

COMMUNICATIONS AUTHORITY OF KENYA



TENDER FOR
PROVISION OF SECURITY SERVICES

CA/PROC/OT/08/2017-2018

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SECTION I – INVITATION TO TENDER

TENDER NAME: TENDER FOR PROVISION OF SECURITY SERVICES- CA/PROC/0T/08/2017-2018

The Communications Authority of Kenya (CA) is the regulator for the ICT industry with responsibilities in telecommunications, e-commerce, broadcasting and postal/courier services. CA is also responsible for managing the country's numbering and frequency spectrum resources.

The Communications Authority of Kenya (CA) invites sealed tenders from eligible candidates for the provision of security guarding services for a period of **three years** from **1st May, 2018 to 31st April, 2021**. The contract entails the provision of the following:

- Security Guards on a monthly basis.
- Security Guards on temporary basis.
- Security Dog and Handler on a monthly basis.
- Security Dog and Handler on a temporary basis.
- Installation of Intruder alarm equipment, Alarm sounder in both CA facilities and staff quarters.
- Armed escort of staff
- Cash on Transit services in Nairobi.
- Control Room Surveillance services

You are invited to collect the tender documents from the Procurement Division, Communications Authority of Kenya – CA Centre 3rd floor Wing A, along Waiyaki Way, Nairobi, during normal working hours free of charge. The tender document can also be accessed and downloaded from the IFMIS Supplier Portal: <http://supplier.treasury.go.ke> and the Authority's website: www.ca.go.ke.

The firms that download the document must arrange to forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through email address tenders@ca.go.ke before the closing date for records and for the purposes of receiving clarifications and/or addendums, if any.

Duly completed RFP documents, in a plain sealed envelope marked **CA/PROC/0T/08/2017-2018-‘TENDER FOR PROVISION OF SECURITY SERVICES’**; should be mailed to the address below or deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way on or before **8th November, 2017 at 2.30 p.m.**

**The Head of Procurement,
Communications Authority of Kenya,
P.O. Box 14448,
Nairobi 00800.
Tel: 4242000/0703-042000
Website: www.ca.go.ke**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at CA Centre at the Ground floor meeting room 2.

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 date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The CA employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed.
- 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 CA 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 No price will be charged for the tender document
- 2.2.3 CA 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
- xiv)

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 CA in writing on email tenders@ca.go.ke or by post 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 CA. 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" further firms who will have downloaded the document from the CA website or IFMIS portal are requested to notify the Authority via the email on their intention of participation , for the Authority to note for the purpose of giving any additional information in form of Addenda should the bidders request.

2.4.2. CA 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, CA, 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, CA, 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 CA, 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 the forms prescribed
- (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 CA 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 in 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 CA that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security of Kenya shillings **one hundred thousand (Kshs.100, 000)** in form of bank guarantee or Insurance Company approved by Public Procurement Oversight Authority (PPOA).

2.12.2 The tender security is required to protect CA 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 valid for thirty (30) days beyond the validity of the tender.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by CA 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 CA.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by CA 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 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(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 120 days or as specified in the invitation to tender after date of tender opening prescribed by CA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the CA as non responsive.
- 2.13.2 In exceptional circumstances, the CA 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 unamended 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 CA 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 8th November, 2017 at 2.30 P.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, CA 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 CA at the address specified under paragraph 2.15.2 no later than **8th November, 2017 at 2.30 P.M.,"**

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

2.17.6 CA 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 CA will open all tenders in the presence of tenderers' representatives who choose to attend, on **8th November, 2017 at 2.30 P.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 CA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 CA 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, CA 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 CA in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

Comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 CA 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 CA may waive any minor informality or non conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

- 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. CA'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 CA 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, CA 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 CA 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 CA'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.***

CA 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 CA'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. CA 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 CA

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 CA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.23.3 Evaluation criteria

The bids shall be subjected to Three stage evaluation process as shown below:-

- i. Mandatory Evaluation Stage- Pass/ Fail Basis
- ii. Technical Capacity Evaluation - 75%
- iii. Financial Evaluation - Lowest Evaluated bidder

(a) Mandatory Stage

Tenders will be evaluated on the basis of their responsiveness to Mandatory requirements as listed here below:

MANDATORY REQUIREMENTS			
S/NO.	ITEM DESCRIPTION	PASS	FAIL
1	Certificate of Incorporation		
2	Valid KRA Tax Compliance Certificate.		
3	Authentic CR 12		
4	Membership Certificate of Kenya Security Industry Association (KSIA) or any international Association or Protective Security Industry Association (PSIA) membership.		
5	Bid Security (Bond) of Kshs.100,000 in form of bank guarantee or Insurance Company approved by Public Procurement Regulatory Authority (PPRA).		
6	Must provide evidence of ownership of alarm back up system. (Provide valid license from CA).		
7	Audited accounts for the last three years (2014, 2015 and 2016) duly certified and signed by Certified Accountants.		
8	Duly filled, signed and stamped Form of Tender		
9	Duly filled, signed and stamped Confidential Business Questionnaire		
10	Evidence of relevant current and valid insurance covers e.g. Workman's Compensation, Fidelity, Public Liability and all Risk Covers.		
11	Evidence of registration with NSSF/NHIF for your guards and monthly remittance.		
12	Continuous serialization of all the pages of Tender Documents (Both original and Copy), must be in the format, example, 1 of 200, 2 of 200, 115 Of 200, 200 of 200 etc		

Failure to submit any of the documents/information listed above will lead to automatic disqualification.

(b) Technical Evaluation

Firms that qualify at the mandatory stage shall be evaluated technically out of 100% with a pass mark of 75%. The firms that will score 75% and above shall proceed to the financial evaluation stage.

The firms shall be evaluated based on a scoring matrix as shown below:-

Technical Evaluation matrix

No	Item description Company Profile	Minimum Requirements	Maximum Points %
1	a) Experience in similar business and area of operation (office & Residential)	5 years and above of <i>continuous operation</i> .	8 Marks Five years and above - 8 marks 4 years – 6 Marks 3 years – 4 Marks Less than 3 years – 1 mark
	b) Type of clients/contracts (Attach reference letters)	At least 3 clients having supplied a minimum of 33 guards per each contract. Three current (last three years) recommendation letters from major clients.	6 marks (2 marks each) 6 marks (2 marks each)
	c) Guarding Contracts, Cash In Transit and Alarm back up services.	Evidence of having Offices/Deployments in Nairobi, Kitale, Mombasa, Garissa, Kisumu, Nakuru, Nyeri and Eldoret, with guarding or alarm services. Evidence of having CIT services in Nairobi giving at least 2 current clients.	12 Marks (1.5 marks per Station) 2 Marks 1 mark each)
Sub total			34 Marks
2	Personnel proposed.		
	(i) Qualifications and competence of key Personnel		
	a) Professional skills and experience (Copies of CV's)	5 Years in either Armed forces or Police	7 marks 5 Years and above - 7 marks

No	Item description Company Profile	Minimum Requirements	Maximum Points %
	required)	service/Other disciplined forces for 3 staff.	1-4years – 1 mark each year
	b) Organizational structure and backup support/personnel (evidence required)	Three levels/span of control with evidence of functional Departments	5 marks Comprehensive structure – 5marks Partial structure – 2marks No evidence attached - 0
	(ii) Guarding capability and capacity	132	
	a) Current Guards	Indicate payment rate for guards and supervisors. Attach one-month current payroll (September 2017) for 50 guards to proof that your guards are well paid.	13 marks • Comprehensive – 10 marks • Payroll attached but less than 50 guards – 6 marks • No evidence attached - 0
	b) Training in Fire & Safety, first aid and disaster management.	Evidence of company policy on training. Attach training syllabus.	2 Marks • Comprehensive and attached – 2 marks • Attached but not comprehensive 1 marks • No evidence attached - 0
	c) Bearing and Turn-out paraphernalia	Guard uniforms, Guard belts, Buttons, boots, Caps/Berets, Lanyards, Whistle, Great Coats, Rain coats, Rechargeable Torch	2 Marks (Provide a list - stated paraphernalia to be used)
	d) Proof of recent Anti Terrorism training	Attach copies of individual certificates awarded on Anti Terrorism/Security Management/Criminology or related to security field	3 Marks (1 Mark each for each 3 Keys personnel)
	e) Training of Control room operations (CCTV, Fire equipment, Alarm response services etc.)	Attach copies of individual certificates, CCTV, Computer lessons, Fire & Safety, first aid and other relevant certificates	4 Marks (1 Mark each for each of the 4 Control room officers)
	f) Proof of Customer care awareness training.	Attach a list of 20 participants trained on the mentioned subjects who will be deployed in our assignments	2 Marks
	g) Relevant training schedules that shall apply during the contract period (Evidence of planned	Attach a list of 50 participants trained on the mentioned subjects who will be deployed in our assignments.	2 Marks

N o	Item description Company Profile	Minimum Requirements	Maximum Points %
	continuous training)		
Sub total		40 Marks	
3	Available equipment		
	a) Vehicles (Copies of log books in company name required/ or evidence of lease)	6 Vehicles.	3 Marks <ul style="list-style-type: none"> • 6 Vehicles and above – 3 marks • 3/5 Vehicles – 2 marks • 1 - 2 Vehicles – 1 mark
	b) Motorbikes (Copies of log books in company name required/ or evidence of lease)	10 Motorbikes	3 Marks <ul style="list-style-type: none"> • 8 Motorbikes and above – 3 marks • 6/7 Motorbikes – 2 marks Less than 6 Motorbikes – 1 mark
	c) Radio communication equipment (fixed mobile and alarm System) (Attach copies of current licenses for each type from CA	10	2 marks
Sub total		8 Marks	
4.	Professional Indemnity Insurance Cover held		
	a) Professional Indemnity cover (Evidence of Insurance cover to compensate against theft and breakages per incident)	Over Kshs. 20 million per incident	3 Marks <ul style="list-style-type: none"> • Less than 20Million – 2 marks
	b)WIBA Act cover (Level of insurance cover for guards and support staff (amount and number covered)	Provide current copies from the insurance firm.	3 Marks
Sub total		6 Marks	
5	Evidence of Financial standing		
	a) Annual turnover & Profitability for last three years. (2014, 2015 & 2016)	Turnover of Kshs. 20 million and above	6 Marks
	b) References from the Banks	Banks certification of available Financial resources or access to them (Minimum Kshs. 2 million)	4 Marks
	c).Net Asset	Minimum Kshs 10 Million.	2 Marks
Sub total		10 Marks	
TOTAL SCORE		100 Marks	

NOTE:

SILENCE ON ANY OF THE ITEMS LISTED FOR EVALUTION WILL BE ASSUMED AS PROOF OF IN-ABILITY ON THAT ASPECT, THEREBY WARRANTING NO MARKS.

Tenderers who will score 75 points and above out of 100 points will be given a 24 hr notice when CA officers will visit their offices in any of the selected sites for due diligence to confirm all that has been stated in the tender Document. Anything found missing on the ground disqualifies the Tenderer. Only those who pass due diligence will proceed to the financial evaluation stage.

Tenderers who will have scored a grand total score of **75** points and above out of **100** points and passed the requirements of due diligence, will proceed to the financial evaluation stage.

(c) Financial evaluation

The contract for provision of security services is divided into two categories and bidders are requested to state their preference on the categories namely:

- 1) Offices Premises
- 2) Residential Areas and Other Assignments

Note: For security reasons, the Authority intends to award the contract to two (2) lowest evaluated firms. Bidders MUST therefore state their preference i.e 1(office Premises) and 2(Residential and other assignments). The award will be based on the preference and the lowest evaluated in each preference will be awarded the tender with a condition that no bidder will be awarded the two categories if they are the lowest evaluated in both, but the 2nd lowest in the preference/ category will be recommended for award.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, CA 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, due diligence report as well as such other information as CA 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 CA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

Subject to paragraph 2.29 CA 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. The contract shall be for a term of two (2) years.

2.24.4 CA 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 CA's action. If CA determines that none of the tenderers is responsive; CA 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, CA 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 CA 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 of **5% of the annual contract** cost pursuant to paragraph 31, CA 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 CA notifies the successful tenderer that its tender has been accepted, CA 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 CA.

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 fourteen (14) days of the receipt of notification of award from CA, the successful tenderer shall furnish the performance security **5% of the annual contract**.

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 CA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 CA 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 CA 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

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 tenderer

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers
2.10	Particulars of other currencies allowed. (Kenya shillings only) .
2.11	Particulars of eligibility and qualifications documents of evidence required (Clause 2.23.3 evaluation criteria)
2.12	Particulars of tender security if applicable. (Kshs.100,000)
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable (5% of the contract value)

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 CA 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 CA 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 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

The tenderer shall indemnify CA 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 fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to CA the performance security of **5%** of the contract sum.

- 3.6.2 The proceeds of the performance security shall be payable to CA 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 CA and shall be in the form of a bank guarantee.
- 3.6.4 The performance security will be discharged by CA 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 CA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. CA 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 CA.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, CA 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 CA.
- 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.

The Security firm shall secure **ALL Communications Authority of Kenya** property, staff and their personal effects as reflected in the First Schedule.

3.10 Termination for Default

CA 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 CA.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of CA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event CA 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 CA for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 CA 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 CA 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 CA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

CA 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

Notes on Special Conditions of Contract

The clauses in this section are intended to assist CA in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of CA and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

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

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
3.6	Specify performance security if applicable (5% of the contract value)
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed (Non)
23.14	Specify resolution of disputes
3.17	Specify applicable law (Kenyan law)
3.18	Indicate addresses of both parties

SECTION V – SCHEDULE OF REQUIREMENTS.

1. GUARDING & BACKUP IN RESIDENTIAL HOUSES *(For Alarm back up quote Monthly response charges including the equipment installation)*

AREA OF ASSIGNMENT	DAY GUARD	NIGHT GUARDS	TOTAL GUARDS	BACK UP ALARM - RESPONSE BACK UP (including two Remote Panic Buttons per Station)	TOTAL KSH
CA Board Chairman's Residence	1	1	2	1	
DG. -Lavington	1	2	3	1	
D/LS-Nyari Estate	-	-	-	1	
D/HCA- Karen LR. 330/49	-	-	-	1	
Director /IT-Karen Plains				1	
Director /CTMA- Ngumo Estate				1	
Director /RMIA (Dennis Pritt)	-	-	-	1	
Director /MMS	-			1	
Director/CPA	-	-	-	1	
Director / LCS	-			1	
Assistant Director /Legal-Loresho, Shinyalu Road	-	-	-	1	
Director /FSM- Kileleshwa	-	-		1	
CA AFRALTI Estate	3	4	7	1	
I Dog and Handler	1 Dog and Handler				
Hand Held Radio	2				
Assistant Director /HRS-Denis Pritt	-	-	-	1	
Assistant Director/CPA (Matumbato Road	-	-	-	1	
Assistant Director CPA Ngong Road	-	-	-	1	

Assistant Director MMS Westlands, Paradiso Flats-Church Road	-			1	
TOTAL NUMBER OF GUARDS	5	7	12 Guards	Total Alarms 17	

2. CASH IN TRANSIT (QUOTE RATES PER TRANSFER FROM CA HQS TO BANK /BANK TO CA HQS AND DO NOT CARRY TO FORM OF TENDER)

NO	ASSIGNMENT	UNIT OF ISSUE	COST PER TRIP
1.	Provision of security escort for cash on transit and other valuables within Nairobi. (The cost should be inclusive of all other related costs)	Per transfer from CA HQs to Bank /Bank to CA HQs.	

3. ARMED ESCORT SERVICES (QUOTE DAILY RATES AND DO NOT CARRY TO FORM OF TENDER)

AREA OF ASSIGNMENT	Quantity	UNIT RATE KSH	NIGHT OUT ALLOWANCE	TOTAL KSH PER DAY
North Eastern – Garissa, Dadaab, Bura, Wajir, Bute, Griftu, Tarbaj Mandera & Mbalambala, Ijara back to Garissa	1x4 Wheel drive serviceable well raised vehicle, 1 Guard 1driver 3 Armed Police Officers			
Coast Region – Mombasa Garsen, Tana River, Hola, Lamu, Kwale & back to Mombasa.	1x4 Wheel drive serviceable well raised vehicle, 1 Guard 1driver 3 Armed Police Officers			
Upper Eastern- Isiolo, Marsabit, Moyale & Back To Isiolo	1x4 Wheel drive serviceable well raised vehicle, 1 Guard 1driver 3 Armed Police Officers			

North Rift – Rumuruti, Maralal, Loruk, Chemolingot, Sigor, Kainuk, Lokichar, Lodwar, Lokichogio and back to Kapenguria. Baringo, Tiaty and Back to Baringo	1x4 Wheel drive serviceable well raised vehicle, 1 Guard 1 driver 3 Armed Police Officers			
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NB: The armed escort services costs should be net, inclusive of all taxes, transport and allowances (quote the total rate per day

4. Unit Rates for Provision of additional security services (Guards, Alarms, Dog and Handler) on request for – Permanent and temporary (both for contract period). DO NOT CARRY TO FORM OF TENDER. This shall be applied when required.

AREA OF ASSIGNMENT	UNIT RATE KSH (Daily)	UNIT RATE KSH (Per Month)	
Guards			
Dog & Handler			
Alarm Installation and Charges	N/A		
Control room Officers			

5. Control room Surveillance Officers

AREA OF ASSIGNMENT	DAY	NIGHT	TOTAL CONTROLLED	UNIT RATE PER CONTROLLER	TOTAL KSH
Control Room	2 Controllers	2 Controllers	4		

6. GUARDING OFFICE PREMISES

AREA OF ASSIGNMENT	DAY	NIGHT	TOTAL GUARDS	TOTAL KSH
1. Kitale RSMS station (Sabwani)	2	2	4	
2. South B station Nairobi	1	1	2	
3. CA Centre Nairobi	-	Dog and Handler (1)		
4. CA Centre Nairobi	14	8	22	
5. Mazaras Mombasa	1	1	2	

6.RSMS Garissa (Modika)	1	1	2	
7.Kahawa Station Nairobi	2	2	4	
8.Kahawa Station Nairobi	-	Dog and Handler (1)	-	
9.Mombasa Regional Office - (NSSF) Building	1	1	2	
10. Mombasa Car Park	1	1	2	
11. Mombasa ASK - Mkomani	1	2	3	
12. Nairobi ASK – Jamhuri Park	1	2	3	
13. Kisumu ASK - Mamboleo	1	2	3	
14. Eldoret Regional Office- KVDA Plaza	1	1	2	
15. Eldoret Car Park	1	1	2	
16. Eldoret SMMS – Eldoret Poly	1	2	3	
17. Nakuru SMMS – Top Cliff Lodge	1	2	3	
18. Nyeri Regional offices Advocate Plaza-	1	1	2	
19. Kisumu Regional Offices - LBDA Mall	1	1	2	
20.. Kisumu SMMS - RIAT	1	2	3	
TOTAL NUMBER OF GUARDS	33	33	66	
TOTAL DOG & HANDLERS		2		

7. ALARM IN OFFICE PREMISES (For Alarm back up, quote Monthly response charges including the equipment installation).

AREA OF ASSIGNMENT	ALARM RESPONSE BACK UP (including two Remote Panic Buttons per Station)	TOTAL KSH PER MONTH
Kitale RSMS Station	1	
South B Station Nairobi	1	
CA Centre	1	
Mazeras Mombasa	1	
Garissa RSMS Station	1	
Kahawa Nairobi	1	
Mombasa Town – NSSF building	1	

Eldoret Town – KVDA Plaza	1	
Eldoret SMMS – Eldoret Poly	1	
Nakuru SMMS – Top Cliff Lodge	1	
Kisumu SMMS – RIAT	1	
Kisumu Regional Office – LBDA mall	1	
Nyeri Regional Office – Advocates Plaza	1	
	TOTAL 13	

8. Unit Rates for Provision of additional security services (Guards, Alarms, Dog and Handler) for other upcoming sites (on request) for both – Permanent and Temporary services (both for contract period). DO NOT CARRY TO FORM OF TENDER. This shall be applied when required.

AREA OF ASSIGNMENT	UNIT RATE KSH (Daily) – (12hrs) Temporary	UNIT RATE KSHS (Per Month) Contract period
Guards		
Dog & Handler		
Alarm Installation and Charges	N/A	
Control room Officers		

NOTICE

Bidders are advised that the quotation for, Armed Escort Services, and provision of security services for Cash on Transit (CIT), should NOT be included in the total tender sum but should be quoted separately independent of the security proposal (DO NOT CARRY TO FORM OF TENDER)

Because of security, confidentiality and privacy of the employees, the scope of services has been divided into two categories and this shall be awarded to two (2) different security firms.

- a) Residential Houses - Item 1- Guarding and Alarm Back up in Residential houses
 - Item 2- Cash in Transit
 - Item 3 - Armed Escort Services
 - Item 4 - Temporary & additional deployment and guards for short periods.
 - Item 5 – Control room Officers (Surveillance Officers)
- b) Offices Premises- - Item 6 - Guarding of office premises
 - Item 7 - Alarm in office premises
 - Item 8 – Unit Rates for additional Permanent/Temporary Security Services

SECTION VI DESCRIPTION OF SERVICES

a PROVISION AND STANDARD OF SECURITY

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

b. PREMISES

The Authority's Premises consists of a block of offices, equipment installations, flats, single Maisonettes or semi-detached Maisonettes, and Bungalows in one compound. If in one compound, the block of offices, installations, flats, Maisonettes or Bungalows will be treated as one unit and charged as such.

c. ASSIGNMENTS

- **No Assigning** or sub-contracting by the Security firm of its rights of duties under this agreement without the express authority of the Authority.
- There will be no extra charges for Saturdays, Sundays and Public Holidays.
- **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 Communications Authority of Kenya and shall be presented to Security Officer by 0800hrs of each day.

d. 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 & Trousers) and Tie where applicable.
- (h) Clubs
- (i) Identification badges
- (j) Communication equipment
- (k) Standard Reflector Jackets

e. LOGISTICS

6.1 The Security firm shall make arrangements and be responsible at their own cost for the following:-

1. General transport requirements for all its personnel to and from the Premises.
2. Accommodation and site office for all personnel and operations.

f. INSURANCE

- (i) The Security firm shall insure its Security Officers and Dogs engaged in the performance of this Agreement 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 neglect or default of Communications Authority of Kenya its servants or agents the Security firm will indemnify Communications Authority of Kenya against all actions claims and demands in respect of such injury and
- (ii) The Security firm shall be required by CA to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

g. SIGN PLATES

The Security firm shall at its own cost and subject to the prior approval thereof, provide sign plates indicating that the premises are being guarded by the Security firm and that guard dogs in use are not a threat.

h. INDEMNITY

- (i) The Security firm shall indemnify and keep indemnified CA, its servants 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 firm, 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 CA, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Security firm its servants or agents.
- (ii) In the event of a loss, investigations must commence immediately by both parties in conjunction with the Police and investigative reports sent to CA for final decision.

i. CLAIMS

Notice of all claims by CA in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Security firm giving details of such loss, damage or injury or consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

j. CONTRACT PRICE

1. In consideration of the services to be rendered by the Security firm under this Agreement Communications Authority of Kenya shall pay to the Security firm such fees and charges as specified in the Second Schedule of this Agreement.
2. Communications Authority of Kenya shall pay to the Security firm the Contract Price within thirty (30) days from the date of receipt of the invoices from the Security firm. Payment shall be after satisfactory delivery of services.
3. The said fees and rates shall be valid for the entire period of this Agreement and no variation thereof will be affected.

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 authorisation form 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. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security 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..... which is hereby duly acknowledged, we, the undersigned, offer to provide. **Provision of security services** in conformity with the said tender documents for the sum of . [.....) 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 [.....] 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 _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item (cols. 4x5)	Unit Price of other incidental services payable

Signature of tenderer _____

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

CONTRACT 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.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

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. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

in the presence of _____.

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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,.....Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p align="center">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER SECURITY FORM (KSHS.100,000)

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of security 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 Kshs.100,000.

for which payment well and truly to be made to the said CA, 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:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) Fails or refuses to execute the Contract Form, if required; or
- (b) Fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to CA up to the above amount upon receipt of its first written demand, without CA having to substantiate its demand, provided that in its demand CA 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 (5% of the contract value.)

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 **5% of the contract value** 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]