



Kenya Electricity Transmission
Company Limited

**TENDER FOR PROVISION OF SECURITY
SERVICES (GUARDING) TO KETRACO
OFFICES AT KAWI, KATKO, APEX, WILSON
AIRPORT, SUBSTATIONS AND INSTALLATION
FOR THE PERIOD 2019-2021**

TENDER NO. KETTRACO/PT/005/2019

Kenya Electricity Transmission Company Limited
2nd Floor, Kawi House, Popo Rd, South C
P.O. Box 34942-00100
Website; www.ketraco.co.ke
NAIROBI.

CLOSING DATE: 30TH MAY 2019 AT 10:30 AM

TABLE OF CONTENTS

		Page(s)
	INTRODUCTION	
SECTION I	INVITATION FOR TENDERS	3
SECTION II	INSTRUCTIONS TO TENDERERS	4
SECTION III	GENERAL CONDITIONS OF CONTRACT	17
SECTION IV	SPECIAL CONDITIONS OF CONTRACT	23
SECTION V	DESCRIPTION OF SERVICES	29
SECTION VI	PRICE & SCHEDULE OF REQUIREMENT	34
SECTION VII	STANDARD FORMS	38
	7.1 FORM OF TENDER	39
	7.2 CONTRACT AGREEMENT FORM	40
	7.3 TENDER SECURITY FORM	41
	7.4 PERFORMANCE SECURITY FORM	42
	7.5 CONFIDENTIAL BUSINESS QUESTIONNAIRE	43
	7.6 DECLARATION FORM	44
	7.7 FORM RB 1	45

SECTION I: INVITATION TO TENDER

The Kenya Electricity Transmission Company invites sealed tenders from eligible security firms **for provision of security services (guarding) for its offices at kawi complex, Katko and Apex go downs, Wilson airport hangar, substations and related installations**

Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 8.00 am and 4:00 pm using the following address:

Senior Manager, Supply Chain Management,

Tel: (+254) (020) 4956000

Tel: (+254) 719 018000

Email: pkubasu@ketraco.co.ke

Cc: gimanene@ketraco.co.ke

A complete set of tender documents containing detailed information may be obtained from **KAWI Complex** Head Office, along Popo lane South C on 2nd Floor for free OR downloaded from the **IFMIS website: www.supplier.treasury.go.ke OR KETRACO Official website: www.ketraco.go.ke for free.** Bidders who download the tender document are advised to sign a tender register at KAWI Complex Office on 2nd Floor or email their contact address using the email: supplies@ketraco.go.ke before the tender closing date.

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

Tenders must be accompanied by a **Tender Security in the form and amount specified in the tender document** valid for **150 days**. Failure to attach the Tender Security will lead to automatic rejection of the proposal.

Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in **the Tender Box** located at the **Main Reception at KAWI Complex on Ground Floor** OR delivered to the office of the **Company Secretary on 4th Floor KAWI Complex** before **30th May, 2019 at 10:30am**. Late bids will not be accepted and will be returned unopened.

Tenders will be opened immediately thereafter, i.e. on **30th May, 2019 at 10.30** in the presence of the tenderers representatives who may choose to attend the opening at the **KAWI Complex Offices**

SENIOR MANAGER, SUPPLY CHAIN MANAGEMENT
FOR: MANAGING DIRECTOR

SECTION II: INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS Page

2.1 Eligible Tenderers	5
2.2 Cost of tendering	5
2.3 Contents of tender documents	5
2.4 Clarification of Tender documents	6
2.5 Amendment of tender documents	6
2.6 Language of tenders	7
2.7 Documents comprising the tender	7
2.8 Form of tender	7
2.9 Tender prices	7
2.10 Tender currencies	8
2.11 Tenderers eligibility and qualifications	8
2.12 Tender security	8
2.13 Validity of tenders	9
2.14 Format and signing of tenders	9
2.15 Sealing and marking of tenders	10
2.16 Deadline for submission of tenders	10
2.17 Modification and withdrawal of tenders	11
2.18 Opening of tenders	11
2.19 Clarification of tenders	12
2.20 Preliminary Examination	12
2.21 Conversion to other currencies	13
2.22 Evaluation and comparison of tenders	13
2.23 Contacting the procuring entity	14
2.24 Award of contract.....	14
2.25 Notification of award.....	15
2.26 Signing of Contract	15
2.27 Performance security	16
2.28 Corrupt or fraudulent practices	16

SECTION II: INSRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The 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 Tender Documents

The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tender

- 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

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 Clarifications of tender documents

2.4.1 A prospective tenderer requiring any clarification of the tender document shall notify the Procuring entity in writing, e-mail or by fax at the entity's address indicated in the Invitation for tenders. Verbal clarifications shall not be accepted.

2.4.2 The Procuring entity will respond to any request for clarification of the tender documents, which it receives not later than **three (3)** days prior to the deadline for the submission of tenders, 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 document.

2.5 Amendment of the tender document

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 amendment.

2.5.2 All prospective candidates who have received 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.

2.15.4 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 appendix to instruction to tenderers.

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 no 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 the time and date 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.

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 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 will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. 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 31, 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 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event 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 THE 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

Instructions to tenderers	Particulars of appendix to Instructions to Tenderers
	Eligible Tenderers shall be established firms that are dealing in provision of security services
	There will be no charge for the tender
	Clarification may be sought 4 days before deadline for submission of tenders
	The tender prepared by the tenderer shall comprise in addition to documents

	specified under clause 2.7 all other documents described in clause 2.3.1 except form specified as Xii, of this tender document and any other document required in determining qualification of the tenderer in view of the evaluation criteria below
	Price quoted shall be inclusive of VAT and all other taxes payable
	Prices shall be quoted in Kenya Shillings
	Proof of eligibility and qualifications documents of evidence required (See qualification criteria below)
	Tenders must be accompanied by a Tender Security of Kshs. 50,000.00 , valid for 150 days . Failure to attach the Tender Security will lead to automatic rejection of the proposal.
	The validity period of the Tender shall be 120 days from the closing date of Tenders
	Bidders to submit one original and one copy
	Closing date of the Tender shall be
	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.

Clause 2.22 – 2.24: EVALUATION CRITERIA

Evaluation will be carried out through four stages as follows:

Stage 1: Compliance with the Mandatory Requirements

Stage 2: Technical Evaluation on capacity to deliver the contract

Stage 3: The Financial Evaluation

Stage 4: Due Diligence and Recommendation of Award

STAGE 1: COMPLIANCE WITH THE MANDATORY REQUIREMENTS (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

MR No.	Mandatory Requirement	Tenderers Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide copy of the company's valid Tax Compliance certificate issued by Kenya Revenue Authority (KRA), valid as at the tender closing date	
MR 3	Provide copies of audited accounts for the company for the accounting years that are within 2014 and 2016.	
MR 4	Provide Tender Security (Bid Bond) of Kshs 50,000 in the form provided in this tender document valid for 150 Days	
MR 5	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	

MR 6	Provide valid certificate confirming membership of with KSIA or PSIA	
MR 7	Evidence that the firm is NHIF compliant (Provide compliance certificate issued by NHIF valid as at the Tender Opening Date).	
MR 8	Evidence that the firm is NSSF compliant (Provide compliance certificate issued by NSSF valid as at the Tender Opening Date).	
MR 9	Evidence of insurance covers as follows; <input type="checkbox"/> Contractual Liability cover of Kshs. 50,000,000.00 <input type="checkbox"/> Work Injury Benefits Insurance Policy of Kshs. 50,000,000.00	
MR 10	Attach payroll for the months of January and February 2018. Due diligence will be conducted to ensure that the firm is compliant with the Government of Kenya labour laws in respect to minimum wage as per the employment ACT 2007 policy of lowest wages	
MR 11	Attach certificates of Good conduct for at least 20 security guards currently in the firm's employment	
MR 12	Attach valid licences issued by the Communication Authority of Kenya (CAK) for VHF and HF Radios	
MR 13	Attach vaccination certificates for five (5) trained dogs	
MR 14	Attach Trainee certificates for 10 security Guards currently in the firm's employment. The Guards should have undergone training in the following areas; Threat identification. Emergency/Distress response, rescue / evacuation / First aid Firefighting & safety Customer care Knowledge in CCTV and automated alarm systems	

STAGE 2: TECHNICAL EVALUATION ON CAPACITY TO DELIVER THE CONTRACT

Tenderers fully complying with the mandatory requirements will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below:

No.	DIMENTION	CRITERION	SCORE
1	Number of years the service provider has been in the business of Provision of Security Services (Guarding).	1 mark for each year up to a maximum of 10 years	20
2	Provide the CV of the of Operations Manager with qualification and experience;	Bachelor`s degree –15 Diploma – 10 Certificate - 5	15

	<input type="checkbox"/> Bachelor's Degree in Security related field <input type="checkbox"/> Diploma in Security related field <input type="checkbox"/> Certificate in Security Related field		
3	Operations Manager's experiences in security related field;	1 mark per year up to a maximum of 10 years- 210	10
4	Indicate the current assignments:- 5 contracts of similar service (not less than 20 guards per assignment for a period of one (1) year) (10 marks, 2 marks for each contract)	Five (5) copies of Contracts of assignments of similar magnitude.	10
5	Proof of vehicle fleet capacity for motor vehicles (Provide Proof: copy of Log Books	1 marks for each vehicle up to a maximum of 10 vehicles	10
6	Evidence of operational offices in 10 counties (10 Marks - 1 Mark for each county (Provide county business licenses/permits)	Attach 10 copies of business permits. one for each county	10
7	Proof of Contractual Liability Cover with a minimum limit per event. a) 20 – 30 million – (4 marks) b) 31 – 40 million – (6 marks) c) 41 – 50 million – (10 marks) d) 51 – 100 million – (15 marks)	Copy of Insurance Policy	15
	Submit evidence on two hundred (200) permanently employed guards. Attach a list of guard names, their Identity Card numbers and where they are deployed. (8 marks)	Attach Certified Copy of NSSF contribution and the payroll for the 200 permanently employed guards	5
	Evidence of an operational 24 hour manned security control room in 3 counties (Attach licences from communications Authority of Kenya a) One control room -3 marks b) Two control rooms - 6 marks c) Three control rooms- 10 marks	Avail 3 licenses from Communications authority of Kenya.	5
	TOTAL	100%	

Note:

****Profitability Margin = _____ EBIT _____**

Gross Revenue/Sales

*****Current Ratio** = Current Assets

Current Liabilities

□ **EBIT** = Earnings Before Interest and Taxes

Only tenderers that **score 75% and above** on the above Technical Evaluation will qualify for Financial Evaluation.

Stage 3. FINANCIAL EVALUATION

Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids. Tenderers that **score 75 % and above** under Technical Evaluation on Capacity to deliver the contract will be ranked and the lowest bidder subjected to due diligence.

Stage 4: Due diligence

Due diligence will be conducted for **the lowest evaluated bidder**. The exercise will involve verification of the tenderer's qualification information submitted in compliance with the mandatory requirements and Technical requirements on capacity to deliver the contract. The Tender Evaluation Committee will also visit at least two firms where the bidder is offering/ has offered similar services in the last three years. The feed-back from the firm/clients visited on the quality of the services provided by the respective bidder will be used to assess the bidder's ability to execute the Bank's prospective contract. If the respective bidder will be found to have provided false information in regards to the qualifications will be disqualified at this stage.

The lowest evaluated bidder will then be recommended for award if after the due diligence the bidder's qualification information provided in the bid document will be validated with the information obtained during the due diligence

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 superceded by provisions of other part of contract.

3.3 Standards

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

3.5 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) Cash.
- b) A bank guarantee.
- c) Letter of credit.

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.

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

4.2 Special conditions of contract with reference to the general conditions of contract.

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
	The contract price will be in Kenya Shillings
	The Services to be provided is Provision of security services to
	The procuring entity is KETRACO
	The successful tenderer shall furnish to the Procuring entity the performance security equivalent to 10% of the contract sum. (NOT APPLICABLE TO THIS TENDER)
	The supervisor of the service under the contract is

	the.....
	Payment to the successful bidder shall be made monthly for work done on the basis of an invoice . Payment shall be made to the service provider within one month following the receipt of the invoice and signed job cards
	No price adjustments will be allowed unless under exceptional circumstances and upon approval by KETRACO
	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to a court of law
	The laws of Kenya shall apply.
	The address to be used for purposes of notices will be: KETRACO
	Fixed Price Contract: The contract will be a fixed price contract and variations will not be accepted.
	Contract Period: The contract will be valid for Two Years .
	Service Provision: The Tenderer shall compile the schedule of the service provision with a Service Level Agreement (SLA) indicating levels of service provision and second level escalation procedures
	Service time: During contract period, the Supplier shall be required to make good all defects, provide the required support at their cost on a comprehensive basis
	The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the locations.
	In the event of non-performance of the service provider, the CBK Pension Fund will give the service provider a one-month notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to show improvement in his/her performance during the one-month notice, then the Fund will terminate the contract.

SECTION V – SCHEDULE OF REQUIREMENTS AND PRICE SHEDULE

S/NO	SUBSTATION	NO. OF GUARDS	UNIT PRICE	VAT	TOTAL PRICE
1.	Suswa	2			
2.	Garsen	2			
3.	Lamu	2			
4.	Garissa	2			
5.	Mariakani	6			
6.	Malindi	5			
7.	Isiolo	5			
8.	Narok	4			
9.	Rumuruti	5			
10.	Bomet	5			
11.	Sotik	4			

12.	Kabarnet	4			
13.	Mwingi	5			
14.	Kitui	4			
15.	Wote	4			
16.	Sultan Hamud	4			
17.	Kindaruma	4			
18.	Kieni	4			
19.	Nanyuki	4			
20.	Ishara	5			
21.	Galun	4			
22.	Githambo	4			
23.	Mangu	4			
24.	Gatundu	4			
25.	Meru	4			
26.	Menengai	4			
27.	Machakos	4			
28.	Konza	4			
29.	Kitale	4			
30.	Namanga	4			
31.	Ndhiwa	4			
32.	Rangala	5			
33.	Isiolo	5			
34.	Malindi	5			

S/NO.	REPEATER STATIONS	NO. OF GUARDS	UNIT PRICE	VAT	TOTAL PRICE
1.	Makindu	3			

S/NO.	SITE STORES	NO. OF GUARDS	UNIT PRICE	VAT	TOTAL PRICE
1.	Rumuruti 1	2			
2.	Kisses	3			
3.	Ntulele	3			
4.	Kitui	3			
5.	Ortum	3			
6.	Rumuruti 2	3			
7.	Kibwezi	4			

S/NO.	KAWI HEADQUARTERS	NO. OF GUARDS	UNIT PRICE	VAT	TOTAL PRICE
1.	KAWI HOUSE	20			

	SUPERVISORS	1			
2.	Kenya College of Insurance	2			

S/NO.	Go Down	NO. OF GUARDS	UNIT PRICE	VAT	TOTAL PRICE
1.	Katco Go Down No. 18 L.R NO. 14977	4			
	Total No. of supervisors	1			
	Total No of security Guards	191			

NB: Bidders will be required to quote for all the items to qualify. Incomplete bids will not be acceptable.

- * The price quoted should be inclusive of all applicable taxes.
- Delivery period will be

Signature of tenderer _____

SECTION VI: DESCRIPTION OF SERVICES

6.0 Scope of Service Provision

The service involves provision of trained Security Guards on a 12 hour shift to all the locations as contained in Section V. The scope of service shall therefore be including but not limited to the following:

6.1 The service provider shall do all such things which are reasonably necessary for or incidental to or connected with the carrying out of its obligations when providing security services (Guarding).

6.2 Carry out and perform all such duties and exercises all such functions as may be permitted by law and as may be necessary or desirable for the proper conduct of the service

6.3 Where the company provides Guard dogs to protect the premises and property therein, such Guard dogs shall have adequately been trained and vaccinated before deployment of the assignment.

6.4 Comply with the highest industry standards in carrying out and performing the services.

6.5 Protection of facilities and assets in the building

6.6 Patrolling of the property to ensure proper random coverage of the entire building including basement and sidewalks.

6.7 Controlling of access at all entrances of the building

6.8 Record all incoming and outgoing vehicles, people and prevent any unauthorized access of vehicles and egress of people from entering the building in order to safeguard the facility.

6.9 Contractor will provide the security guards with uniform and identification badges which they will be required to put on at all times while working within the CBK Pension Fund properties .

6.10 Guards must be customer service-focused, value and treat all visitors with respect

6.11 The guards at the control gates must:

- Obtain clearance for and register every vehicle in the vehicle register.
- Obtain clearance for all pedestrian visitors or direct them to the relevant entrance gate.
- Obtain clearance for any property leaving the premises at any given time.
- Always be visible and in close proximity to the main entrance points.
- Be customer-focused, patient, and polite and always remain professional in the execution of their duties.

6.12 Relieve any of the other guards for body breaks (short periods), if required, to ensure all posts are manned at all times.

30

SECTION VII- STANDARD FORMS

7.1 Form of tender

7.2. Contract Agreement Form

7.3. Tender-Security Form

7.4. Performance Security Form

7.5. Confidential Questionnaire Form

7.6 Letter of Notification of Award

7.7. Form RB1

7.8. Declaration Form 32

7.1 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, we, 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. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. 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 _____ 33

7.2 CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ___ day of _____ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Tender Form and the Price Schedule submitted by the tenderer; (b) the Schedule of Requirements; (c) the Technical Specifications; (d) the General Conditions of Contract; (e) the Special Conditions of Contract; and (f) the Procuring entity’s Notification of Award.

- 3. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the security guard services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____ . 34

7.3 TENDER-SECURITY FORM

WHEREAS..... (hereinafter called “the Tenderer”) has submitted his tender dated.....for **Provision of Security Services to the Central Bank of Kenya, Head Office and Branches**

KNOW ALL PEOPLE by these presents that WE,

.....
having our registered office at(hereinafter called “the Bank”), are bound unto CENTRAL BANK OF KENYA (hereinafter called “the employer”) in the sum of KShs 50,000 (Kenya Shillings fifty thousand only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Bank this.....day of2017

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers

OR

2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, 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 said date.

(Date) Signature of the Bank)

_____ (Witness) _____ (Seal) 35

7.5 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

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

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.			

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.			

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

6.13 The successful firm should have thorough knowledge of employees' background and must provide a list of valid certificates of good conduct regarding its employees.

6.14 The firm should have adequate reserve employees for replacement on unsatisfactory performance, sickness, absence or any other reason.

6.15 Age of employees to be 18 years and above but not more than forty-five

Any addition or omission to the number of existing locations in the signed service contract shall be agreed upon with the service provider before service can be extended or reduced beyond the existing locations in the contract.