



REPUBLIC OF KENYA

MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND
URBAN DEVELOPMENT

(State Department for Housing and Urban Development)

PROVISION OF GUARDING SERVICES IN ARID & SEMI-ARID AREAS (ASAL) REGION
FOR

THE FINANCIAL YEARS 2021/22 & 2022/23

TENDER NO. MTIHU/SDHU/ESTATES/039/9/2020-2021

TENDER DOCUMENTS

EMPLOYER
PRINCIPAL SECRETARY
P.O. BOX 30119-00100
NAIROBI

PROJECT MANAGER
DIRECTOR, ESTATES DEPARTMENT
P.O BOX 30119-00100
NAIROBI

MARCH 2021

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INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
 - i. Security.
 - ii. Cleaning.
 - iii. Servicing and repairs.
 - iv. Transport.
 - v. Clearing and forwarding.
 - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
 - i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.

SECTION I – INVITATION TO TENDER

Date _____

Tender Ref No: MTIHU/SDHU/ESTATES/039/9/2020-2021

Tender Name: PROVISION OF GUARDING SERVICES

- 1.1 The Ministry of Transport, Infrastructure, Housing and Urban Development, State Department for Housing and Urban Development invites sealed bids from eligible candidates for Provision Security Services.
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at procurement office, State Department for Housing and Urban Development Ardhi House, 6th floor wing 'B', MTC Secretariat Room during normal working hours or be downloaded from the Ministry's website www.transport.go.ke.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the tender box on 6th floor, Ardhi House, Nairobi or to be addressed to the Principal Secretary, State Department of Housing and Urban Development, P.O. Box 30119 -00100 Nairobi so as to be received on or before **Tuesday 8th June, 2021 at 11 a.m**
- 1.4 Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender
- 1.5 Tenders will be closed on **Tuesday 8th June, 2021 at 11 a.m** Tender will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Ardhi house, 6th floor, conference Room. (**Covid 19 Government protocols must be adhered to**)

For: PRINCIPAL SECRETARY
STATE DEPARTMENT FOR HOUSING & URBAN DEVELOPMENT

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender document/contract.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, 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 not exceed Kshs 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and Specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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 prospective tenderers who have received the tender documents

2.4.2. The procuring entity 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 documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, 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, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, 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;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 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, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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 its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's 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 for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee or
- b) Cash or
- c) Such insurance guarantee approved by the Authority or
- d) Letter of credit.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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 prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the tender Form; or

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

- i. to sign the contract in accordance with paragraph 2.26. **or**
- ii. to furnish performance security in accordance with paragraph 2.27.

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

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 150 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the 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 each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes, shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity 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 **Tuesday 8th June, 2021 at 11 a.m** ”

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, the Procuring entity 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 the Procuring entity at the address specified under paragraph 2.15.2 no later than **Tuesday 8th June, 2021 at 11 a.m**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity 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 in the tender box shall be received by the procuring entity as provided for in the appendix.

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 tender's is received by the procuring entity prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The procuring entity 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...
Tuesday 8th June, 2021 at 11 a.m

and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity'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 The Procuring entity 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 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity 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, pursuant to paragraph 23, the Procuring entity 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 Procuring entity's 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 the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 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 services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 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 the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity unless as prescribed by the PPADA 2015 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 the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity 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.

2.24.4 The procuring entity 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 the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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.

2.25 Notification of award

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

2.25.2 The notification of award NOT will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity 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.
- 2.28.2 The procuring entity 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;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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

2.1.1 The tender is open to Service providers who have technically qualified personnel for the service.

2.1.3 Declaration of No Conflict of Interest.

2.3.2 The fees charged for a complete set of tender documents is **nil**.

2.10.1 Tender prices may be quoted in Kenya Shillings or the equivalent in freely convertible currency.

2.14.1 A tender security in the form of a Bank Guarantee is required. The amount of tender security required is Kenya Shillings (**Kshs 1,000,000.00**)

2.16.2 The bidder must provide an appropriate written power of attorney establishing the authorization to of the signatory to the tender documents to bind the bidder.

2.18.1 Time, date, and place for bid opening are: **Tuesday 8th June, 2021 at 11 a.m**

Place: ARDHI HOUSE

Street: Upper Hill - Community

City:

Nairobi

Country:

Kenya.

2.22 Bidders are expected to examine all instructions, forms, terms specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.24 The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 20% while the weight for technical specifications is 80%. Bidders **must** conform to the specific Technical Requirements in Section IV.

2.27 The performance security required will be 10% of the Contract Value.

2.28 Anti-corruption Affidavit

The procuring entity will require a supplier of goods and/or services to swear an affidavit to the effect they will not have offered or been requested to pay an inducement a member of Staff of the procuring entity to influence the outcome of the bid.

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity 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.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not super ceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity 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

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 **Assignment**

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

3.10 **Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
GCC 3.6	Performance security will be provided before the signing of contract The amount shall be 10% of the tender price/contract value
GCC 3.8	Payment shall be made after provision of services or as agreed by both parties
GCC 3.9	Price adjustments N/A
GCC 3.14	<u>Resolution of Disputes</u> Any dispute, controversy or claim between the parties arising out of this contract or the breach, termination or invalidity thereof, shall be by direct informal negotiation.
GCC 3.17	Only laws of Kenya shall be applicable during interpretation of the contract
GCC 3.18	a) The employer is The Principal Secretary, State Department for Housing and Urban Development, Ministry of Transport, Infrastructure, Housing and Urban Development, P.O. Box 30119 – 00100, Nairobi-Kenya
	b) The service provider is
	The intended completion date for the security services shall be.....
	The start date shall be.....
	ADDITIONAL CONDITIONS
a)	Invoices shall be raised monthly and originals countersigned with the respective County Director of Housing and forwarded soonest for payment
b)	Every raised invoice shall be accompanied with payroll proof of salary payment of the previous

General conditions of contract reference	Special conditions of contract
	month countersigned by the guards and the respective County Director for Housing (their names, ID Numbers and Contacts to be Provided)
c)	Any claims of non -payment of monthly salary to security guards shall amount non -conformance with the contract and will amount to termination of the contract
d)	At the expiry of the contract period a handing over certificate shall be raised by the respective County Director of Housing signed between the security guards handing over any equipment under their custody and confirming that their dues are duly paid to the current month.
e)	Any claims of unpaid dues to the contracted firm will be done within three (3) months upon expiry of the contract failure to which any claim done thereafter shall be treated as null and void

OTHER CRUCIAL CONDITIONS:

LIABILITY

Before taking possession of the Government premises, inspection will be undertaken to establish the state of the premises, the capital installations therein and any other Government movable and fixed assets/equipment. When handing back the premises, a similar exercise will be carried out. In case of any breakages or theft during the period of guarding the Security Firm will be held responsible and will compensate the Government for the same breakages or thefts.

THE FIRM

It is mandatory that the bidding firms attach photocopies of the following documents:-

- i. Certificate of Good Conduct from the Criminal Investigation Department.
- ii. Certificate of Registration from the Registrar of Companies.
- iii. Insurance cover to compensate against the theft or breakages limit Ksh.5 million from reputable insurance firms.
- iv. VAT certificate
- v. PIN card.
- vi. Current capacity of the firm. (staff and equipment)
- vii. Experience.
- viii. Level of insurance cover for employee Guards (amount and number)

BID BONDS

Banker's Bid Security amounting to Kenya shilling one million (**Kshs.1, 000,000.00**) must be submitted together with the tender documents. The Tender Security bid bond shall be in

form of a Banker's cheque, or a Bankers draft issued by a reputable bank located in Kenya. It shall remain valid for a further thirty (30 days) beyond the validity of the tender.

VALIDITY PERIOD

The bids must be valid for a period of one hundred and twenty (150 days) after opening.

TERMS AND CONDITIONS OF THE AGREEMENT

DEFINITIONS

In this Agreements unless the context otherwise requires the following words and Expressions used in the Agreement shall have the meaning ascribed to them:

“Agreement” means this Agreement made between Kenya Government and the Security Company.

“Party” means either Kenya Government or the Security Company

“Both Parties” means Kenya Government and the security Company.

“Rates: Means the costs and charges of the services the Security Company shall provide to Kenya Government as provided.

“Security Company” means (Name of Security Firms) and:

“Services” means the security guards services that will be provided to Kenya Government by the Security Company pursuant to the Agreement and includes any additional or incidental services thereto including guarding vacant Government and leased houses, evictions, guarding Government offices, dog services guarding equipment, plants and any other job that may be requested by Kenya Government from time to time.

“Duties” means providing performing, auctioning executing engaging and obliging to a moral or legal duty to provide services by the Security Company to the Government as provided for in this Agreement.

CONTRACT DOCUMENTS

The following documents in so far as their terms and conditions are not inconsistent with the terms and conditions hereof shall be deemed to form and read and construed as part of this Agreement and in case of any inconsistency the terms and conditions of this Agreement will prevail:-

OBLIGATIONS OF THE SECURITY FIRMS

With effect from the date of this Agreement Security Company shall for a period specified in the letter and until determined under the provisions of this Agreement provide security service to Kenya Government operate and maintain the services in and at the Premises.

Throughout the duration of this Agreement the Security Company shall ensure that:-

- a) All officers and personnel (hereinafter together called “Security Officers” are fit for performance of the duties and obligations of the Security and examined by a licensed clinic or medical practitioner and passed fit for their duties and be knowledgeable in security matters;
- b) The security Officers and Personnel shall be subjected to effective supervisory arrangements and procedures and the Security Company shall make periodic check visits in and at the Premises;
- c) All equipment instruments and guard dogs used by such Security Officers will be supplied by the Security Company and all such dogs used at the Premises must have health certification from a licensed Veterinary Clinic;
- d) A daily record of attendance at the Premises will be kept by the Security Officer In Charge of the premises who shall note in the record all irregularities or incidents discovered by either party;
- e) The Security Company shall at all times properly look after the keys entrusted to it for the purposes of effectively carrying out the terms of this Agreement and be responsible for cost of replacement due to loss or damage;
- f) All Security Officers at the premises shall have undergone approved basic firefighting and first aid courses bomb threat and evacuation drills, assembly control and industrial dispute handling and the Security Company shall continuously train their security officers in these respects;
- g) All Security officers at the Premises must have a fair understanding of the criminal Procedure and Penal Codes, capable of using radio communication and other modern security equipment;

Provision and Standard of Service

Attend fire emergency drills, fire prevention detection. Other security equipment likes electronic metal detectors, undercarriage mirrors, etc.

- a. Action and control (fire management).
- b. Trained in personnel search
- c. Trained in vehicle search
- d. Trained in monitoring of CCTV cameras.
- e. Trained in crowd control
- f. Trained in conducting preliminary investigations
- g. Trained in response of terrorist threat
- h. Trained in first aid
- i. OB and security report writing

A high standard of security performance in the execution of their work is expected. Poor performance and substandard quality or work will be grounds for termination of the agreement.

Maintenance of an occurrence book be able to provide all their guards with note books, pens or cards, where the supervisors will sign to certify their physical visits or change of

guards, i.e. Occurrence books and note any incidences during the execution of the works. The occurrence book will be the property of State Department for Housing and Urban Development for incident Reporting.

The Service provider will provide the security situation/ Status of their area of operation to the client on daily/weekly basis.

Service provider will prepare an incident report documenting any incident involving its personnel that involves, any escalation of force, damage to equipment or injury to persons, attacks, criminal acts, traffic accidents, incidents involving State Department for Housing and Urban Development or such reporting as otherwise required by the client, and will conduct an internal inquiry in order to determine the following:

- a) Time and location of the incident.
- b) Identity and nationality of any persons involved including their addresses and other contact details;
- c) Injuries / damage sustained;
- d) Circumstances leading up to the incident; and
- e) Any measures taken by the Service provider in response to it.

Upon completion of the inquiry, Service provider will produce in writing an incident report including the above information, copies of which will be provided to the client. Serious incidents shall be reported immediately to the Client and the Service Provider Officer or any representative of a Party to this Contract who becomes aware of such incident. Serious incidents reportable under this provision include, but are not limited to:

- i. Terrorist attacks on the client properties at the site they are providing the services.
- ii. The death of, or injury to, a Service provider guard or other Service provider representative while performing services pursuant to this Contract.
- iii. The death of, or injury to, any representative of the Client and any other person during the performance of this Contract, including but not limited to death or injury caused by Service provider guard or other representative while performing services under this Contract.
- iv. Damage to, or destruction of, property belonging to the Client or any third party during the performance of this Contract, including, but not limited to damage or destruction of property resulting from the conduct of its guards or the representative while performing services pursuant to this Contract.

Selection and Vetting of Personnel Client will ensure due diligence in the selection of personnel, including verifiable vetting and ongoing performance review of Service provider's personnel. Service provider will hire only individuals with the requisite qualifications as defined by the applicable contract and the principles contained in this Code.

Service provider will not hire individuals under the age of 18 years to carry out security services. Client representative will assess and ensure the continued ability of the Service provider's personnel to perform their duties in accordance with the principles of this Code and will regularly evaluate personnel to ensure they meet appropriate physical and mental fitness standards to perform their contracted duties.

Service provider will ensure all personnel performing security services receive initial and recurrent professional training and are also fully aware of this Code of conduct and relevant National laws.

Control of Guards and Interface between Guards and Client:

Service provider shall appoint an Officer(s) to lead the Guards in their provision of security services. The Officer(s) shall be the principal Service provider representative who directly liaisons with the Client on a day-to-day basis on all security matters. The Officer(s) shall follow the direction and security requirements for the Site, as determined by the respective County Director of Housing or representatives managing this Contract.

Service provider shall ensure that it has a Guard Supervisor available at all times when the Officer(s) is not on duty to report to and confer with the respective County Director of Housing or representatives of the Client. Guard Supervisors shall follow the direction and security requirements for the Site, as determined by the Client's designated employees, agents and representatives managing this Contract.

The Client shall designate employees, agents or representatives responsible for the coordination, administration and implementation of this Contract. The Client shall keep Service Provider's Officers, Guard Managers and Guard Supervisors informed at all times as to the identities of such designated employees, agents or representatives.

The client representative reserves the right of replacing the appointed representative of the Service provider if they found out he/she engages in practices that are not adhered to this contract with immediate effect.

Identification: Service provider shall provide each Guard with a valid, Service provider identification card, badge, both of which **must** be displayed, or in the Guard's possession, at all times in connection with the provision of services to the Client under this Contract.

The Client may provide each Guard with a Site-specific identification card, at its own expense, which, if so provided, shall be displayed at all times in connection with the provision of services to the Client under this Code of conduct.

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) Great coats
- f) Sweaters
- g) Clean, presentable uniforms (shirt and trousers), tie and suits where applicable.
- h) Clubs
- i) Identification badges

The security company shall make arrangements and be responsible at their own cost for the following:

Sign plates

- a) The security firm shall at its own cost and subject to client prior approval thereof, provide sign plates indicating that the premises are being guarded by the security firm
- b) In the event of a loss, investigations **must** commence immediately by both parties in conjunction with the Police and investigative reports sent to headquarters for final decision.

In addition to the normal security services set out in the main provisions of this agreement, the security firms' personnel shall be required to:

- i. **OVERSEE** the operations at the designated guarded areas order to monitor the movement of persons, objects and motorized traffic getting into or out of the said area. No unauthorized persons, objects or vehicles should be allowed ingress or egress from the said area.
- ii. **SEARCH** any suspicious persons, objects or motorized traffic moving into or out of the guarded area in order to prevent the interference of employer's property.
- iii. **KEEP** proper surveillance of the guarded area particularly with regard to the employer's equipment and other properties therein.
- iv. **CARRY OUT** effective patrols of the guarded area and watch out against the interference of the employer's property within the guarded area.
- v. **DILIGENTLY** maintain law and order within the guarded area against acts of public nuisance and disturbances.
- vi. **ASSIST** in the extinguishing of fires outbreaks that threaten the safety of the guarded area.
- vii. **LIAISE** with the client and promptly report any incidents or occurrences within the guarded area.
- viii. **MAINTAIN** security records of all activities at the guarded area in the manner so directed by the client.
- ix. **ABOVE ALL** be firm and fair when handling their duties within the guarded area, through the use of a respectable and civil conduct, acceptable civil language and patient diplomacy in their approach to issues.

INSURANCE

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 engaged in the performance tasks 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 the clients servants or agents
- b) Work Injury Benefit Act (WIBA) - to cover all the employees for any liability as per the government regulations.

The Security Company shall if required by Kenya Government avail the policy of insurance in respect thereof and proof of payment of current premium.

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
- b) Accommodation and site for all personnel and operation

PERFORMANCE BOND

A banker's performance bond of Kenya Shillings One million will be required for the whole contract period. This will be submitted together with the executed agreement.

IDEMNITY

The Security company shall indemnify and keep indemnified Kenya Government, its servant and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Security Company its servants or agents whilst performing their duties under this Agreement AND against the 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 Kenya Government 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.

CLAIMS

Notice of all claims by the Government in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Twenty one (21) days after the discovery of such damage loss or injury.

CONTRACT PRICE

In consideration of the services to be rendered by the Security Company under this Agreement the Government shall pay the Security Company such fee and charges as specified in the letter of offer.

The Government shall pay to the Security the Agreement fee within Thirty (30) days from the date of receipt of the invoices from the Security Company. The contract price will not vary for the whole contract.

The Security firm shall not engage extra guards without written authority from the client

Quoted prices must reflect the provisions of gazette Labour Laws applicable to security guards.

TERMINATION

This Agreement shall unless extended by both parties terminate at the end of the period specified in the letter of offer from date hereof. **HOWEVER** either party may terminate

the Agreement by giving to the other party. Three (3) months' notice in writing or payment for Three (3) months the set fees and charges in lieu of such notice.

All payments shall be made from the Central point namely the Ministry Headquarters for purpose of budget, control evaluation and monitoring.

The Government may without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part if:-

- a) The Security Company frequently fails to provide services of high standards in the performance of this Agreement and
- b) Security Company fails to perform any other obligation under this Agreement.

On termination of this Agreement however the Security Company shall be permitted to remove all its equipment, sign plates, instruments and guard dogs, which may have been placed by the Security Company upon the Premises.

FORCE MAJEURE

Both parties shall be released from their respective obligations in the events of the occurrence of a condition beyond the control of the Government or the Security Company not involving the parties fault or negligence and foreseeable such as national emergency, war, prohibitive Government regulation or from any other cause **PROVIDED THAT** any contractual rights and obligations accruing to the parties prior to the occurrence of any or all the aforesaid events shall be enforceable.

If any or all the aforesaid events shall occur, either party shall immediately and without undue delay notify the other in writing of such occurrence and unless otherwise directed in writing the parties shall continue to perform their obligations under the Agreement as far as reasonably practical and shall seek any other alternative means for performance thereof if circumstances shall permit.

CONFIDENTIALITY

The Security Company, its Security Officers servants and agents shall not at any time during or for Ten (10) years after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of the Government.

ASSIGNMENT

The Security Company shall not assign or sub-contract of its rights or duties under this Agreement.

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights that have already accrued to either of the parties.

The Security Company shall secure ALL the Government property, as shall be directed in writing by the Principal Secretary, State Department for Housing and Urban Development or delegated officers.

PROVISION AND STANDARD OF SERVICE

The Security Company shall provide services of high standard in the performance of this Agreement AND poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of the Kenya Government.

Frequent and inexcusable delay by the Security Company in the performance of its obligations hereunder shall give rise to sanctions impositions of liquidated damages by the Kenya Government.

It at any time during the performance of this Agreement the Security Company encounters conditions affecting timely provision of services the Security Company shall immediately and without delay notify Kenya Government in writing of the condition, its cause and duration and possible solution thereto AND as soon as practicable the Government shall evaluate the condition and may at its sole discretion waive the Security Company's obligations without the risk of sanctions imposition of liquidated damages and or the summary termination of the Agreement without any notice.

INDUCEMENT

If the Security Company, its Security Officers, servant and agents shall offer, give, agree to give any inducement, bribe, gift, gratuity or commission or regard to any person for doing or forbearing to do any action in relation to this Agreement such act will in itself summarily terminate this Agreement.

NOTICE

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within seven (7) days of posting or 48 hours if sent by facsimile transmission or by electronic mail or by telex.

WAIVER

The failure by either to enforce at any time or any period anyone or more of the terms of conditions of this agreement shall not be a waiver or them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

DISPUTE RESOLUTION

Both parties shall endeavor to settle amicably any dispute or difference of any kind but should such difference or dispute persist then this shall be settled in accordance with the Arbitration Act 1999.

GOVERNING LANGUAGE

The Agreement shall be written in English and all correspondence and other documents pertaining thereto, that the exchange by the parties shall be written in similar language.

APPLICABLE LAW

The Agreement shall be interpreted in accordance with the law of Kenya.

RELATED DOCUMENTS

The following other documents will form part of this agreement.

- a. Tender Documents submitted by the Security Firm
- b. Letter of Acceptance by the Government.

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a base in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
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SECTION VI DESCRIPTION OF SERVICES

This contract shall be for a period of Two 2 years renewable annually AS INDICATED on the Contract document. The second-year renewal of contract shall be subject to satisfactory performance in the first year by the service provider.

TENDER EVALUATION CRITERIA

After tender opening, to determine responsiveness the tenders will be evaluated in 3 stages, namely:

- a) Mandatory Requirements Evaluation.
- b) Technical Evaluation.
- c) Financial Evaluation.

(A) MANDATORY REQUIREMENTS

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

The mandatory requirements for this tender are:-

1. Submission of **two** Tender documents securely bound (Spiral or book) and clearly marked (**original**) and (**copy**) by the tenderer. No loose documents will be accepted
2. Tender Security – A bid bond from a reputable bank or an Insurance Company approved by PPRA **MUST** accompany the tender document and should be **valid for 150 days**
3. Certified (An advocate or Commissioner of Oaths) current NHIF Compliance Certificate and payment receipts for the last three months;
4. Certified (An advocate or Commissioner of Oaths) Valid NSSF Certificate and payment receipts for the last three months
5. Certificate of incorporation
6. Current/Valid Tax Compliance certificate.
7. Must attach a **duly filled, signed and stamped** Form of Tender
8. Must attach duly **completed, filled, signed and stamped** confidential questionnaire and signed the declarations therein.
9. Bid document **MUST** be sequentially serialized (paginated) on every page
10. Submit a copy of current CR12 acquired within the last six months

11. Attach certified (An advocate or Commissioner of Oaths) Business licenses from counties of operation/for all counties in the Regions quoted For
12. Registered member of Private Security Industry Association (PSIA)/KISIA for a minimum of five years (attach certified certificates)
13. Must be ISO 9001: 2015 Must (Attach certified Certificate)
14. Certified Valid registration proof with Kenya Private Securities Regulation Authority (KPSRA)
15. Attach certified copy of current and valid CAK Frequency license for radio and alarms (payment receipts are not acceptable)

The employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender

The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further

B. TECHNICAL REQUIREMENTS

	Description of Criteria	Requirements	Total Marks 100
1.	PHYSICAL FACILITIES AND OPERATIONAL TOOLS		
A	Proof of fleet capacity-		
	Branded company motor vehicles/motor cycles dedicated to security assignments, deployments and supervision. Minimum of twenty five (20) motor vehicles	Attach copy of logbooks for each motor vehicle or lease agreement, if leased.	10
B	Provide evidence that demonstrates ownership or capacity to provide or deploy, operate the following systems ,tools or services;		
	Ownership of Radio Communication and Alarm Response Systems to coordinate deployment, Rapid Response, evacuation, patrols etc.	Attach copies of valid licenses from CAK for all regions tendered for	2

	Fire Fighting Skills, First Aid, Disaster Management and Evacuation	Attach at least a certificate of Training for Guards or Training of Trainers by reputable / accredited Institution	2
C	Ability to carry out investigations	Attach Certificates of Training for Guards or Training of Trainers by reputable / accredited Institution	2
	Total		16
2	COMPANY PROFILE		
A	Number of years that the company has been providing security services (i) 5 Years and above(5marks) (ii) 4 Years(4marks) (iii) 3 Years(3marks) (iv) 2 Years(2marks) (v) 1Year(1 Mark)		5
B	Submit Evidence of Permanently Employed Guards	Monthly list of guards' names with guard details	5
i.	3000 and Above(5marks)	Attach as above	
ii.	1000-2999(4marks)	Attach as above	
iii.	500-999(3marks)	Attach as above	
iv.	50-499(2marks)	Attach as above	
v.	Below 50(1mark)	Attach as above	
C	Proof of current Contract Liability(Insurance) Cover	Copy of Policy	5
	Total		15
3	PERSONNEL COMPETENCE & PROFILES		
A	Submit your firm's Organization Chart	Attach current Structure indicating designations, names and responsibilities of respective office holders	3
B	Provide Evidence of Qualification of the following personnel;		
i.	General Manager(GM)		10
	University Graduate (5marks)	Attach CV and Copies of	

		Must Certificates	
	Diploma in Security Management or security related discipline(3marks)	Attach CV and Copies of Must Certificates	
	More than 10years'experience above the rank of Chief Inspector of Police or Captain in the Armed Forces and honorably discharged (5marks)-	Attach CV and Copies of Must Certificates	
ii.	Operations Manager		10
	Graduate or Diploma in Security Management or security related discipline Graduate (5 marks); Diploma (3marks)	Attach CV and Copies of Must Certificates	
	More than 10years'experience above the rank of Chief Inspector of Police or Captain in the Armed Forces and honorably discharged (5 marks) Less than 5 years' experience in equivalent positions (3 marks)		
iii.	Human Resource and Recruitment Manager		10
	Graduate level & Membership to IHRM (10marks)	Attach CV and Copies of Must Certificates	
	Diploma Membership and Membership to IHRM (5 mark)		
C	Provide relevant documentation demonstrate that your guards' salaries areas per or above Government minimum wage guidelines (GMWG) <ul style="list-style-type: none"> • KES 20,000/= above GMWG(10marks) • KES 10,000/= above GMWG(8marks) • As Per GMWG (5marks) 	Attach Must Copy of the Payroll for permanently employed guards for the last 1 month	10

	State any other 2 allowances paid to the guards on a monthly basis (each allowance earns 1 Mark)	Statement as evidence must be by the employer	2
D	Provide Framework of the following:		9
i.	Guards' Duty Roster and Work Methodology (Operation Plan) (3marks)	Attach current Guards Duty Roster	
ii.	Selection, recruitment and vetting policies and procedures (3marks)	Attach selection, recruitment and vetting policies and	
iii.	Training Schedule(3 marks)	Attach evidence of training program for	
E	Mode of Paying Salaries to the guards		3
	Through Banking Institutions(3 marks)	Attach evidence / reference letter from the bank	
	Any other mode(1marks)	Specify	
F	State latest dates by which salaries are repaid to the guards		3
	Before end of month (3 marks)	Evidence or statement must be by the employer	
	End month (2 marks)		
	Guarding services to, with not less than 100 permanent guards each, and not more than One (1) Year ago. Information will be verified		
4	PHYSICAL LOCATION		
	Provide evidence of being a Local Security Service Provider in the counties tendered for 10 counties	Attach copy of business permit	4
5	REPUTATION		10
	Provide names of Five (5) institutions or organizations or companies that you are, or have provided security		
	State any two (2) Social Welfare Programs provided for guards e.g.	Attach policy or any other evidence	2

	medical or SACCO facilities, etc. indicate each earns 1 Mark)		
	GRAND TOTAL		100

NB: cut off points for the technical evaluation shall be 70 marks and bidders who shall have attained this mark shall not proceed to the next stage of the evaluation price

C. FINANCIAL APPRAISAL

	<p>FINANCIAL EVALUATION CRITERIA</p> <p>The procuring entity will award the contract to the successful tenderer whose tender will have been determined to be substantially responsive and have been determined to be the lowest evaluated tender within the prevailing market rates.</p> <p>All technically responsive bidders will be ranked and award given to the lowest evaluated bidder</p>	
	<p>NO CORRECTION OF ERRORS</p> <p>Pursuant to Section 82 of Public Procurement and Asset Disposal Act, 2015. 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 of amendment in any way by the person or entity.</p>	

Financial Proposal

COUNTY	ARID & SEMI ARID REGION ESTATE/LOCATION	TOTAL NO.OF GUARDS	DAY	NIGHT	UNIT COST	TOTAL COST PER MONTH	TOTAL COST PA.
Marsabit	Marsabit Office	2	1	1			
	Moyale Office	2	1	1			
	Saku ABTC	2	1	1			
Isiolo	County Housing office Isiolo	2	1	1			
Samburu	Maralal ABTC	3	1	2			
Garissa	County Housing Office	3	1	2			
	Ladgera ABTC- Modogashe	3	1	2			
	Fafi ABTC- Bura East	3	1	2			
Wajir	County Housing office	3	1	2			
	Griftu ABTC	3	1	2			
West pokot	Kapenguria Housing office	2	1	1			
Turkana	Lodwar Office	4	2	2			
	GRAND TOTAL	32	13	19			

TOTAL NUMBER OF GUARDS = 32 GUARDS THE CONTRACT SHALL BE FOR TWO YEARS BUT RENEWABLE ANUALLY

FINANCIAL PROPOSAL

NO.	DESCRIPTION	NO.OF GUARDS	UNIT PRICE	TOTAL COST
	Provision on Security Guarding Services at Arid & Semi Arid areas	32		

Signature & Stamp of tenderer

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VI – DESCRIPTION OF SERVICES

SYNOPSIS:-

The main objective of this section is to provide sufficient information to enable tenderers prepare their tenders accurately and to the best of their knowledge.

A. INTRODUCTION (HIRING OF SECURITY GUARDS)

Tenders are for hiring Security Guards from reputable security firms. The Security Guards will be required for guarding Government premises, offices, equipment, installations as and when required for the fiscal years **2021/22-2022/23**.

The Government premises and equipment to be guarded are located in Marsabit, Isiolo, Samburu, Mandera, Garissa, Wajir, West Pokot, and Turkana Counties. The guarding services might also be required at Sub – County or even ward level depending on the location of the Government equipment or buildings.

Preference will be given to those Security Firms who have offices at the specific County Headquarters. This is purely due to logistical reasons and easy accessibility.

Submission of Tenders

Tenders must be received or deposited in the Tender Box on wing ‘C’, 6th floor, Ardhi House, Nairobi on or before **Tuesday 8th June, 2021 at 11 a.m**

B. PREMISES

The Government premises may consist of a block of offices or flats, single Maisonettes or semi-detached Maisonettes and Bungalows in one or several compounds. If in one compound, the block of offices, flats, Maisonettes or bungalows will be treated as one unit and charged as such. Schedule of estimated number of premises to be guarded as and when required.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization for m should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of Tender
2. Contract form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Bank guarantee for advance payment
7. Declaration form

FORM OF TENDER

Date _____
Tender No. _____

To.....
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]*
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. 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.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] _____ *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT is made theDay ofTwo
Thousand and

.....
BETWEEN

THE KENYA GOVERNMENT (hereinafter called “The Government”)

AND

.....(name of Security Firm) having its registered office
atand whose postal address is Post Office Box Number
.....(hereafter called” hereinafter called “the Security Firm”
Which expression shall include its successors and assigns where the context so admits) of
the other part.

- A. KENYA GOVERNMENT is desirous that certain security services (hereinafter Called “the services”) be provided to it at the various facilities camps, Offices, equipment, plants, premises(hereinafter together called “the facilities”)
- B. The Security firm has agreed and accepted to provide the services to Kenya Government at the rates specified in the letter of offer, in the manner and Subject to the terms and conditions hereinafter stated.

NOW THIS AGREEMENT WITNESSETH as follows

In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the terms and conditions of this Agreement.

The following documents shall be deemed to form and be read and construed as part of this Agreement,, viz:

- (a) The Said Tender dated.....
- (b) Letter of Acceptance.
- (c) Form of Tender
- (d) Terms and Conditions of Agreement
- (e) Supplementary Information

In consideration of the payments to be made by the Government to Security Firm the security firm **HEREBY COVENANTS** with the Government to provide security services in conformity in all respects with the provisions of this Agreement.

The Government **HEREBY COVENANTS** to pay the Security Firm in consideration of services rendered at the times and in the manner prescribed by the Agreement.

I WITNESS WHEREOF the duly authorized agents for **KENYA GOVERNMENT**

And.....(Security Firm) have

Signed this Agreement the date and year first above written

For and on behalf of the Kenya Government

Signed.....

Name.....

Principal Secretary.....

Ministry of Land, Housing & Urban Development

.....

In the Presence of

.....

Title

.....

Date.....

Signed on behalf of the Security Firm,

Signed.....

Name.....

Date.....

In the Presence of

Name.....

Title.....

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 applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

Mandatory

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No.company Mobile E mail address.....Contact PersonMobile..... Nature of Business,..... Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch.

Complete part 2(a), 2(b) or 2(c)

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:

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
5.			

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

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5			

Mandatory

Part 3 (a) – Pursuant to section 59(1)(a),(2) and (3) of the Public Procurement Assets and Disposal Act related Regulations . This **PROVISION OF GUARDING SERVICES FOR STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT HQTRS AND REGIONAL OFFICES /MUST** be signed by all directors/ partner (s)/ sole proprietor of the company branch offices in the Country of -2021 registration)

I /we the Director(s) of Company/Firmhereby declare that I /we are not a board member , employee or even a relative to any employee of National Hospital Insurance Fund.

Given details of partners /Directors /Sole proprietor as follows:

Name	Nationality	Citizenship Details	Signature
1.....			
2.....			
3.....			
4.....			

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act 2015 and related regulations or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Asset Disposal Act 2015, I/ we the Directors/Partners/Sole Proprietor of this Company/Firmconfirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya. **All Directors/ Partners /Sole Proprietor of the company MUST sign**

Name	Nationality	Citizenship Details	Signature
1.....			
2.			
3.			
4.			
5.....			

NB: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

SignDateStamp.....

NOTE

1. The procuring entity shall disqualify a candidate who submits a document containing false information for purposes of qualification;
2. The procuring entity may disqualify a candidate if it finds at any time that the information submitted concerning the qualifications of the candidate was materially inaccurate or materially incomplete.
3. All incomplete questionnaires shall be disqualified.

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

.....

[name and/or description of the services]

(hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called "the Bank")are bound unto.....

[name of procuring entity](hereinafter called "the procuring entity") in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

If the tenderer withdraws its Tender during the period of tender validity specified by

1. the tenderer on the Tender Form; or

If the tenderer, having been notified of the acceptance of its Tender by the Procuring

2. 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 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)

PERFORMANCE SECURITY FORM

To:

[name of the 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 services](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 guarantee by a reputable bank 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 figures],

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 your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “ the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of

the contract in an amount of

[amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of

.....dated the...day of20.....in the matter of
T tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s),
of address: Physical

address.....Fax No.....Tel. No.....Email, hereby request the
Public Procurement

Administrative Review Board to review the whole/part of the above mentioned decision
on the following grounds, namely:-

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an
order/orders that:

- 1.
- 2.

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary