

TENDER DOCUMENT

FOR

Provision of Security and Guard Services

ACA/AT/002/2019/2020

TENDER DOCUMENT

FOR

PROVISION OF SECURITY AND GUARD SERVICES: OPEN

**National Water Plaza, 3rd Floor along Dunga Road, Industrial
Area
Nairobi**

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SECTION I: INTRODUCTION

1.1 Disclaimer

This document is the property of ANTI COUNTERFEIT AUTHORITY and the information contained herein is confidential. This document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied, without the Agency's prior written permission, or, if any part hereof is furnished by virtue of a contract between the Agency and a third party, as expressly authorized under that contract.

1.2 Background Information

The Anti Counterfeit Authority was established under section 3 of the Anti Counterfeit Act No. 13 of 2008 as a corporate body under the state corporations Act, chapter 446 of the Laws of Kenya. Its core mandates are to enlighten and inform the public on matters relating to counterfeiting; combat counterfeit trade and other dealings in counterfeit goods in Kenya in accordance with the Act or any other written law; devise and promote training programs to combat counterfeiting and co-coordinating with national, regional or international organizations involved in combating counterfeiting. The Authority's vision is to be the global leader in combating counterfeiting. The mission is to combat counterfeiting and prohibit trade in counterfeit goods through training, research, consumer awareness and co-ordination with national, regional and international organizations in the effective enforcement of intellectual property rights.

SECTION II: INVITATION TO TENDER

06th August, 2019

TENDER REF NO: ACA/AT/002/2019/2020

TENDER NAME: PROVISION OF SECURITY AND GUARD SERVICES

1.1 The Anti Counterfeit Authority invites sealed tenders from eligible candidates for Provision of Security and Guard Services.

1.1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Department, National Water Plaza Building, 3rd Floor during normal working hours.

1.2 A complete set of tender documents may be downloaded free of charge from our website www.aca.go.ke by interested candidates or upon payment of a non-refundable fee of Kshs 1,000/= in Cash from procurement office.

1.2.1 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and be deposited in the Tender Box at the Authority's offices on the National Water Plaza Building, 3rd Floor and shall be addressed to:

**The Executive Director
Anti-Counterfeit Authority
P.O. Box 47771 – 00100 Nairobi**

So as to be received on or before **Tuesday 20th August, 2019 at 10.00 a.m.**

1.3 Prices quoted in Kenya Shillings should be net inclusive of all taxes and shall remain valid for 90 days from the closing date of the tender.

1.4 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Authority's Boardroom on the 3rd floor.

1.5 A **site visit** on (14th August 2019 at 2pm) is recommended before submission of the tender for clarification and any other information required.

SECTION III: INSTRUCTIONS TO TENDERERS

3.1 Eligible Tenderers

- 3.1.1 This Invitation to tender is open to all Tenderers eligible as described in the Invitation to Tender. The successful tenderer shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as term).
- 3.1.2 The Agency's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 3.1.3 Tenderers are not to associate with each other and every tenderer is expected to present its own tender without associating with other tenderers. Joint tenders will automatically be disqualified. Any firms associating in contravention of this requirement shall automatically be disqualified.
- 3.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

3.2 Cost of Tender

- 3.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Agency will in no case be responsible or liable for the costs, regardless of the conduct or outcome of the tendering process.
- 3.2.2 The cost for the Tender document is free to download from our website www.aca.go.ke but a fee of **Kshs1,000/=** is applicable only for those who collect the document from our office during normal working hours.

3.3 The Tender Document

- 3.3.1 The Tender Document comprises the documents listed below:
- 1) Invitation to Tender;
 - 2) Instructions to Tenderers;
 - 3) Tender Security Form;
 - 4) Schedule of Requirements;
 - 5) Price Schedule; and
 - 6) Confidential Business Questionnaire form
- 3.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender document. Failure to furnish all information required by the tender document or to submit a tender not substantially responsive to the tender

document in every respect will be at the tenderers risk and may result in the rejection of its tender.

3.4 Clarification of Documents

- 3.4.1 A prospective tenderer making inquiries of the tender document may notify the Agency by post, fax or by email at the Agency's address indicated in the Invitation to Tender. The Agency will respond in writing to any request for clarification of the tender document which it receives not later than five (5) days prior to the deadline for the submission of the tenders prescribed by the Agency. Written copies of the Agency's 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 document.
- 3.4.2 The Authority 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.

3.5 Amendment of the Tender Document

- 3.5.1 At any time prior to the deadline for submission of the tenders, the Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tendering documents by amendment.
- 3.5.2 All prospective tenderers that have received the tendering documents will be notified of the amendment in writing and it will be binding on them. It is therefore important that tenderers give the correct details when collecting the tender document.
- 3.5.3 In order to allow prospective tenderers reasonable time to take any amendments into account in preparation of their tenders, the Agency may at its sole discretion extend the deadline for the submission of tenders based on the nature of the amendments.

3.6 Language of Tender

- 3.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Agency shall be in written English language.

3.7 Documents Comprising the Tender

- 3.7.1 The tender document prepared by the tenderer shall comprise the following components:
- i) Schedule of Requirements and a Price Schedule completed in accordance with paragraph 3.8, 3.9 and 3.10 below;

ii) Documentary evidence established in accordance with Paragraph 3.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; and

iii) Confidential Business Questionnaire.

3.8 Form of Tender / Price Schedule

3.8.1 The tenderer shall complete the Price Schedule furnished in the tender, indicating the services to be performed and cost of the service.

3.9 Tender Price

3.9.1 The tenderer shall indicate on the Price Schedule the unit price where applicable and total tender price for the assignment under the contract.

3.9.2 Prices indicated on the Price Schedule shall be the cost of the service including all duties and VAT and other taxes payable.

3.9.3 Prices quoted by the tenderer 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.

3.10 Tender Currency

3.10.1 Prices shall be quoted in Kenya Shillings.

3.11 Tenderers Eligibility and Qualifications

3.11.1 Pursuant to paragraph 3.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

3.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Agency's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

3.12 Tender Security

3.12.1 The Tenderer shall furnish, as part of its tender, a tender security of **Kshs 52,000/=** (Twenty Thousand Shillings only) as specified in the Appendix to Invitation to Tender.

3.12.2 The tender security shall be in the form of a bank guarantee or a bank draft issued by a reputable bank, or a guarantee issued by a reputable insurance company (approved by the Public Procurement Oversight Authority) in the form provided in

the tender documents and should be valid for thirty (30) days beyond the tender validity period.

- 3.12.3 Any tender not secured in accordance with paragraph 3.12.1 will be rejected as non-responsive pursuant to paragraph 3.20.
- 3.12.4 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Agency.
- 3.12.5 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 3.24 and furnishing the performance security (where necessary), pursuant to paragraph 3.27.
- 3.12.6 The tender security may be forfeited:
 - a) If a tenderer withdraws its tender during the period of tender validity specified by the Authority on the Tender Form;
 - b) In the case of a successful tenderer, if the tenderer fails:
 - i) To sign the contract in accordance with paragraph 3.24
 - ii) To furnish performance security (where necessary) in accordance with paragraph 3.27.

3.13 Validity of Tenders

- 3.13.1 Tenders shall remain valid for 120 days after date of tender opening. A tender valid for a shorter period shall be rejected by the Authority as non-responsive. However, the Authority will make its best effort to arrive at a decision within this period.
- 3.13.2 In exceptional circumstances, the Authority 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.

3.14 Format and Signing of Tender

- 3.14.1 The tenderer shall prepare two copies each of the tender, clearly marking each "ORIGINAL TENDER" AND "COPY TENDER" as appropriate. In the event of any discrepancy between them, the original shall prevail.
- 3.14.2 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 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 (s) signing the tender.
- 3.14.3 The tender shall have no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such correction shall be initialed by the person (s) signing the tender.

3.15 Sealing and Marking of Tenders

3.15.1 The tenderer shall seal the original and the copy of the tender in two separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY TENDER”. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- (a) be addressed to the Authority at the address given in the Invitation to Tender.
- (b) bear tender number and name in the Invitation to Tender

3.15.2 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”.

3.15.3 If the outer envelope is not sealed and marked as required by paragraph 3.15.2, the Authority will assume no responsibility for the misplacement or premature opening of the tender.

3.16 Deadline for Submission of Tenders

3.16.1 Tenders must be received by the Agency at the address specified in the Invitation to tender not later **than Tuesday 20th August 2019 at 10 a.m.**

3.16.2 The Authority may, at its discretion, extend this deadline for the submission of tenders by amending the Tender document in accordance with paragraph 3.5.3 in which case all rights and obligations of the Agency and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

3.16.3 Bulky tenders which will not fit into the tender box shall be received by the Procurement Department. Tenders received after the deadline for submission will be rejected and returned unopened.

3.17 Modification and Withdrawal of Tender Documents

3.17.1 The tenderer may modify or withdraw its tender after the tenderer’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by the Agency prior to the deadline prescribed for submission of tenders.

3.17.1 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 3.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

3.17.2 No tender may be modified or withdrawn after the deadline for submission of tenders.

3.17.3 The Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

3.17.4 The Authority 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.

3.18 Opening of Tenders

3.18.1 The Authority will open all tenders in the presence of tenderers representatives who choose to attend, on 20th August, 2019 at 10.00 a.m in the location specified in the Invitation to Tender.

3.18.2 The tenderers names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Authority , at its discretion, may consider appropriate, will be announced at the opening.

3.18.3 The Authority will prepare minutes of the tender opening.

3.19 Clarification of Tender Documents

3.19.1 To assist in the examination, evaluation and comparison of tenders the Authority 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.

3.19.2 Any effort by the tenderer to influence the Agency's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

3.20 Preliminary Examination and Responsiveness

3.20.1 The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

3.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 3.20.3 The Authority may waive any minor informality or non-conformity 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.
- 3.20.4 Prior to the detailed evaluation, pursuant to paragraph 3.22, the Authority 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. The Authority's determination of a tenderer's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 3.20.5 If a tender is not substantially responsive, it will be rejected by the Agency and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

3.21 Conversion to single currency

- 3.21.1 Where other currencies are used, the Agency will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

3.22 Evaluation and Comparison of Tenders

- 3.22.1 The Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 3.20.
- 3.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the service.
- 3.22.3 The tender evaluation committee shall evaluate the tenders within 15 days from the date of opening the tenders.
- 3.22.4 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.
- 3.22.4 Preference where allowed in the evaluation shall not exceed 15%.

3.23 Contacting the Authority

- 3.23.1 No tenderer shall contact the Authority on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

3.23.2 Any effort by a tenderer to influence the Authority in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers tender.

3.24 Award of Contract

a) Post-qualification

3.24.1 In the absence of pre-qualification, the Authority 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.

3.24.2 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 by the tenderer pursuant to paragraph 3.11.2, as well as such other information such as site visits as the Agency deems necessary and appropriate.

3.24.3 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 the Agency will proceed to the next lowest evaluated tenderer to make a similar determination of that tenderers capabilities to perform satisfactorily.

b) Award Criteria

3.24.4 The Authority will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

3.24.5 To qualify for contract award, the tenderer shall have the following:

- i) Necessary qualifications, capability and experience to provide the service;
- ii) Legal capacity to enter into a contract;
- iii) 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; and
- iv) Shall not be debarred from participating in public procurement.

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

c) Right to Vary Quantities

3.24.7 The Authority reserves the right at the time of contract award to increase or decrease the quantity originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

d) Right to Accept or Reject Tenders

3.24.8 The Authority reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer(s) or any obligation to inform the affected tenderer (s) of the grounds for the Authority's action. If the Authority determines that none of the tenders is responsive, the Authority shall notify each tenderer who submitted a tender.

3.25 Notification of Award

3.25.1 Prior to the expiration of the period of tender validity, the Authority will notify the successful tenderer in writing that its tender has been accepted.

3.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the Authority pursuant to clause 3.26. Simultaneously the other tenderers shall be notified that their tenders were not successful and the Agency will discharge its tender security.

3.26 Signing of Contract

3.26.1 Upon receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Agency.

3.26.2 The parties to the contract shall have it signed immediately after the date of notification of contract award unless there is an administrative review request.

3.27 Performance Security

3.27.1 The successful tenderer may be required to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Authority.

3.27.2 Failure by the successful tenderer to comply with the requirement of paragraph 3.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Authority may make the award to the next lowest evaluated tenderer or call for new tenders.

3.28 Corrupt or Fraudulent Practices

3.28.1 The Authority 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.

- 3.28.2 The Authority will reject a tender 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.
- 3.28.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

3.29 Confidentiality

- 3.29.1 Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the tenderers who submitted the tenders or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

Appendix to Instructions to Tenderers

This is information regarding the particulars of the tender to complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
3.1.1	All meeting the statutory requirements
3.12.1	Kshs 52,000
2.16.1	date and time of closing: 20 th August 2019 at 10.00a.m.
3.27.1	10% of Tender Sum where necessary

3.24 Award Criteria

Stage 1: Mandatory Requirements

1. Tender Security of Kshs 52,000;
2. Copy of Certificate of Registration / Incorporation;
3. Copy of current certificate from KSIA/PSIA;
4. Copy of Valid Tax Compliance Certificate;
5. Completely filled Confidential Business Questionnaire;
6. Audited accounts for the last two years;

7. Attach letters of recommendation from three (3) major clients and state value of the contracts for the last three years;
8. Attach company profile that shows Management Team and Board of Directors
9. Attach list of patrol fleet vehicles and motorcycles;
10. Copy of NSSF and NHIF Compliance Certificates;
11. Copy of Professional indemnity cover of not less than Kshs 5million.

The above mandatory requirements **MUST** be provided to proceed to stage 2.

Stage 2: Technical Evaluation

No	Requirement	Maximum Score (%)	Score Awarded (%)	Remarks
1.	Financial Capability (last 2 years audited accounts or 6 months bank statement)	15		
2.	Number of years in provision of security services (minimum 5 years)	10		
3.	Provide Organizational chart showing Directors, Managerial and Key positions in the organization.	5		
4.	Provide list of equipment and other resources proposed for the service (vehicles, motorcycles, portable radios)	5		
5.	Provide Qualification and experience of Key personnel proposed for the administration and execution of the service	15		
6.	State Counties where you have presence outside of Nairobi	10		
7.	State Emergency Response Ability (Response time mechanism)	10		
8.	State number of current corporate clients and provide references from three.	10		
9.	Proof of immunized trained dogs and dog handlers	5		
10.	a)State number of Guards (minimum 100) b) State number on standby per day (at least 15)	5		
11.	Professional Indemnity Cover	5		
12.	Metal detectors	5		
	TOTAL	100%		

Stage 3: Financial Evaluation

NB: Tenderer's who score less than 70% shall not be considered for financial evaluation. A site visit to the security firm will be done. The winning firm shall be the firm meeting the minimum score (70% and above) and with the lowest cost (VAT inclusive).

SECTION IV: SCHEDULE OF REQUIREMENTS

4. Expectations and Conditions

- 4.1 The tenderer should be able to indemnify the Authority in the event of losses attributable to negligence of its staff.
- 4.2 Tenderer MUST provide a supervisor to be the overall coordinator of security operations.
- 4.3 Provide and deploy professionally trained and skilled personnel to ensure high quality services and standards are maintained.

SECTION V: PRICE SCHEDULE FOR SERVICES

Item No.	Item Description	Unit	Quantity	Unit Cost-Monthly (Kshs)	Total Cost-Monthly (Kshs)	Remarks
1.	Day Guard 1.HQ offices 2.wall street go down 3.Eldoret go-down 4.kisumu office 6. Mombasa go-down	No. No. No. No. No.	3 1 1 1 1			Full time As and when required As and when required
2.	Night Guard 1.HQ offices 2.wall street go down 3.Eldoret go-down 4.kisumu office & go-down 5.Mombasa go-down	No. No. No. No. No.	3 1 1 1 1			Full time As and when required As and when required
3.	Watchman's Clock	No.	1			As and when required
4.	Hire of Temporary Security Services (Daytime)	No.	1			Will be requisitioned as and when required.

5.	Hire of Temporary Security Services (Night time)	No	1			Will be requisitioned as and when required.
6	Dog/Dog Handler	No.	1			Will be requisitioned as and when required.

SECTION VI: STANDARD FORMS

6.1 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 – General:
Business Name
Location of business premises.....
Plot No..... Street/Road.....
Postal Address Tel No. Fax E mail
Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time – Kshs. _____
Name of your bankers Branch
Contact Person..... Tel..... Title.....

Part 2 (a) – Sole Proprietor
Your name in full Age
Nationality Country of origin
Citizenship details.....

Part 2 (b) Partnership																				
Given details of partners as follows:																				
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Name	Nationality	Citizenship Details	Shares																	
1.																				
2.																				
3.....																				
4.....																				

Part 2 (c) – Registered Company												
Private or Public												
State the nominal and issued capital of company-												
Nominal Kshs. _____												
Issued Kshs _____												
Given details of all directors as follows												
<table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....			
Name	Nationality	Citizenship Details	Shares									
1.....												
2.....												

- 3.
- 4.
- 5.

* If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

6.2 TENDER SECURITY FORM

Whereas [Name of the tenderer](Hereinafter called “the tenderer”) has submitted its tender dated..... [Date of submission of tender] for the provision of security and guard services (hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of..... having our registered office at..... (hereinafter called “the Bank”), are bound unto the Anti-Counterfeit Agency (hereinafter called “the Procuring Entity”) in the sum offor which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____day of _____2019

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]_____

*(Amend accordingly if provided by Insurance Company)

6.3 TENDER SUBMISSION FORM

Having studied the Tender information for the above tender category We/I hereby state:

- a. That the information furnished in our/my application is accurate to the best of our/my knowledge.
- b. We/I enclose all the required documents and information required for the Tender.
- c. Our tender is binding to us and if found acceptable we shall be pleased to be provide the required service.
- d. We understand you are not bound to accept either in part or whole any tender you receive.

Date:.....

Applicant’s Name.....

Company Name

Suppliers Bank

Bank Account No.....

Bank Branch... ..

Bank Code.....

Suppliers email Address.....

Suppliers Mobile (Telephone).....

Signature.....

(Full name and designation of the person signing and stamp or seal)