any condition stipulated in the insurance policy.

SIGN PLATES

The Security company shall at its 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 are not a threat.

INDEMNITY

- a) The security company shall indemnify and keep indemnified NHC, its servants and agents against loss of or damage to property or bodily injury sustained by it or them or reason of any act, omission or neglect of the security company, its servants or agents whilst performing their duties under this Agreement and against dishonesty of its Security Officers whilst performing their duties hereunder and THIS shall include any loss, damage, injury or any consequential or indirect loss sustained by NHC, its servants or agents or third parties lawfully on the premises by reason of any act or omission or neglect of the security company, its servants or agents.
- b) In the event of a loss, investigations must commence immediately by both parties in conjunction with the Police. The investigations shall be co-ordinated by the Security Officer NHC

CLAIMS

Notice of all claims by NHC in respect of any loss damage or injury or consequential or indirect loss shall be given in written to the Contractor giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury. The Contractor shall be expected to respond in writing admitting liabilities or otherwise. Any disputes arising therefore shall be dealt as provided under Dispute resolution clause.

FURTHER INSTRUCTIONS

1. The contractor shall make arrangements and be responsible at their own cost for;
 - (a) Transport requirements for all their personnel to and from the assignments as well as patrols within the assignment area.
 - (b) Provide reliable communication radios/mobile phones in all assignments areas. Back-up systems in cases of emergencies.
2. All guards deployed in assignments where important records are maintained i.e. Reception, main gates, parking areas, powerhouses, stores etc must be literate.
3. Properly fitted kit comprising of uniform, cap, lanyard, boots, Sweater/raincoat, torch, and nightstick. Guards without proper uniform shall be considered absent and the day's salary deducted from the current month invoice.
4. The required Services are of high standards i.e.
 - (a) Guards should be well disciplined, with high standards of education and training.
 - (b) Guards should be dressed daily in clean and well turn out uniforms.
 - (c) Must be of impeccable characters, honest and be of high integrity.
 - (d) Knowledge of Information and Communication technology is an added advantage.
 - (e) Must be able to communicate and express themselves clearly in the national languages.
 - (f) Must be trained in customer care and public relations tenets.
 - (g) All security guards must have certificate of Good conduct from the Directorate of Criminal Investigation (DCI) of the Kenya Police Service.

- (h) In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to the security officer/ Management for final decision and sharing with insurers on record for specific covers.
4. Guards are expected to have been trained on basic investigation Techniques and prevention of scenes of crime.
 5. The services shall be expected to be fully supervised and managed on 24 Hrs basis throughout the term of contract.
 6. Service providers shall be expected to have trained their guards, Supervisors and managers on fire fighting techniques, disaster Management, crowd control and crowd dispersal.
 7. Guards shall be expected to maintain occurrence books, (OB) Vehicles movement registers and other operating instructions set by NHC. These books are to be checked and counter signed by the Security Officer or His deputy on Daily basis.
 8. Guards shall be expected to know how to use access control gadgets and other equipments that go in hand with security controls.
 9. All guards, supervisors and managers of any service providers (s) shall be expected to adhere and observe all security operating instructions that shall be given to them from time to time.
 10. All guards shall be expected to have the ability to use their positive initiatives whenever they shall be confronted with a security issue without jeopardizing on the overall security arrangement.
 11. Guards are prohibited from sleeping, smoking, lighting of borne fires, or chatting during working hours.
 12. Guards are expected to be time conscious.
 13. Guards will be required to arrange for their own accommodation outside the areas.
 14. There are no medical facilities; however, similar services may be obtained from Government and Private Clinics.
 16. Due to high electrical accident risks, guards must not tamper with any apparatus, switches, meters and accessories.
 17. Guards posted in the factory area sites must use protective gears such as helmets.
 18. Safety precautions need to be adhered to within the factory area 19. Guards are prohibited from operating any type of equipment, driving of company or staff vehicles or any other item within their reach.
 19. Area operating procedures and instructions shall be provided on site.
 20. All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and NHC shall make periodical check/visits.

Conditions

1. Commitment to provide deployment and routine check patrol vehicles, motor bikes and motor vehicles and provide their details.
2. Proof those guards are trained on fire detection, prevention and control.
3. Commitment to attend fire drills, fire prevention, detection and control.
4. Commitment to provide adequate guards for NHC entire property, giving a workable security plan including daily activities of each site and attach a schedule.
5. Provide proof of back-up systems in cases of emergencies including chase cars to assist in arresting offenders.
6. Attach proof of education/professional qualifications for the guards.
7. Provide persons who will be charged with control of industrial disputes/assembly control and riots, legal and practical limitations in relation to searching of persons, property and vehicles, and in-charge of summoning police, fire brigade and ambulances in cases of emergencies.
8. Commit to provide medical inspection certificates as proof of fitness while on duty. Also provide treatment arrangements for your guards and first aid while on duty.

9. Provide details of how security officers and personnel will be subjected to an effective supervisory arrangement.
10. Provide certificates for the guard dogs and details of how they shall be examined by a veterinary from time to time. These should bear the details of quality of breeds of the dogs and certified by a veterinary.
11. Commit to provide the guards with all necessary kits and equipment as listed in (3) above.
12. Commitment and details of logistics arrangements as in (4) above.
13. Commit to provide necessary insurance as in (5) above and details/evidence

SCHEDULE OF REQUIREMENTS

S/N	SITE	No. OF GUARDS DURING THE DAY	No. OF GUARDS DURING THE NIGHT	DOGS/HANDLER
1.	NHC House	16	6	NIL
2.	NHC House	Cash in Transit (Prices to be Quote per Hour/Km)		
3.	EPS Factory	4	4	1
4.	Pumwani	1	2	NIL
5.	Likoni Bububu	2	2	NIL
6.	Changamwe Rental/Infill	9	11	1
7.	Kisii TP	3	3	NIL
8.	Kakamega TP	2	2	NIL
9.	Kisumu Mamboleo	2	4	NIL
10.	Nyeri TP	3	4	NIL
11.	Kibera Olympic Mud	4	4	NIL
12.	Stoni Athi Ph 1	4	6	1
13.	Stoni Athi Economy Block – Phase1	1	2	NIL
14.	Kanyakwar 1	3	5	1
15.	Langata-1	5	6	1
16.	Langata 2-4	20	24	4
17.	Langata 5-6	8	13	2
18.	Kanyakwar 2	2	3	NIL
19.	Water Treatment Plant Stoni Athi	1	1	NIL
20.	Langata Mixed Use Development	3	3	NIL
21.	Stoni Athi Economy 2	1	1	NIL

NOTE:

- (i) **NHC Deployment will be as follows;**
 - a. **Monday - Friday (Working Days) = 16 Guards during the day**
 - b. **Weekend & Public Holidays = 6 Guards during the day.**
 - c. **Monday – Sunday = 6 Guards at Night**
- (ii) Only firms with ISO certification and licensed cash in transit to quote for NHC and EPS factory.
- (iii) Only firms registered under KSIA are eligible to quote for NHC House, Cash In-Transit and EPS Factory.

SECTION V - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) "The Contract" means the agreement entered into between National Housing Corporation 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.
- (c) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (d) "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to National Housing Corporation under the Contract.
- (d) "National Housing Corporation" means the organization procuring the services under this Contract
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" mean the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract
- (h) "Day" means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without National Housing Corporation's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of National Housing Corporation in connection therewith, to any Person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without National Housing Corporation's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of National Housing corporation and shall be returned (all copies) to National Housing corporation on completion of the contract's or performance under the Contract if so required by National Housing corporation.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify National Housing 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.

3.6 Performance Security

3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to National Housing Corporation the performance security equivalent to 5% of the contract sum.

- 3.6.2 The proceeds of the performance security shall be payable to National Housing corporation as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security will be discharged by National Housing Corporation and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by National Housing Corporation in the schedule of requirements and the special conditions of contract.

3.8. Payment

- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by National Housing Corporation, but in no case later than thirty (30) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices charges 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 quoted by the tenderer in its tender or in National Housing corporation request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price
- 3.9.4 Price variation requests shall be processed by National Housing Corporation within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with National Housing Corporation's prior written consent.

3.11. Termination for Default

- 3.11.1 National Housing corporation may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by National Housing Corporation.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract.
 - (c) If the Contractor in the judgment of National Housing corporation has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.11.2 In the event National Housing 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 un-delivered and the Contractor shall be liable to National Housing corporation for any excess costs for such similar services. However the contractor shall continue performing the contract to the extent not terminated.

3.12. Termination for Insolvency

3.12.1 National Housing corporation may at any time 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to National Housing Corporation.

3.13. Termination for Convenience

1.7.1 National Housing 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 entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

1.7.2 For the remaining part of the contract after termination National Housing corporation may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1. National Housing corporation and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. 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. Applicable Law

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

3.17 Force Majeure

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

SECTION VI - SPECIAL CONDITIONS OF CONTRACT

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.

1. Bidders shall be required to meet all the mandatory requirements
2. Only technically responsive bidders shall qualify for financial ranking.
3. The successful bidder shall be the one with the lowest evaluated price that meets the requirements per site.
4. **Bidders who will be successful with the lowest evaluated prices for NHC House, Lang'ata 1-6 and Changamwe sites will subsequently not qualify for allocation of any other site.**
5. **No bidder will be allocated more than three sites unless there is no other responsive bidder for a specific site.**
6. All bidders that will be awarded contracts shall be required to submit a performance guarantee from a reputable commercial bank equivalent to 5% of the contract price and valid for the entire period of the contract within 30days from the date of award.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender bid.
2. **Forms of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender bid. It must also be duly signed by duly authorized representatives of the tenderer
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to National Housing Corporation
5. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security equivalent to 5% of the contract sum within 30 days of award.

PRICE SCHEDULE

S/N	SITE	No. of Guards During the Day	No. of Guards During the Night	Dogs/ Handler	Monthly Cost (Kshs VAT Inclusive)
1.	NHC House	16	6	NIL	
2.	EPS Factory	4	4	1	
3.	Pumwani	1	2	NIL	
4.	Likoni Bububu	2	2	NIL	
5.	Changamwe Rental/Infill	9	11	1	
6.	Kisii TP	3	3	NIL	
7.	Kakamega TP	2	2	NIL	
8.	Kisumu Mamboleo	2	4	NIL	
9.	Nyeri TP	3	4	NIL	
10.	Kibera Olympic Mud	4	4	NIL	
11.	Stoni Athi Ph 1	4	6	1	
12.	Stoni Athi Economy Block – Phase1	1	2	NIL	
13.	Kanyakwar 1	3	5	1	
14.	Langata-1	5	6	1	
15.	Langata 2-4	20	24	4	
16.	Langata 5-6	8	13	2	
17.	Kanyakwar 2	2	3	NIL	
18.	Water Treatment Plant Stoni Athi	1	1	NIL	
19.	Langata Mixed Use Development	3	3	NIL	
20.	Stoni Athi Economy 2	1	1	NIL	

NHC HOUSE - CASH IN TRANSIT PRICE SCHEDULE

S/No.	Description	Amount per Hour/KM (Kshs. Inclusive of VAT)	Waiting Charges (Kshs. Inclusive of VAT)
1.	Cash in Transit		

1. FORM OF TENDER - NHC HOUSE

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

__ [In the capacity of]

2. FORM OF TENDER - EPS FACTORY

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

3. FORM OF TENDER - PUMWANI

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

_ [In the capacity of]

4. FORM OF TENDER - LIKONI BUBUBU

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

__ [In the capacity of]

5. FORM OF TENDER -

CHANGAMWE RENTAL/INFILL

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

__ [In the capacity of]

6. FORM OF TENDER - KISII TP

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

__ [In the capacity of]

7. FORM OF TENDER - KAKAMEGA TP

TO: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

[In the capacity of]

8. FORM OF TENDER - KISUMU MAMBOLEO

Date _____

To: _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

__ [In the capacity of]

9. FORM OF TENDER - NYERI TP

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

10. FORM OF TENDER -

KIBERA OLYMPIC MUD

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

_ [In the capacity of]

11. FORM OF TENDER -

STONI ATHI PHASE 1

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

12. FORM OF TENDER - STONI ATHI ECONOMY BLOCK - PHASE 1

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

__ [In the capacity of]

13. FORM OF TENDER -

KANYAKWAR 1

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

14. FORM OF TENDER -

LANGATA-1

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

15. FORM OF TENDER -

LANGATA 2-4

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

16. FORM OF TENDER -

LANGATA 5-6

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

[In the capacity of]

17. FORM OF TENDER -

KANYAKWAR 2

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

[In the capacity of]

18. FORM OF TENDER -

WATER TREATMENT PLANT AT STONI ATHI

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

19. FORM OF TENDER -

LANGATA MIXED USE DEVELOPMENT

To: _____

Date _____

Name and address of procuring entity

Tender Name _____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of.....20_____

(SIGNATURE)

(In the capacity of}

20 FORM OF TENDER -

STONI ATHI ECONOMY -2

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day.....of..... 20_____

{SIGNATURE}

{IN THE CAPACITY OF}

21. FORM OF TENDER – CASH IN TRANSIT

To: _____

Date_____

Name and address of procuring entity

Tender Name_____

Gentlemen and/or Ladies:-

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 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.

We undertake, if our Tender is accepted, to provide the Security Services in accordance with the conditions of the tender.

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.

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.

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

Dated this day..... of..... 20_____

[Signature]

__ [In the capacity of]

FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [Name of the tenderer] (Hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company] having our registered office at (hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity](hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 ___.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Guarantor not later than the said date.

_____ [Date]

[Signature of the Guarantor]

[Witness]

[Seal]

PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]

To

[name of 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 of goods] (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/Insurance Company guarantee by a reputable Bank/Insurance Company 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 figure] 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 you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of20.....

Signed and seal of the Guarantors

[name of Bank/Insurance Company]

[address]

[date]

CONTRACT FORM

THIS AGREEMENT made the day of 20... between [name of

Procurement entity] of [country of Procurement entity] (hereinafter called “National Housing corporation”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS National Housing Corporation invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of Contract; and
 - (f) National Housing Corporation’s Notification of Award
3. In consideration of the payments to be made by National Housing Corporation to the tenderer as hereinafter mentioned, the tenderer hereby covenants with National Housing Corporation to provide Security Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. National Housing Corporation 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 National Housing Corporation)

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

TENDER SECURING DECLARATION FORM - (FOR FIRMS UNDER SPECIALGROUPS - AGPO) [This form shall be filled by the tenderer in accordance with the instructions indicated.]

Date:/...../.....**[(day, month and year)]**

Tender No.:

Tender Description:.....

To:.....**[Procuring Entity]**

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that our future ability to tender shall be jeopardized if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of our Tender by the Purchaser during the period of Tender validity;
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful tenderer, upon the earlier of;

- (i) our receipt of your notification to us of the name of the successful tenderer; or
- (ii) twenty-eight days after the expiration of our Tender.

Signed:.....**[person whose name and capacity are shown]**

In the capacity of**[legal capacity of person signing the Tender Securing Declaration]**

Name:.....**[Full name of person signing the Tender Securing Declaration]**

Duly authorized to sign the Tender for and on behalf of:..... **[Full name of tenderer]**

[Signature]:.....

SELF DECLARATION THAT THE PERSON/CONSULTANT IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I,, of Post Office Box being a resident of in the Republic of Do hereby make a statement as follows:-

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

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

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

..... (Title) (Signature)

Bidder's Official Stamp

SELF DECLARATION THAT THE PERSON/CONSULTANT WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Box being a resident of

..... in the Republic of..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of

..... (insert name of the Company) who is a Bidder in respect of Tender No. for(insert Proposal title/description)

for.....(insert name of the Procuring entity)

and duly authorized and competent to make this statement.

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

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

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

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

..... (Title) (Signature)

Bidder's Official Stamp