



Kenya National Highways Authority

Quality Highways, Better Connections

TENDER NO. KeNHA/1980/2018

**PROVISION OF PRIVATE SECURITY SERVICES FOR KeNHA
OFFICES AT HEADQUATER AND TEN (10) REGIONAL OFFICES**

CLOSING DATE: 20TH JUNE, 2018 AT 11.00 AM

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INTRODUCTION

The Kenya National Highways Authority is a State Corporation established under the Kenya Roads Act 2007, with the responsibility for the Management, Development, Rehabilitation and Maintenance of National Roads.

Kenya National Highways Authority hereinafter referred to as KeNHA wishes to invite bids from firms providing private security services.

SECTION I – INVITATION TO TENDER

Date: 5th June, 2018

Tender Ref No: KeNHA/1980/2018

Tender Name: PROVISION OF PRIVATE SECURITY SERVICES FOR KeNHA OFFICES AT HEADQUATER AND TEN (10) REGIONAL OFFICES

1.1 The **Kenya National Highways Authority** Now Invites Sealed Bids from eligible candidates for the **Provision of Private Security Services**.

The following **must** be submitted together with the tenders:-

- **Certified** Copy of Certificate of Incorporation/Registration
- Copy of **Valid** Tax compliance Certificate
- **Certified** Copy of Certificate of registration as a member of Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA)
- Experience of at least 10 years in provision of private security services in Kenya
- **Valid** frequency license (not payment receipts) from Communication Authority of Kenya (CAK)
- **Certified** Copy of valid County Government license.
- Proof of compliance with prevailing labour laws in respect to **Minimum wage** (Attach a certified and bank stamped Security Guards payment schedule for the last six months, and duly certified letter from the Labour office.)
- Proof of remittance of statutory NHIF and NSSF contributions. (Attach current compliance certificate and certified current NSSF and NHIF employees contribution returns or nominal roll for the last six months).
- Provide a **Valid** Work Injury Benefit insurance policy, Group Personal Accident insurance policy and Employers Liability policy
- Provide a Contractual liability insurance policy cover of not less than 10,000,000/- per event per year.
- Site visit forms duly filled and signed by both the appointed KeNHA and bidders' representative.
- Tender validity period of Ninety (90) days from the tender opening date.
- Duly filled Form of Tender in the format provided.
- Duly filled Confidential Business Questionnaire in the format provided.
- **Current** Sworn Affidavit shall not be more than 3 months from the tender opening date
-
- Original copy of Tender security of **Kshs 230,000.00** in form of **unconditional bank guarantee** from a reputable bank in Kenya valid up to 120 days from the date of opening of the tender in the format provided.
- The tender document must be **sequentially serialized**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, situated at the Kenya National Highways

Authority Headquarters on First Floor Blue Shield Towers during normal working hours.

1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of One Thousand Kenya shillings (Kshs. 1,000) in form of banker's cheque payable to Kenya National Highways Authority. Alternatively, tender documents may be obtained free of charge by downloading from KeNHA website: www.kenha.co.ke or Kenya Supplier Portal: supplier.treasury.go.ke.

1.4 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **90 days** from the closing date of the tender.

1.5 All tenderers should make their own arrangements to visit all KeNHA Offices listed below (where one wishes to bid) on the date and time indicated during normal working hours. Bidders **must** ensure that Site Visit forms are duly filled and signed by the appointed KeNHA official.

S/No.	Region	Location	Contract Duration
1.	Headquarters	Blue Shield Towers, Hospital Road, 1 st Floor	Six Months commencing 16 th July 2018.
2.	Nairobi	Provincial Works Office, Machakos Road, Industrial Area	12 th Months Commencing 16 th July 2018
3.	Lower Eastern	Machakos, Ministry of Roads Office opposite Machakos Boys High School	
4.	Central	Nyeri, Ministry of Roads Building, Makaburini Road	
5.	Upper Eastern	Isiolo, Ministry of Roads & Public Works Building	
6.	Coast	Mombasa, Public Works Building, Shimanzi Road	
7.	North Eastern	Garissa, Public Works Office, Ngamia Road	
8.	North Rift	Eldoret, Public Works Building, Oloo Street	
9.	South Rift	Nakuru, Ministry of Roads Building, Prison Road	
10.	Nyanza	Kisumu, Kisumu - Busia Road, Ministry of Roads Building	
11.	Western	Kakamega, Ministry of Roads Building, Kakamega-Kisumu Road, Opposite GK Prison	

NOTE: A bidder will not be awarded more than four (4No.) Regions

- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **Mezzanine floor, Blue shield Towers** or be addressed to;

**Deputy Director – Supply Chain Management
Kenya National Highways Authority
Blue Shield Towers, 1st Floor,
Hospital Road, Upper Hill
P.O Box 49712 – 00100,
NAIROBI, KENYA**

so as to be received on or before *20th JUNE, 2018 AT 11.00 AM*

Please note that bulky tenders which do not fit in the Tender Box shall be delivered to the Supply Chain Management office at Blue Shield Towers, 1st Floor.

All interested bidders are required to continually check the Kenya National Highways Authority website: www.kenha.co.ke for any tender addendums or clarifications that may arise before the submission date.

- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KeNHA Boardroom on 3rd Floor of the same Building.**

**Deputy Director- SCM
For: DIRECTOR GENERAL**

SECTION II – INSTRUCTIONS TO TENDERERS

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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. KeNHA'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 KeNHA 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 KeNHA, 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 KeNHA 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 2.5 of these instructions to tenderers.

- i) Instructions to Tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form.

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify KeNHA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. KeNHA 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 KeNHA. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender documents”

2.4.2. KeNHA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective Tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, KeNHA, 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 KeNHA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.6 Price variation requests shall be processed by KeNHA 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 KeNHA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

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

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.
- e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

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

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by KeNHA on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.26 or
 - (ii) to furnish performance security in accordance with paragraph 2.27.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by KeNHA, pursuant to

paragraph 2.18. A tender valid for a shorter period shall be rejected by KeNHA as non-responsive.

2.13.2 In exceptional circumstances, KeNHA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare **two copies** of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

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

(a) be addressed to KeNHA 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 Thursday, 14th June, 2018 at 11.00 AM.**"

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 2.15.1, KeNHA 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 KeNHA at the address specified under paragraph 2.15.1 (a) no later than Wednesday, 14th June, 2018 at 11.00 AM.

2.16.2 KeNHA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KeNHA 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 KeNHA 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 KeNHA 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 KeNHA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 KeNHA 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 KeNHA will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Wednesday, 20th June, 2018 at 11:00am** 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 KeNHA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 KeNHA 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 KeNHA 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 KeNHA in its 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 KeNHA 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 KeNHA 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 2.22, KeNHA 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. KeNHA'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 KeNHA 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, KeNHA 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 KeNHA 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 KeNHA'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 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

KeNHA 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 KeNHA'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. KeNHA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 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 KeNHA

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KeNHA 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 KeNHA 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, KeNHA 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 KeNHA 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 KeNHA 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 2.26 KeNHA 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 KeNHA 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 KeNHA's action. If KeNHA determines that none of the Tenderers is responsive; KeNHA 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 KeNHA pursuant to clause 2.26. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, KeNHA 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 KeNHA notifies the successful tenderer that its tender has been accepted, KeNHA 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 KeNHA.

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 KeNHA, 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 KeNHA.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KeNHA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 KeNHA 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 KeNHA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to Tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Tenderers

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	Registered private security services providers.
2.10	Prices must be in Kenya Shillings only and it must be inclusive of all taxes
2.11	<p>MANDATORY ITEMS</p> <ul style="list-style-type: none"> • Certified Copy of Certificate of Incorporation/Registration • Copy of Valid Tax compliance Certificate • Certified Copy of Certificate of registration as a member of Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) • Experience of at least 10years in provision of private security services in Kenya • Provide a Valid frequency license (not payment receipts) from Communication Authority of Kenya (CAK) • Certified Copy of valid County Government license. • The firm must have a physical address and an administrative office-(Attach copy of Lease Agreement from landlord or evidence of ownership i.e Title deed). Provide proof. • Provide Proof of compliance with prevailing labour laws in respect to minimum wage. Attach a certified and bank stamped security Guards payment Schedule for the last six Months, and duly certified letter from the Labour office. • Provide Proof of remittance of statutory NHIF and NSSF contributions. (Attach current compliance certificate and certified current NSSF and NHIF employees contribution returns or nominal roll for the last six months). • Provide Valid Work Injury Benefit insurance Policy, Group Personal Accident Insurance Policy and Employers Liability policy • Provide Contractual liability insurance policy cover of not less than 10,000,000/- per event per year. Attach a valid copy of contractual liability policy document • Site visit forms duly filled and signed by both the appointed KeNHA and bidder's representatives. (The bidder must visit all the areas/sites in the region they wish to tender). • Duly filled Form of Tender in the format provided. • Duly filled Confidential Business Questionnaire in the format provided

	<ul style="list-style-type: none"> • Sworn Affidavit on Litigation history • The tender document must be sequentially serialized
2.12	Bidders shall provide a tender security of Kshs. 230,000.00 in form of unconditional bank guarantee from a reputable bank in Kenya and shall be valid for a period of One Hundred & Twenty (120) days from the date of tender opening format provided. Bidders who will submit bid bond of lesser value/validity shall be disqualified.
2.13.1	The tender shall remain valid for a period of Ninety (90) days from the date of opening.
2.14.1	<i>Bidders shall provide One (1) “ORIGINAL” copy of the tender document clearly Marked “Original” and One (1) copy clearly Marked “COPY” all placed in one envelope.</i>
2.15	Closing date shall be Wednesday, 20th June, 2018 at 11:00am.
2.16	The contract will be awarded to the lowest evaluated bidder in each Region and a bidder will NOT be awarded more than FOUR (4No.) Regions
	Post qualification Evaluation
2.17	The Procuring Entity’s representatives shall conduct due diligence on the lowest evaluated bidder to authenticate all technical requirements as listed in Section VI

EVALUATION CRITERIA

- Preliminary Examination (**Mandatory**)
- Technical Evaluation – 100% (Pass Mark is 75%)
- Financial Evaluation – Lowest evaluated bidder

(I). PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Requirements
1.	Original copy of Tender security of Kshs 230,000.00 in form of unconditional bank guarantee from a reputable bank in Kenya valid up to 120 days from the date of opening of the tender in the format provided.
2.	Tender validity period of Ninety (90) days from the tender opening date.
3.	Copy of Valid Tax Compliance Certificate
4.	Duly filled Form of Tender in the format provided.
5.	Site visit forms duly filled and signed by the appointed KeNHA representative.
6.	Duly filled Confidential Business Questionnaire in the format provided.
7.	Certified Copy of Certificate of Incorporation/Registration
8.	Certified Copy of valid County Government license.
9.	The firm must have a physical address and an administrative office-(Attach copy of Lease Agreement from landlord or evidence of ownership i.e Title deed)
10.	Certified Copy of Certificate of registration as a member of Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA)
11.	Experience of at least 10 years in provision of private security services in Kenya
12.	Valid frequency license (not payment receipts) from Communication Authority of Kenya (CAK)
13.	Proof of compliance with prevailing labour laws in respect to minimum wage. Attach a certified and bank stamped security Guards payment Schedule for the last six Months, and duly certified letter from the Labour office
14.	Proof of remittance of statutory NHIF and NSSF contributions. Attach current compliance certificate and certified current NSSF and NHIF employees contribution returns or nominal roll for the last six months).
15.	Contractual liability insurance policy cover of not less than 10,000,000/- per event per year. Attach a valid copy of contractual liability policy document
16.	Valid Work Injury Benefit Insurance Policy, Group Personal Accident Insurance policy and Employers Liability Insurance policy
17.	Current Sworn Affidavit not more than 3 months from the tender opening date
18.	The tender document must be sequentially serialized

NOTE: Where certification is required, it must be done so by a Commissioner of Oaths.

(II) .TECHNICAL EVALUATION

Technical evaluation criteria shall be as follows:-

CRITERIA	METHOD OF EVALUATION	MAXIMUM POINTS	% SCORE
Firm experience as shown by number of years in the provision of Private Security Services	Half(½) point for every year's experience	5	
References	i) No of contracts handled in the last three years (attach copy of contract) one (1) point for each – Max: Three (3) points	18	
	ii) No of current running contracts with public entities (attach copy of contract) Two (2) points for each. Max: Six (6) points		
	Recommendation (proof of satisfactory provision of services from the above i) and ii) clients (on letter head) – Three (3) points for every letter – Max: Nine (9) points		
Professional qualifications and experience of three technical personnel :Operations Manager, Officer in-charge, Supervisors (documentary evidence is mandatory)	Security qualifications – Two (2) points for each Max: Six (6) points	17	
	Relevant educational qualifications – Two (2) points for each. – Max: Six (6) points		
	Relevant experience – One (1) point for every year's experience after qualification, Max: Five (5) points		
Technical capability (documentary evidence is mandatory)	No. of operational vehicles/motor cycles (one (1) points for each. Max: Six 3 points)	27	
	No of vehicles mounted with mobile communication equipment Two (2) points for each – Max: Six (6) points)		
	VHF/ Radio communication Equipment connected to police network– Max: Three (3) points		
	Control room manned by competent controllers able to communicate competently in English and Kiswahili – Max: Four (4) points		
	No of trained Dogs with medical attention and treatment records One (1) points for each – Max: Two (2) points)		
	Availability of dog carrier - Two (2) points		
	Availability of Trained Dog master – Max: Five (5) points)		
Insurance	Insurance policy for employees (attach copy) - Valid Work Injury Benefit Insurance Policy, Group Personal Accident Insurance policy and Employers Liability Insurance policy	5	
Guards strength	Provide evidence of work force of at least 50 guards (attach copies of the current NSSF and NHIF employee contribution returns or Nominal roll)	15	
	Kitting and provision of security equipment and apparatus All guards be fully equipped with the	5	

	right tools of their trade. (Provide a list of all the above items) .		
Financial capability	Cash and Cash equivalent: Total Assets (attach documentary evidence). Max: Two (2) points)	8	
	Current Assets: Current Liabilities (attach documentary evidence) – Max: Two (2) points)		
	Proof of ability to pay staff monthly salaries on time without depending on procuring entity’s payments (attach proof of remittance to bank/banks for the last six months) – Max: Four (4) point)		
	Total	100	100%

Pass Mark is 75%

3. FINANCIAL EVALUATION

The Bidder who shall be determined as the **lowest evaluated bidder** per **Region** shall be considered and recommended for award. A bidder shall **NOT** be awarded more than **FOUR (4No.)** regions/sites.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between KeNHA 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 KeNHA under the Contract.
- d) “KeNHA” 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 superseded 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 KeNHA 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 KeNHA 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 KeNHA 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 KeNHA and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.
- e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

3.6.4 The performance security will be discharged by KeNHA 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 KeNHA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KeNHA 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 KeNHA.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, KeNHA 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 KeNHA.

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 KeNHA'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 KeNHA's prior written consent.

3.10 Termination for Default

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

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

3.12 Termination of insolvency

KeNHA 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 KeNHA.

3.13 Termination for convenience

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

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

General conditions of contract reference	Special conditions of contract
4.2.1	A performance security of 10% of the total contract price in the form of unconditional bank guarantee from a reputable bank will be required from the winning bidder.
4.2.2	Payment shall be made monthly and within thirty (30) days from the date of invoice and upon satisfactory delivery of services. Please note that payment shall be done based on Guards on duty per day.
4.2.4	Price adjustments shall not be allowed for the entire contract period
4.2.5	In case of a dispute between the purchaser and the supplier and in case of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
4.2.6	Kenya National Highways Authority, P.O Box 49712 - 00100, Nairobi. .

SECTION V: SCHEDULE OF REQUIREMENTS

Listed are the number of guards required in each Region/Site:-

A) HEADQUARTERS					
S/N	AREA OF DEPLOYMENT	Day Guards	Night Guards	Total	
1	Main Gate /Parking /Offices	11	8	19	
B) CENTRAL REGION					
1.	Regional Office	2	2	4	
2.	Ruringu Camp	1	2	3	
3.	Sagana Camp	2	2	4	
4.	Mweiga Camp	2	2	4	
5.	Karatina Corr. ('c')	2	2	4	
6	Nanyuki Corr. ('c')	1	2	3	
7	Kwanjara(Ena)	1	2	3	
	Sub Total	11	14	25	
C) NORTH RIFT					
1.	Regional Office	2	2	4	
2.	Kainuk Camp	1	2	3	
3.	Corridor 'B' Offices in Sosiani	1	2	3	
	Sub Total	4	6	10	
D) SOUTH RIFT REGION					
1.	Regional Office	3	3	6	
2	Rural Base Camp	2	3	5	
3.	Gilgil Corridor' B' Office	2	2	4	
4.	Narok	1	2	3	
5.	Ngorika Ndogo	1	2	3	
6.	Miti Moja	1	2	3	
7.	Egerton	1	2	3	
8.	Staff Quarters	1	2	3	
	Sub Total	12	18	30	
E) COAST REGION					
1.	Regional Office	2	2	4	
2.	KeNHA Roads Yard	1	1	2	
3.	Mariakani Camp	1	2	3	
4.	Shariani Camp	1	1	2	
5.	Mwatunge Corridor' A' Office	2	2	4	
6.	Sabaki Camp	1	1	2	
7.	Nyali Bridge	2	2	4	
8.	Mtwapa bridge	1	1	2	
9.	Kilifi Bridge	1	1	2	

10.	Sabaki Bridge	1	1	2
11.	Mariakani Weigh Bridge /Office	1	1	2
12.	Mackinnon Road Camp	1	1	2
13.	Ikinga	1	2	3
	Sub Total	16	18	34
F) UPPER EASTERN REGION				
1.	Regional Office	4	4	8
2.	Marsabit Maintenance Camp	2	3	5
3	Moyale Camp	1	1	2
	Sub Total	7	8	15
G) LOWER EASTERN REGION				
1.	Regional Office	3	2	5
2.	Athi River camp Corridor' A'	1	2	3
3.	Sultan Hamud camp	1	2	3
4.	Mwingi Corridor' C' Offices	1	2	3
5	Kivandeni	1	2	3
6	Athi River(Interchange)	1	2	3
	Sub Total	8	12	20
H) NORTH EASTERN REGION				
1.	Regional Office	2	2	4
	Sub Total	2	2	4
I) WESTERN REGION				
1.	Regional Office	3	4	7
2.	Bridge Yard	1	2	3
3.	Kaburengu	1	2	3
4	Ikolomani	1	2	3
	Sub Total	6	10	16
J) NYANZA REGION				
1.	Regional Office	6	9	15
2.	Ahero Camp	1	1	2
3.	Suneka Camp	2	3	5
4.	Yala Camp	1	2	3
5.	Kalandini (Siaya Camp)	2	2	4
6.	Rongo Camp	1	2	3
7.	Sega	1	2	3
	Sub Total	14	21	35
K) NAIROBI REGION				
1.	Regional Office	3	4	7
	Sub Total			7

TOTAL NO. OF GUARDS FOR ALL THE REGIONS: 215no.

NB: Site visit is mandatory. Failure to attend shall lead to automatic disqualification.

SECTION VI: TECHNICAL SPECIFICATIONS/DESCRIPTION OF SERVICES

GENERAL PROVISIONS

1. All Security Officers and personnel (hereinafter together called "*Security Officers*") employed in the performance of the duties and obligation of the Security Company have been or will be subjected to a medical examination by a licensed clinic or medical practitioner and passed fit for their duties and have medical certificates as evidence of the same.
2. The Security Officers shall be subject to effective supervisory arrangements and procedures and the Security Company shall make periodic check visits in and at the Premises.
3. The Security Company shall provide all the equipment and instruments used by the Security Officers .i.e. batons, torches, whistles, and metal detectors, Proper uniforms etc.
4. A daily record of inward and outward movement of staff and visitors, equipment and motor vehicles with proper security checks on the same as per instructions given from time to time by the Deputy Director Administrative Services.
5. In addition the Security Officer-In-Charge of the Premises shall note in the record all irregularities or incidents discovered by the either party.
6. The Security Company shall at all times properly look after the keys entrusted to it for the purposes of effectively carrying out the terms of this Contract and be responsible for cost of replacement in case of loss or damage.
7. All Security Officers at the Premises shall be expected to have undergone approved basic firefighting and first aid courses, bomb threat and evacuation drill assembly control and shall have certificates or other evidence of the same. The Security Company shall continuously train their security officers in these respects.
8. The Supplier will submit a list of the security personnel's full names and personal data and maintain an up-to date record of the same which will be submitted to the Deputy Director, Administrative Services.
9. The Supplier shall further ensure that water taps /light /ACs are not left on/open after close of working hours on normal working days as well as on off days as the case may be.
10. The Supplier will keep the Authority informed of all matters of security and co-operate in the investigation of any incident relating to security.

INSURANCE

11. The Security Company shall insure its Security Officers engaged in the performance of this Contract against injury sustained by them in the course of carrying out their duties.

INDEMNITY

12. The Security Company shall also indemnify the Client against injury sustained by its staff pursuant to this contract provided that such injury shall not be due to a negligent act or omission of the Client.
13. The Security Company shall indemnify and keep indemnified the Client, 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 Company, its servants or agents whilst performing their duties under this Agreement AND against the dishonesty of its Security Officers whilst performing their duties hereunder AND THIS shall include any consequential or indirect loss sustained by the Client, its servants or agents or third parties lawfully on the premises by reason of any act or omission or neglect of the Security Company, its servants or agents.
14. In the event of a loss, investigations must commence immediately by both parties in conjunction with the Police and investigative reports sent to the Client's Headquarters for final decision within fourteen (14) days of such loss. If the theft or loss is deemed to be due to the negligence or omission of the Security Company, its servants or agents, the Security Company shall indemnify the client for such loss or theft.

CLAIMS

15. Notice of all claims by the Client in respect of any loss, damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage, loss or injury and the Company shall indemnify the Client for such loss or theft if the same is deemed to be due to the negligence or omission of the Company's servants or agents.

CONFIDENTIALITY

16. The Security Company, its Security Officers, servants and agents shall not at any time during and after termination of this Contract, divulge to any person or third party any information relating to the business or affairs of the Client.

PROVISION AND STANDARD OF SERVICES

17. The Security Company shall provide high standards of services in the performance of this Contract and any performance falling short of what is stipulated in this Contract shall be grounds for termination of the Contract.
18. Frequent and excusable delays by the Security Company in the performance of its obligations hereunder shall give rise to sanctions impositions of liquidated damages by the Client.

CONDUCT AT EXPIRY OF CONTRACT

19. At the expiry of the contract the Security Company must ensure that all handing over procedures have been completed and all Security staff vacated from the premises by the end date of the contract

DISPUTE RESOLUTION

20. Both parties shall endeavor to settle any dispute or difference of any kind amicably but should such difference or dispute persist, then this shall be settled in accordance with the Arbitration Act Chapter 49 of the Laws of Kenya.

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 KENHA 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 KENHA 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 KENHA and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VII: STANDARD FORMS

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

FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____

Tender Number: KeNHA/1980/2018

S/No.	Region	Description	Qty	Unit price (Kshs)	Total price (Kshs)
1.	Headquarters (Blue Shield Towers)	Guards	19		
2.	Nairobi (Industrial Area)	Guards	7		
3.	Upper Eastern (Isiolo)	Guards	15		
4.	Lower Eastern (Machakos)	Guards	20		
5.	Central (Nyeri)	Guards	25		
6.	North Eastern (Garissa)	Guards	4		
7.	Coast (Mombasa)	Guards	34		
8.	South Rift (Nakuru)	Guards	30		
9.	North Rift (Eldoret)	Guards	10		
10.	Nyanza (Kisumu)	Guards	35		
11.	Western (Kakamega)	Guards	16		
Total Number of Guards			215		

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 “KENHA”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS KENHA 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) KENHA’s Notification of Award.
3. In consideration of the payments to be made by KENHA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KENHA to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. KENHA 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 KeNHA)

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.

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.....

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

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

Of.....having registered office at

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

[name of procuring entity](hereinafter called “KeNHA”) in the sum of

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

THE CONDITIONS of this obligation are:

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 bidder refuses to accept the correction of errors in its bid; or
3. If the tenderer, having been notified of the acceptance of its Tender by KENHA 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 KeNHA up to the above amount upon receipt of its first written demand, without KeNHA having to substantiate its demand, provided that in its demand KeNHA 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]

PERFORMANCE SECURITY FORM

To:

[name of KENHA]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to supply.....

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20.....

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[Name of tender].....

Gentlemen and/or Ladies:

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

.....

[Name and address of tenderer][Hereinafter called “the tenderer”] shall deposit with KENHA a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[Amount of guarantee in figures and words].

We, the

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within **60** days of the date of this letter but not earlier than **14** days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary