



NATIONAL MUSEUMS OF KENYA

WHERE HERITAGE LIVES ON

**TENDER FOR THE PROVISION OF SECURITY GUARDING SERVICES AND ALARMS
SYSTEMS**

NMK /T/2/SG/2022-2024

INVITATION DATE:	7th June, 2022
SUBMISSION DEADLINE:	21st June, 2022
TIME:	12:00 NOON

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PART I:

SECTION I: INVITATION TO TENDER

1. The National Museums of Kenya (NMK) invites sealed tenders for the provision of Security Guarding Services and Alarm Systems a period of two (2) years.
2. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested tenderers. Tenderers will be allowed to tender for one or more items.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between 0900 and 1600 hours at the Office of the Principal Procurement Officer at the National Museums of Kenya along Museum Hill. Tender documents may also be viewed and/or downloaded from the organization's website: **www.museums.or.ke**.
4. A complete set of tender documents may be purchased or obtained by interested tenderers upon payment of a non-refundable fee of **KES 1,000.00** in cash or Banker's Cheque and payable at the cash office, Heritage Centre, National Museums of Kenya Head Quarters. Tender document obtained electronically will be free of charge.
5. Tender document may be viewed and downloaded for free from the website **www.museums.or.ke**. Tenderers who download the tender document must forward their particulars immediately to Email: procurement@museums.or.ke to facilitate any further clarifications or addenda.
6. Each tender must be accompanied by a tender Security of **Kshs. 500,000.00 (five hundred thousand)** only, valid for ninety Days from the date of tender closure.
7. **The Tenderer shall chronologically serialize all pages of the tender documents submitted.**
8. Completed tenders must be returned on or before **21st June, 2022 at 12:00 Noon (EA Time)**.
9. The addresses referred to above are:
9.1 Address for obtaining further information and for purchasing tender documents

**Office of the Principal Procurement Officer,
National Museums of Kenya, Headquarters on Museum Road,
P.O Box 40658- 00100 Nairobi.
Tel: +254-20-8164134, +254-20-8164135, +254 721308485
Email: procurement@museums.or.ke**

9.2 Address for submission and opening of tenders.

**Director General,
National Museums of Kenya, Headquarters on Museum Road,
P.O Box 40658- 00100 Nairobi.
Tel: +254-20-8164134, +254-20-8164135, +254 721308485
Email: dgnmk@museums.or.ke**

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number, addressed to:

**Director General,
National Museums of Kenya, Headquarters on Museum Road,
P.O Box 40658- 00100 Nairobi.**

and deposited in the tender box provided at the entrance of Earth Sciences Building

10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. Late tenders and those submitted electronically will **NOT** be accepted.

Mwania Mutinda
For: Director General

Date _____

SECTION II– INSTRUCTIONS TO TENDERERS

1.0 ELIGIBLE TENDERERS

- 1.1 This invitation to tender is open to all the eligible security firms.
- 1.2 NMK's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

2.0 SCOPE OF SERVICES REQUIRED

- 2.1 Guarding services and alarm systems shall be required in various site of NMK. The successful bidder will be expected and encouraged to:
 - a. Hire and pay competitive salaries to the guards, supervisors and managers without depending on monthly payment from NMK.
 - b. Provide sound and effective security guarding dogs with ability to track and detect plus trained dog handlers
 - c. Provide sound radio communication including alarm systems. HF and VHF with established base station and suitable electronic communication, deployment and routine check patrols vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses.
 - d. Provide enough guards to man NMK property.
 - e. Have back-up systems in cases of emergencies. These include chase cars to assist in quick response to needy security situations at NMK.
 - f. Provide educated and trained guards capable of using radios and modern equipment like Close Circuit Television (CCTVs) at NMK.
 - g. Provide guards who are able to control industrial disputes/assembly control and riots.
 - h. Provide guards who are able to summon police, fire brigade and ambulances in cases of emergencies.
 - i. Assign personnel who have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles at NMK.
 - j. Subject ALL security officers and personnel to a thorough medical inspection fit for their duties. Relevant medical certificates to be produced on request.
 - k. Subject ALL security officers and personnel to an effective supervisory arrangement and procedures and NMK shall make periodical checks/visits.
 - l. Examine ALL the guard dogs used by such security firms to be medically examined and medical certificates provided. The quality of breeds of such dogs must be indicated and certified by a veterinary doctor.

2.2 Terms of Reference (Scope of Work)

The service provider will be required to provide an elaborate security plan but not limited to;

- a) Performing Security services for 7 days per week on a 24-hour basis.
- b) Having Security Guards on the following shifts:

- (i) One from 0600 hrs. To 1800 hrs. and
- (ii) From 1800 hrs. to 0600 hrs.

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 NMK: This is the entrance where people enter and exit and visitors are searched and ID cards checked.
- (ii) Main entrance Gate to NMK, vehicles entering and leaving NMK will be checked for any foreign object that may prejudice peace and security and to prevent theft.

e) Assisting visitors upon their arrival at the respective floors within NMK 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 NMK so that they can control the entries to the premises and to the parking lot accordingly.

Entries and exists 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 Director General, NMK.

k) A high security performance in the execution of work is expected. Poor performance and substandard quality work arising from the Monthly Performance Assessment Report will be sufficient grounds for termination of the contract.

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 NMK shall be presented to the Security Officer.
- n) If need be, there shall be escorts provided by the Security company either backup or on board escort.

2.3 Kitting / Equipment

All guards must be fully equipped with the right tools for their work. The equipment will consist of but not limited to:

- a) Peak Caps/Berets
- b) Whistles and Lanyards
- c) Torches and batteries
- d) Serviceable military boots
- e) Other security equipment like – electrical 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 NMK assignments.
- l) Umbrellas and any other protective clothing.
- m) A performance Assessment report form shall be completed by both parties on monthly basis.

2.4 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) Provision of communication equipment at the assignment area and all patrol vehicles must be fitted with vehicular radio communication.
- c) Prepare assignment instructions for each post/Guard.

2.5 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 the contract 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 NMK, its servants or agents, the security company will indemnify NMK against all actions claims and demands in respect of such injury, and;

- b) Work Injury Benefit Act (WIBA)

Work 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 NMK's approval. If any insurer makes any material alterations to the terms of Security Company shall forthwith notify NMK. In all respects comply with any condition stipulated in the insurance policy.

3.0 SUBMISSION OF TENDERS

3.1 The invitation is open to **reputable firms providing Security Services with good track record in provision of high quality reliable security services deploying literate, well trained, disciplined and honest guards. The firms must have satisfactory network and effective system of supervision of the guards even where the guards are deployed at a distance from the firms' fixed office.**

3.2 NMK encourages tenderers to tender for the entire package of ten (10) classes of clusters in the NMK Network. But where the tenderer cannot tender for all the sites, the tenderer has the option to place a tender for less.

Tenderers placing a tender in a class of cluster that requires Alarm Services must also place a tender for Provision of Alarm Systems Services in the given cluster. **This is to say; in a class of cluster where alarms are required, only firms that have alarm facilities shall be considered.**

3.3 Tenderers may survey the locations by prior arrangements with NMK's Security Manager at the tenderer's cost.

3.4 The tenderer shall place a tender for a class of site by completing **tender forms provided in part II of this tender document and labelled Form T1-T8** for the **technical bid** and corresponding forms **in part III marked Form F1** for the **financial Bid**.

3.5 Where the tenderer selects to tender for sites that are less than the entire package the tenderer shall fill the forms under the relevant site and mark the other form/s N/A to denote not applicable.

3.6 It is the responsibility of the tenderer to ensure that he/she thoroughly goes through the information provided to enable him/her adequately complete the tender documents.

3.7 For each tender the tenderer shall submit tender documents **in two segments**. Segment one will be the technical bid and segment two the financial bid.

3.8 Segment one which is the **technical bid** (Forms marked T1 to T7) shall be submitted **in two documents** one which shall be the original document to be clearly marked "**Original Technical Bid**" and the other a **replica** of the original technical bid to be clearly marked "**Copy Technical bid**". The markings should be in capital, bold and prominent letters.

The two documents shall be enclosed in an envelope and sealed.

- 3.9 Segment two which is the **Financial Bid** (Forms F) shall be submitted in two documents one which shall be the original document to be clearly marked "**Original Financial Bid**" and the other a **replica** of the original financial bid to be clearly marked "**Copy Financial Bid**". The markings should be in capital, bold and prominent letters. The two documents shall be enclosed in an envelope and sealed.

Do not disclose your Financial Bid in the Technical Bid

Both the Technical Bid and Financial Bid enclosed in their separate envelopes should be inserted in one outer envelope boldly and clearly marked: TENDER NO. NMK/T/2/SG/2022-24

- 3.10 All tenders must be completed in indelible ink and be **signed** by the tenderer or a person duly authorized. Any alteration and over writing should be initialled by the person signing the tender document. **A tender not duly signed shall be considered non responsive and shall be disqualified.**
- 3.11 Where the tenderer submits unsealed or improperly marked envelopes the tender may be disqualified and NMK will not assume any responsibility for the tenders misplacement or mishandling.
- 3.12 The tenderer is responsible for following all the instructions and filling all the forms relevant to the tender appropriately. Any tender not completed in conformity with the tender document shall be disqualified.

4.0 TRACK RECORD AND REFEREES

Tenderers must provide names and addresses of at least five (5) firms they have provided similar security services to within the last three (3) years clearly indicating the contract sums with each firm. Where the contracts have been terminated, tenderers must provide explanations of the circumstances leading to the termination of the contract. The information shall be provided in conformity with the format provided in part II of this tender document and specifically form T4. NMK reserves the right to refer to the firms listed to verify the information given without reverting to the tenderer.

5.0 PRICE

- 5.1 Price quoted must be valid for the entire validity period of the tender and must be inclusive of all relevant duties/taxes and statutory deductions. The prices must be quoted in Kenya Shillings. Arithmetic errors will be corrected as follows:
- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of NMK's Tender Evaluation Committee, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer

does not accept the corrected amount, the tender may be rejected and the Tender security forfeited.

6.0 ADJUSTMENT OF NUMBER OF GUARDS AND THE TENDER PRICE

NMK reserves the right to reduce or increase the number of guards specified in this tender document in any cluster at any time before contract is executed and where this right is actualized, the tender price quoted in the tender document shall be apply.

7.0 TENDER SECURITY, PERFORMANCE SECURITY AND VALIDITY PERIOD

7.1 TENDER SECURITY

7.1.1 The tenderer shall furnish, as part of its tender, a Tender security of **Kshs. 500,000.00 (Five Hundred Thousand)** only and valid for a period of not less than ninety (90) calendar days from the date of tender opening. The Tender security shall be denominated in Kenya Shillings and shall be in the following form:

- a) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Public Procurement Oversight Authority (PPOA).
- d) A deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund
- e) Letter of credit.

7.1.2 The Tender security is required to protect NMK against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 7.1.6

7.1.3 Any tender not secured in accordance with paragraph 7.1.1 shall be rejected by NMK as non-responsive.

7.1.4 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

7.1.5 The successful Tenderer's Tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.

7.1.6 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 12.0 or
 - (ii) to furnish performance security in accordance with paragraph 7.20.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

7.2 PERFORMANCE SECURITY

The successful tenderer shall be required to provide a performance security equivalent of **5% of the annual price/bid value**.

7.3 TENDER VALIDITY PERIOD

The tenders shall remain valid for one hundred and twenty (120) calendar days after date of opening and any tender valid for a shorter period shall be considered non responsive. For the successful tenderer(s) the tender price shall remain valid and fixed for the entire contract period.

8.0 LOCATION, ASSETS AND STAFF STRENGTH

The tenderers are required to list the number of branches and addresses both physical and post inclusive of telephone numbers. They must further indicate the assets, staff strengths as per the forms provided. The tenderer by submitting a tender commits to give unhindered access to NMK to verify information submitted as part of the tender.

9.0 PAYMENT TERMS

Payment will be by cheque and shall be on presentation of a duly authenticated invoice every month in arrears.

10.0 POST QUALIFICATION

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

11.0 CONTRACT AWARD

NMK reserves the right to decide on awards and can therefore award the tender to one or, several tenderers or apportion the awards as it may deem fit.

12.0 SIGNING OF CONTRACT

- 12.1 Successful tenderer(s) shall be required to enter into a formal contract with NMK whose contents shall be derived mainly from this tender document and the tender document submitted.
- 12.2 Successful tenderer(s) shall sign a contract with NMK within 30 days and not earlier than 14 days from the date of award.
- 12.3 Deployment of guards shall be expected to be immediate on the first day of Commencement of the contract.
- 12.4 The Laws of Kenya shall be applicable to the formal contract.

13.0 COST OF TENDER DOCUMENTS

The tenderer bear the cost associated with preparation and submission of the tender and NMK will not be responsible for this cost or any other costs incurred by the tenderer regardless of the outcome of the tender process.

14.0 AMENDMENTS AND REQUESTS FOR CLARIFICATIONS

- 14.1 At any time prior to the deadline for submission of tenders, NMK, 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 amendment.
- 14.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing and the amendment will be binding on them.
- 14.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, NMK, at its discretion, may extend the deadline for the submission of tenders.
- 14.4 A prospective tenderer requiring any clarification of the tender document may notify NMK in writing at the entity's address indicated herein. NMK will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders. Written copies of NMK's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 14.5 NMK shall reply to any clarifications sought by the tenderer within one (1) day of receiving the request to enable the tenderer to make timely submission of its tender.
- 14.6 For all enquiries or clarifications, please contact Chief Procurement Officer. For such requests for clarifications and/or enquiries vide any of the following communication facilities:
- i) Tel: +254-20-8164134, +254-20-81 64135, +254 721308485
 - ii) Email address: procurement @museums.or.ke
 - iii) Letter hand delivered

15.0 GUIDE TO EVALUATION CRITERIA

Tenders shall be evaluated in Four (4) stages as follows:-

- 15.1 Preliminary Evaluation for Determination of Responsiveness
- 15.2 Mandatory requirements
- 15.3 Technical evaluation
- 15.4 Financial evaluation

15.1 Preliminary Evaluation for Determination of Responsiveness

NMK will start by examining all tenders to ensure they meet all aspects of the eligibility criteria and other requirements in the tender document, and that the tender is complete in all aspects in meeting the requirements of *National Museums of Kenya*, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete.

15.2 Mandatory Requirements

Failure to meet any one of the mandatory requirements shall be basis for disqualification. It is therefore imperative that the tenderer carefully ensures that tenders submitted meet all the mandatory requirements.

- a) Proof of physical address and capability to deliver security services
- b) A copy of certificate of Incorporation/registration.
- c) A copy of current and valid Tax compliance certificate issued by Kenya Revenue Authority
- d) Original Tender security as specified in clause 7.1 of this tender document and valid for 90 days after the date of opening of the tender. The **Tender security shall be enclosed in the envelope containing the Technical bid****
- e) Copies of Audited accounts for the years 2020 and 2021
- f) Duly completed, signed and stamped Tender Forms T1-T5 in the format provided
- g) Valid Compliance certificate from NHIF or evidence of remittance of employees NHIF contributions for the last three months
- h) Valid Compliance certificate from NSSF or evidence of remittance of employees NSSF contributions for the last three months
- i) WIBA compliant- Provide a copy of policy as evidence
- j) A copy of valid Fidelity Guarantee Insurance Cover
- k) A copy of valid Public Contractual Liability Insurance Policy of not less than 10 Million
- l) A copy of membership certificate with Protective Security Industry Association (PSIA) or Kenya Security Industry Association (KSIA) or any other accredited professional organization whether local or International
- m) A copy of valid compliance certificate issued by Ministry of Labour showing compliance with Labour requirements
- n) A copy of valid Communications Commission of Kenya (CCK) Radio and Alarm Licences

NB: Any tender that fails to meet any one of the mandatory requirements as defined above shall not proceed to the next stage which is technical evaluation.

15.3 Technical Evaluation

Technical evaluation shall be based on the following criteria:-

No.	Item of Evaluation	Score
1.	Track record and references At least five (5) reputable corporate clients to whom you have supplied similar services with supporting evidence in the form of contracts or LPOs. (Each reference=6 marks)	30
2.	Average volume of business handled in years: 2020 and 2021 <ol style="list-style-type: none">i. Over Kshs. 50 million (20 marks)ii. Over Kshs. 30 million and below 50 million (15 marks)iii. Over 15million and below 30 million (10marks)iv. Over 10 million and below 15 million (5 marks)v. Below 10million (2marks)	20
3.	Experience-years of cumulative experience in provision of security services <ol style="list-style-type: none">i. Above 10 years (10 marks)ii. Over 5 years and below 10 years (5marks)	10

	iii. Below 5 years (2marks)	
3.	Managerial and Key Personnel Competency Profiles (attach CV and copies of certificates). a. Well defined organizational structure (5marks): Yes =5marks, No =0 mark b. At least five including CEO (10 marks) i. Degree level and Diploma in security management (2 marks each) ii. Diploma in security management (1marks) iii. Certificate in security management (0.5mark)	15
4.	Branded company motor vehicles and motor cycles dedicated to security assignments, deployments and supervisions. At least a motor vehicle and cycle per every cluster (attach copies of log books) a. Total of 15 motor vehicles and above (10 marks) b. Between ten (10) motor vehicles and below 15 (5marks) c. Below ten (10) motor vehicles (2marks)	10
5	Branch offices in each cluster (for each cluster a branch office can be in any one or more of the locations in that cluster) 1 mark for each one/more branch office up to a maximum of 5 points	5
5.	Financial Health <i>(to be calculated from the submitted audited accounts)</i> Liquidity Ratio (10 mks) i) 1 : 2 & above = 10 marks ii) 1 :1.99 =7 marks iii) 1 : 0.5 – 0.99 = (5 marks) iv) 1:< 0.5 =2 marks Profitability ratio (10 mks) i) 20% and above = 5 marks ii) 15% - 19% = 3 marks iii) 10% - 14% = 2 marks iv) 1% -9% = 1 marks	10
Totals		100%

NB: Only tenders that attain a score equal to or above 75% of the marks applicable in the technical evaluation stage shall proceed to the financial evaluation stage. Firms that are unsuccessful in all the clusters shall have their financial bids returned unopened.

15.3 Financial Evaluation shall be based on tender value.

16.0 NATIONAL MUSEUMS OF KENYA'S RIGHTS

NMK, as the buyer, reserves the right to accept or reject the lowest or any tender at any time prior to award without thereby incurring any liability to the concerned tenderers or bearing any obligation to inform them of the grounds of NMK's actions.

17.0 ENQUIRIES/CLARIFICATIONS

For all enquiries or clarifications required, please contact Procurement Manager. For such requests for clarifications and / or enquires please use any of the following communication facilities:-

- i) Tel: +254-20-8164134, +254-20-8164135, +254 721308485
- ii) Email address: procurement@museums.or.ke
- iii) Delivered by hand/post

PART II

TECHNICAL BID

(TO BE SEALED IN AN ENVELOPE SEPARATE FROM FINANCIAL BID)

Information sought under part II shall constitute the basis for technical evaluation and shall be enclosed in the envelope containing the technical bids to be opened on the tender closing day. All tenderers must complete Forms marked T1 to T5.

FORM T 1

STAFF STRENGTH AND BRANCHES/OFFICES

tenderers should provide in the table below and in reasonably comprehensive manner a profile of personnel employed directly and fulltime in the firm as well as locations where they have offices open on full time basis.

BRANCH/OFFICE (Indicate HQ for Head Quarters)	MANAGEMENT STAFF (Number)	SUPERVISORY STAFF (Number)	GUARDS (Number)	OTHERS STAFF (Number)	TOTAL STAFF (Number)
TOTAL					
% With three (3) years of experience and above					

FORM T 2

ORGANIZATIONAL STRUCTURE

A clear depiction of tenderers Organizational Structure on a form to be labelled by the tenderer as Form T 2

FORM T3

QUALITY DECLARATION

- a) We declare that all guards proposed to be posted shall be literate, capable of maintaining multi registers, disciplined, smart and honest.
- b) We declare that if engaged to provide services to NMK, we shall provide all the guards deployed in NMK premises with standard equipments and provisions necessary for effectively carrying out their duties such as neat uniforms, whistles, necessary protection equipment etc.
- c) We declare that in the event that we are contracted to provide the tendered services, we shall indemnify NMK against theft arising from our guards' direct involvement, negligence, omission, commission or any other act leading to loss of NMK's property or can be interpreted to have led to loss of the property.
- d) We declare that in the event that we are awarded the tender we shall at all given times follow lawful instructions of NMK authorized officers and that we shall ensure all our guards deployed at NMK premises do so too.
- e) **Confirmation of declaration**

We/I the undersigned having the authority to commit
Ms..... a
firm offering security services do hereby confirm that we shall abide by the
above declaration if we are awarded the tender.

Date

Signed

Full name

Official Rubber Stamp

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

For purposes of participating in this Tender, you are required to give the full particulars and disclosures sought for in this Business Questionnaire, as far as it is applicable to your firm's type of business.

GENERAL INFORMATION

- a) Business Name:.....
- b) Date of Formation:.....
- c) Certificate of Incorporation Number: (Attach Copy).
- d) Principal Business Activity:
- e) Location of Business Premises Head Quarters
- f) Plot No:
- g) State if Premises is owned/rented/leased:
- h) If rented/leased confirm that rent is either update or in arrears:
.....
.....
- i) Postal Address of Business:Tel. No:
- j) Current Trade License No:Expiring Date:
- k) Maximum value of Business that you can handle at any one time Kshs:
- l) Name of your bankers:Branch:
- m) Other obligatory declarations (e.g. Personal Income Tax Number - PIN):
.....
- n) Has your Company at any one time been unable to perform on award of a tender? (Yes/No.....)
Tick (√) whichever applicable
If Yes explain
.....
.....
.....
.....
- o) Does your firm run Courier services
YES NO (Tick where appropriate)

If Yes state the exact Business name of the service provider
.....
.....
.....

BUSINESS PARTICULARS

(A) - Sole Proprietor (if applicable)

- i) Your name in full:.....Age:.....
- ii) Nationality.....ID Card/Passport No:.....

(B) – Partnership (if applicable)

Details of all Partners are as follows:-

	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.
2.
3.
4.
5.

(C) - Limited Liability Company/Corporation

- a) Certificate of Incorporation No:.....
- b) State the nominal and issued capital of company -
 - i) Nominal Kshs.....
 - ii) Issued Kshs:.....
- c) Number of Shareholders:.....
- d) State last date Annual Returns were submitted to Registrar of Companies
.....
- e) If State Corporation, state Act of Incorporation
.....
- f) Give details of all Directors as follows:-

	<u>Name</u>	<u>Nationality</u>	<u>Citizenship</u>	<u>Shares held Company</u>
1.
2.
3.
4.
5.

(D)- Associated/Subsidiary Companies

Provide details of other business firms that your company has interests in.

	<u>Name of Company</u>	<u>Number of Shares Owned</u>
1.
2.
3.
4.
5.

(E)- Areas of interest/specialization

Based on your business operations, please specify areas of specialization in e.g Residential Guards, Cash in transit services, Parcel and Courier Services , Alarm backup services etc.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

(F)- Track Record Reference

Please specify names of at least five (5) major companies/corporations with whom you have conducted/or have been conducting or has conducted similar business with in year 2019, 2020 and 2021.

Name of Company/ Corporation etc	Value of Business Transacted		
	2019	2020	2021
1.
2.
3.
4.
5.
6.

(G) Past Business with NMK

a) Have you ever been engaged by NMK to provide services similar to the ones being tendered for now:

YES NO (Tick where appropriate)

b) If yes , has there been any occasion when your services were terminated before the expiry of the contract?

YES NO (Tick where appropriate)

If yes, explain

.....

.....

.....

(H)- Confirmation of declarations made

I/We the undersigned certify that the information given in this form is true to the best of my/our belief and knowledge.

DATE: **SIGNED:**

FULL NAME:

POSITION HELD:

OFFICIAL RUBBER STAMP.....

FORM T5

RELEVANT ASSETS DECLARATION

Tenderers are required to provide information on assets as hereunder

1. Entire fleet of vehicles/cycles available to the firm in number

Type	Number
i) Bicycles
ii) Motor Cycles
iii) Motor Vehicles

For motor vehicles deployed for operations (non personal non management) list a maximum of ten (10) of them preferably of differentiated specialization eg. Armoured, ordinary, four wheel, alarm response etc.

2. Operational Motor Vehicles Make and Registration	Description of use/specification
i)
ii)
iii)
iv)
v)
vi)
vii)
viii)
ix)

3. Describe your Alarm Supported Response capability including locations where you have this capability

a) Description of Capability

.....
.....

b) Location where you have this capability

Town/Location

.....

4. Is your firm in a position to within short notice avail tracking dogs?

YES NO (Tick where appropriate)

If yes, indicate if they would be hired or owned by your firm

.....
.....

5. Do you operate own training school

YES NO (Tick where appropriate)

If yes, describe the facilities available and give location.

.....

6. Confirmation of declarations made

I/We the undersigned certify that the information given above is true to the best of my/our belief and knowledge.

DATE: **SIGNED:**

FULL NAME:

POSITION HELD:

OFFICIAL RUBBER STAMP.....

FORM T8:

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I,(person) on behalf of (Name of the Business/ Company/ Firm) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory

Sign.....

Position.....
.....

Office address.....

Telephone..... E-mail

Name of the Firm/Company.....

Date

(Company Seal/ Rubber Stamp where applicable)

Witness Name

Sign

Date

APPENDIX 1-FRAUD AND CORRUPTION

Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by National Museums of Kenya under subsection (7) does not limit any legal remedy National Museums of Kenya may have;
- v) An employee or agent of National Museums of Kenya or a member of the Board or committee of National Museums of Kenya who has a conflict of interest with respect to a procurement—
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) An employee, agent or member described in subsection (1) who refrains

from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to National Museums of Kenya;

- vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, National Museums of Kenya:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
- Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of National Museums of Kenya or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive National Museums of Kenya of the benefits of free and open competition.**
- c) Rejects a proposal for award¹ of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-

consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (l e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect²all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.
-

PART III

FINANCIAL BID

**(To be enclosed in a separate envelop
from the Technical bid)**

Tenderers shall place their financial bid in the form provided hereafter for each class of cluster where an offer has been placed. Where a tenderer has not placed an offer in the technical part for the corresponding class of clusters, the tenderer shall mark N/A in the table corresponding to the class of cluster.

The tenderer finally summarise all the financial bids in each specific class of cluster in the table provided and marked Form F1. Note that all the forms including all those marked Not Applicable N/A must be forwarded together with the financial bids.

FINACIAL BID

FORM 1- DESCRIPTION OF SERVICES AND PRICE SCHEDULE

1. National Museum Kenya Headquarters'

	Item description	No. of Guards required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	15		
2	Dog + Handler	1		
3	Supervisor	1		
4	Alarm / Back up system	1		
			Total	

2. Nairobi Gallery (Old Pc office) along Kenyatta Avenue Nairobi

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	4		
			Total	

3. Institute of Primate Research – Karen

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security Guards	24		
2	Dog + Handler	2		
3	Supervisor	1		
4	Alarm/ Backup system	1		
			Total	

4. Karen Blixen museum –Karen

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	6		
2	Dog + Handler	1		

3	Alarm / Back up	1		
			Total	

5. Ndemi Road staff quarters – Nairobi

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	2		
2	Dog + Handler	1		
3	Alarm / back up system	1		
			Total	

6. Kisumu Museum - Kisumu

	Item Description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Price
1	Security guards	7		
2	Dog + Handler	1		
			Total	

7. Hyrax Hill Museum - Nakuru

	Item description	No. of Guards Required	Unite price	Total Monthly charges Per Guards (Kshs)
1	Security guards	3		
			Total	

8. Narok Museum – Narok

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	3		
			Total price	

9. Uhuru Gardens – along Langata Road ,Nairobi

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	7		
2	Dog + Handler	2		
			Total	

10. Coastal Region Museums – Mombasa

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	27		
2	Dog + Handler	3		
			Total	

11. Kitale museum

	Item Description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	7		
2	Dog + handler	3		
			Total	

12. Thimlich Ohinga

	Item Description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	4		
			Total	

13. Murumbi monument

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	2		
		Total		

14. Meru museums

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	2		
		Total		

15. Njuri Ncheke

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards

				(Kshs)
	Security guards	2		
	Dog + handler	1		
		Total		

16. Nyeri Museums

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
	Security guards	2		
		Total		

17. Kariandusi pre-historic site

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
	Security guards	3		
		Total		

18. Kakapel

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
	Security guards	3		
		Total		

19. Fort Ternan Pre-Historic Site

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
	Security guards	2		
		Total		

20. Kenyatta House Maralal

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
	Security guards	3		
		Total		

21. Kenyatta House Lodwar

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
	Security guards	3		
		Total		

22. Kapenguria Museum

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
	Security guards	2		
		Total		

23. Kabarnet Museum

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	3		
		Total		

24. Tambach Museum

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	2		
		Total		

25. KoobiFora Prehistoric Site

	Item Description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security Guards	3		
		Total		

26. Songhor Prehistoric site

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards

				(Kshs)
1	Security Guards	3		
		Total		

27. Tom Mboya Mausoleum

	Item description	No. Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	3		
		Total		

28. Jaramogi Oginga Odinga Mausoleum

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	3		
		Total		

29. Other Coast Region Museums

	Item description	No. of Guards Required	Monthly charges Per Guard (Kshs)	Total Monthly charges Per Guards (Kshs)
1	Security guards	38		
2	Dog + Handler	3		