



**KENYA MEDICAL TRAINING COLLEGE  
P. O. BOX 30195 – 00100,  
NAIROBI.**

**TENDER DOCUMENT FOR**

**PROVISION OF SECURITY SERVICES AT  
KMTC'S COAST & NORTH EASTERN REGIONS**

**TENDER NO. KMTC/17/2022-2023**

**CLOSING DATE: 2<sup>ND</sup> MAY, 2023**

**AT 10.00 A.M.**

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**KENYA MEDICAL TRAINING COLLEGE**

**TENDER NOTICE**

**PROVISION OF SECURITY SERVICES FOR ALL KMTC'S CAMPUSES**

S/No.	Tender No	Service Description	Approximated Number of guards	Tender Security Amount (Kshs)	Targeted Category	Closing Date & Time
1.	KMTC/17/2022-2023	Provision of security services for KMTC'S Coast and North Eastern Region	75	300,000/=	Open	02/05/2023 at 10:00 AM

Tender documents with full specifications can be obtained from the KMTC Headquarters, 1<sup>st</sup> Floor – Procurement Office, upon payment of non-refundable fee of Kenya shillings one thousand (Ksh.1,000) in banker's cheque. Cash is strictly not acceptable. The tender can be viewed and downloaded from the website: [www.kmtc.ac.ke](http://www.kmtc.ac.ke) or <http://tenders.go.ke> at no cost. Bidders who download documents from the website should register their Tenders at KMTC Headquarters, Procurement Office during normal working hours.

Completed Tender documents, in plain sealed envelopes clearly marked with the relevant Tender number (s) and bearing no indications of the sender, must be submitted in the manner described in the Tender documents and addressed to:-

The Chief Executive Officer  
Kenya Medical Training College  
P O Box 30195-00100

**NAIROBI**

and be deposited in the Tender Box situated at the Entrance of the KMTC Administration Block, Headquarters Nairobi, on or before 2<sup>nd</sup> May, 2023 at 10.00am. Prices quoted must be net (V.A.T Inclusive) expressed in Kenya Shillings and should remain valid for 120 days from the closing date of the Tender while the tender security shall remain valid for 150 days. Tender Security shall be from a Bank or an approved Insurance Company. Tender documents will be opened immediately thereafter in the presence of bidders or their representatives who choose to attend at the Principal's Boardroom.

**CHIEF EXECUTIVE OFFICER**  
**KENYA MEDICAL TRAINING COLLEGE**

## **INTRODUCTION**

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

## SECTION I – INVITATION TO TENDER

**Date: 19<sup>th</sup> April 2023**

**Tender Ref. No. KMTC/17/2022 – 2023**

**Tender name: Provision of Security Services for KMTC's Coast and North Eastern Region.**

- 1.1. The KMTC invites sealed tenders from eligible candidates for the supply of Provision of Security Services.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at KMTC Headquarters Administration Block, Ngong Road Procurement Office, 1<sup>st</sup> floor during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of **Kenya Shillings one thousand (Kshs. 1,000/= only)** bankers cheque payable to The Chief Executive Officer, KMTC, Nairobi.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of (120) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the entrance of the KMTC Administration Block or be addressed and posted to the Director, KMTC, P. O. Box 30195 – 00100, Nairobi to be received on or before **2<sup>nd</sup> May, 2023 at 10:00 A.M.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Old Graduation Field

**SECTION II – INSTRUCTIONS TO TENDERERS**

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## SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The KMTc's employees, committee members, board directors and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the KMTc 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 KMTc, 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 be **Kenya Shillings One thousand (Kshs.1,000/=) only**, but free for those who download the document.
- 2.2.3 The KMTc 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) Anti – Corruption Declaration/Commitment/Pledge form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the KMTTC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The KMTTC will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the KMTTCs response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2. The KMTTC 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 KMTTC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KMTTC, at its discretion, may extend the deadline for the submission of tenders.



## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the KMTTC, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to 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 the KMTC'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 contract price.

2.12.2 The tender security is required to protect the KMTC 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.
- c) Such insurance guarantee approved by the Authority.

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

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the KMTC.

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 the KMTC 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 the KMTC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KMTC as nonresponsive.

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

## 2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) Be addressed to the KMTTC 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 2<sup>ND</sup> MAY,2023 at 10:00 A.M.)”**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the KMTTC 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 KMTTC at the address specified under paragraph 2.15.2 no later than **2<sup>ND</sup> MAY, 2023 AT 10:00 A.M.**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the KMTTC 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 KMTTC as provided for in the appendix.

## 2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the KMTC prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## 2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **2<sup>ND</sup> MAY, 2023 AT 10:00 A.M.**
- and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the KMTC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the KMTTC may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the KMTTC's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The KMTTC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The KMTTC may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the KMTTC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The KMTTC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the KMTTC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the KMTc will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## 2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The KMTc'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 2.2.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

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

(b) ***Deviation in payment schedule.***

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

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

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

### 2.23. **Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the KMTTC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the KMTTC in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

### 2.24 **Award of Contract**

#### a) **Post qualification**

2.24.1 In the absence of pre-qualification, the KMTTC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the KMTTC deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the KMTTC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the KMTTC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and



has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the KMTC's action. If the KMTC determines that none of the tenderers is responsive; the KMTC 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 KMTC will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the KMTC pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the KMTC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.26 Signing of Contract**

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

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

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 Before signing contract the successful tenderer shall furnish KMTC with the **performance security of 10%** of contract sum, in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KMTC may make the award to the next lowest evaluated or call for new tenders.

## 2.28 **Corrupt or Fraudulent Practices**

2.28.1 The KMTC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The KMTC 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**

### **Notes on the appendix to instruction to Tenderers**

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be repaired for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers.
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

## 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

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instruction to tenderers</b>
2.1	Particulars of eligible tenderers
2.10	Particulars of other currencies allowed
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Others as necessary	Complete as necessary

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) "The contract" means the agreement entered into between the KMTc and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the KMTc under the Contract.
- d) "The KMTc" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.4 Patent Rights**

The tenderer shall indemnify the KMTc 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.

### 3.5 Performance Security

Before signing of contract, the successful tenderer shall furnish to the KMTC with the **10% performance security** in the amount specified in Special Conditions of Contract.

- 3.5.2 The proceeds of the performance security shall be payable to the KMTC as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KMTC and shall be in the form of a **bank guarantee**.
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### 3.6 Inspections and Tests

- 3.6.1 The KMTC or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the KMTC may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the KMTC.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 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.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

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

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the KMTTC.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the KMTTC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. In the event the KMTTC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the KMTTC for any excess costs for such similar services.

### **3.11 Termination of insolvency**

The KMTTC 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 the KMTTC.



### **3.12 Termination for convenience**

- 3.12.1 The KMTCC by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KMTCC convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the KMTCC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

The KMTCC'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.

### **3.14 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.

### **3.15 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.

### **3.16 Applicable Law.**

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

### **3.17 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 the procuring entity 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 the procuring entity 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.

### **Special Conditions**

Upon award of the contract, the following conditions will prevail:

- a) Guards posted to KMTC institutions must have served in your establishment for not less than 6 months (Not inclusive of training. period).
- b) Guards must have Certificate of good conduct from CID HQS and they must be in proper guard uniform and have all the necessary equipment.
- c) The KMTC Chief security Officer or individual KMTC campus principal has a" right to screen them and then either accept or reject them. This will be done in writing.
- d) You will take liability for items stolen in areas that are under the guard of your security personnel.
- e) Your Guards, apart from being under your watch, will also be under the supervision of our security officers. Your guard dogs must have valid vaccination certificates.
- f) Your guards will be required to respond to and report all incidents to our security officers immediately after they happen, using any means available.
- g) Your security personnel will write statements when our security officers request them to do so after incidents happen.
- h) The award of the contract will be based on the most convenient quote on the basis of price quoted, information given, physical evaluation and all the contract conditions met.

- i) Note that KMTC is not bound to accept the lowest or highest quote but the offer that is most suitable to the MTCs under its jurisdiction and upon winning technical evaluation.
- j) This contract (if awarded) is on trial basis and will only be valid for a period of one year.
- k) Note that the client has a right to vary the contract quantity during the award of the contract.
- L) The tendering Company must have been in security business for at least 5 years.
- m) Detailed requirements will be specified in the contract document for you to read and sign after the notification of the award. However, the contract shall be terminated at any time if there are documented incidents of contract violations, poor performance or gross indiscipline of the company's guards.
- n) The wages for your employee must comply with Kenya gazette supplement no. 114 and amendment order 2022 regulation of wages gazette on 4<sup>th</sup> July, 2022.

**5. Company information:**

- a) Certificate of incorporation No ..... Dated .....
- b) VAT Registration certificate No ..... Dated .....
- c) Trade License No. .... Valid up to .....
- d) Location .....
- e) Tel. Nos .....
- f) Postal Address .....
- g) Email Address .....
- h) Number of years in security business .....
- i) Name and of your contact person .....
- j) Tel No .....Appointment/Position held .....
- k) Details of your insurance company .....

.....  
 .....

l) Official Stamp

m) Signature:

**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.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.8	Indicate addresses of both parties
Others as necessary	Complete as necessary

## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

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

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided. In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

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

**This part will include any deliverables under the service contract**

<b>Tender Number</b>	<b>Item Description</b>	<b>Approximated Number of Security Guards Required</b>	<b>Contract Period</b>
<b>KMTc/17/2022 – 2023</b>	<b>Provision of Security Services for KMTcs Coast and North Eastern Regions.</b>	<b>75 guards (Approx.)</b>	<b>2 Years Contract</b>

Please quote as per table below:

<b>S/NO.</b>	<b>Item Description</b>	<b>Approximated Number of Security Guards Required</b>	<b>UNIT COST (Cost per Guard per month) in KSHS.</b>	<b>TOTAL COST (KSHS.)</b>
<b>1.</b>	<b>Provision of Security Services for KMTcs Coast and North Eastern Regions.</b>	<b>75</b>		

**COAST REGION**

<b>COAST REGION</b>		
1	Kilifi	08
2	Kwale	04
3	Lamu	05
4	Mombasa	12
	Msambweni	10
5	Portreitz	08
6	Tana River	04
7	Taveta	04
8	Voi	04
9	Garissa	07
10	Wajir	05
11	Mandera	04
	<b>Total</b>	<b>75</b>

**NB: The service delivery will be 24/7 based**

**SECTION VI DESCRIPTION OF SERVICES****Notes for preparing technical specifications**

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect. Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

## SERVICE REQUIREMENTS

The successful Bidder will be expected to undertake the following: -

- a) All assignment areas should be manned by the required personnel at all times.
- b) All guards should be in a well-groomed, in full uniform, properly kitted and presentable while on assignment.
- c) Guards must report on duty 15 minutes before change over time.
- d) All vehicles entering and exiting Company premise should have the occupants / items checked and logged in the register before authority to proceed is granted. All company equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.
- e) Guards must be literate and able to communicate and express themselves verbally and in writing in the national language.
- f) Guards should exhibit courtesy and handle customers with respect while undertaking their duties.
- g) Guards should be able to operate radios, alarm systems, access control systems and Close Circuit Televisions systems.
- h) Provide trained security dogs and dog handlers where required.
- i) Provide effective radio communication, deployment and routine checks, patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses.
- j) Attend fire emergency situation / fire prevention, detection and control.
- k) Have back-up systems in cases of emergencies.
- l) Identify and mitigate threats such as attacks, thefts and bombs.
- m) Assist in First Aid and evacuation drills.
- n) The guards should be able to conduct crowd control.
- o) The guards should be able to call police, fire brigade and ambulances in cases emergencies.
- p) All persons employed and deployed to KMTC must be medically fit to undertake the duties. Relevant Medical Certificates to be produced upon request.
- q) All persons employed and deployed to KMTC should be of legal age and have Certificate of Good Conduct.
- r) All security officers and personnel will be subjected to an effective supervisor arrangement and procedures that KMTC will spell out and KMTC shall make periodical check / visits.
- s) All guard dogs will be required to be medically examined and medical certificates supplied. The quality of breed of such dogs must be indicated and certified by the Veterinary doctor.
- t) The Security Company shall be expected to comply with Environmental Management Coordination Act (EMCA) and Occupational Health & Safety Act (OHSA) and other statutory requirements relevant to security services.

- u) The Security Company will conduct regular reviews as prescribed in the Performance Assessment Form of the service.
- v) The guards are prohibited from operating any type of equipment, driving of company or staff vehicles within their reach.
- w) There will be no extra charges for Saturday, Sunday and Public Holidays.
- x) Guards are prohibited from sleeping, smoking, lighting borne fires, or chatting during working hours.
- y) Guards must not tamper with any apparatus, switches, meters and accessories.
- z) Guards posted in high operations sites must use protective gears. Safety precautions must be adhered to within the drilling and well sites, power stations and the dam / ponds areas.

### **MAINTENANCE OF AN OCCURRENCE BOOK**

The procuring entity will provide OB as required where daily occurrences will be recorded and 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 KMTc and shall be presented to the Managing Director or his Representative.

### **KITTING / 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) Other Security equipment' like Electronic Metal Detectors, Undercarriage Mirrors, etc.
- f) Great Coats
- g) Sweaters
- h) Clean, presentable uniforms (Shirts & Trousers) and Tie where applicable at all times while on duty.
- i) Clubs
- j) Identification Badges
- k) Communication Equipment'
- l) Umbrellas and any other protective clothing.
- m) A performance Assessment Report form shall be completed by both parties on monthly basis.

### **LOGISTICS**

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



- a) General transport requirements for all its personnel to and from the assignment to be factored in the overall unit price.
- b) The Security Company shall be expected to establish a site office outside KMTC premises where necessary.
- c) Provision of communication equipment' at the assignment area and all patrol vehicles must be fitted with vehicular radio communications.

## **INSURANCE**

### **General Requirements of Insurance Policies**

The Security Company shall procure and maintain Insurance Policies as follows:

- a) Work Injury Benefit or Group Personal Accident Policy or Employers Liability Policy.
- b) Contractual Liability Cover with a minimum liability of Ksh. 20,000,000/- per event and Ksh. 20,000,000 per year.
- c) Insurance cover against property being guarded by the Service Provider.

### ***SIGN PLATES***

The Security Company 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 Company and that guard dogs in use are not a threat.

## **INDEMNITY**

The Security Company shall indemnify and keep indemnified KMTC, 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 loss, damage, injury, or any consequential or indirect loss sustained by KMTC, 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.

In the event of a loss, investigations must commence immediately by both Security guard in conjunction with the Police. The investigations shall be coordinated by the Area Officer who will report his / her findings to the Ag. Manager Security or his / her representative for action.

## **CLAIMS**

Notice of all claims by KMTC in respect of any loss, damage or injury or consequential or indirect loss shall be given in writing to the Contractor 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. The Contractor shall be expected to respond

in writing admitting liabilities or otherwise upon written admission of liability, the contractor shall, within thirty (30) days from the date of the claim proceed to settle the claim by making good the claim particulars as demonstrated by the employer. If after the expiry of thirty days, the contractor will not have made good the claim, the employer shall deduct the claim amount from the subsequent payment due to the contractor. Any disputes arising thereof shall be dealt with as provided under Dispute Resolution clause in SC20.

## **CONTRACT PRICE**

In consideration of the services to be rendered by the Security Company under this Agreement KMTc shall pay to the Security Company such fees and charges as specified in the Second Schedule of this Agreement.

KMTc shall pay to the Security Company the Contract Price within Thirty (30) days upon receipt of certified invoices confirming that the invoiced services have been rendered in accordance to the contract.

The said fees and rates shall be valid for the entire period of this Agreement and no variation thereto will be affected.

Charges for Temporary Work Orders exceeding seven (7) days shall revert to the normal contract rates per month.

## **STANDARD OPERATING PROCEDURES**

Reshuffle of guards to be done when necessary but with adequate notice issued.

KMTc and the firm shall maintain regular feedback sessions either through meetings or remotely as shall be deemed appropriate.

## **ACCESS CONTROL**

The purpose of this is to ensure that unauthorized persons, vehicles and prohibited items do not gain access to KMTc premises.

- Vehicles must be searched inside their trunks before being allowed into the KMTc compound.
- The main gate shall at all times remain closed.
- The security guard should always peep inside the vehicle to ensure that no unauthorized persons gain access into the premises.
- Unless otherwise permitted by the base manager, passengers riding inside any non KMTc vehicle will have to alight and get cleared by the security guard before being let into the premises.
- Laptops belonging to staff from KMTc should be registered during both entry and exit.
- All KMTc vehicles should have the mileage recorded during entry and exit.

- **ALL** bags belonging to persons making entry **MUST** be searched during both **entry and exit**.
- All staff intending to access the Office over the weekend must have their details logged in the visitors' book.
- Ensure that vehicles do not park on the access way.
- Contractors must declare the tools on the inventory form before being allowed in and while exiting the office premises.
- **No staff / visitor should leave with KMTTC goods unless with a signed gate pass duly issued by an authorized signatory.**
- Visitors must be cleared by the person they are visiting before being let into the Offices. Their details which include the following must be recorded;
  1. Full names
  2. I.D. No.
  3. Time In
  4. Person Visited.
  5. Reason for Visit (Official or Personal)
  6. Signature In
  7. Time Out
  8. Signature Out.

#### **HANDING OVER / TAKING OVER.**

When taking over, ensure that the following occur;

- Complete tour of the whole assignment.
- Note any outstanding issues and their current situation.
- Check the OB for the last 12hours occurrences and sign to take over.
- Sign for any equipment that you may have or use.
- Check all equipment such as fire extinguishers, communication equipment, windows, locks, padlocks, doors, door handles and lights and report any damage or malfunction. Report the same to the program manager, and note the same in the OB.
- Check all vehicles for damages, signs of forced entry, flat tyres, vehicles unlocked or with valuables clearly on display.

**PATROLS**

- Patrols must occur every hour through the whole building commencing with the rear part of the compound and ending with the front.
- Check buildings for unauthorized personnel, or personnel acting suspicious.
- Check and confirm that all main access doors are well secured. Secure if possible.

**ALARM**

Should the alarm go off, carry out the following procedures;

- Locate which sector of the control panel has activated the alarm.
- Immediately move to the apartment office block concerned whilst having informed the guards at each gates to prevent any exit until you have been given the all clear.
- No vehicles should be allowed to enter during an alarm, except the alarm back-up from the security firm.

**FIRE**

If the fire alarm goes off, carry out the following actions;

- Immediately raise the alarm if it has not gone off already. Do this by shouting fire.
- Call the fire brigade and contact the Program Manager / Security Officer.
- Attempt to put out the fire with the equipment provided if this is possible. Otherwise start to evacuate the building and direct everyone to the assembly point.
- Switch off the power to the affected area via the main switch.
- Control crowds that will gather by preventing them from entering the compound.
- Prevent anyone from re-entering the building.
- Vehicle owners should remove their vehicles from the car park.

**DEALING WITH UNSECURED OFFICES**

If Security Guards on patrol of the compound during the evening hours find an office unlocked (un-secure) or windows open, they must notify the Security Contact Person immediately, and report the section and room number. This information, including date

and time must also be entered into their Occurrence Book.

On finding an office in-secure the guards are to:

- Confirm that no one is present in the office working.
- Notify the Program Manager and / or Security Officer of the office or station.
- Enter the same information into their Occurrence Book and include all attractive items found inside the office.
- Ensure that the office is checked periodically throughout the remainder of the shift.
- Hand over the same report to the incoming shift for further action.

### **OTHER RESPONSIBILITIES**

- Note any vehicle entering the premises that has damage and report the same in the OB and to the owner so that a claim against security does not arise at a later stage.
- Complete and maintain accurate inventories / checklists.
- All security guards must conduct themselves at all times in a professional and polite manner, dealing with all situations as they occur. Do not read; chew gum, sleep or light fires.
- Your uniform must be clean and in good condition, fully pressed, with polished boots. The rungu (baton) must be carried correctly.
- Smoking within KMTTC compound is strictly forbidden. You must report on duty sober and not drunk.
- Report on duty at 0600hrs or 1800hrs punctually. Do not leave your assignment until the correct time and especially before you have handed over to your relieving guard. In case of absence of your reliever, you are to remain until relieved, informing your company HQ of the situation.

**THE FOLLOWING IS THE EVALUATION CRITERIA FOR THIS TENDER (The information provided MUST accurately as possible).**

**A. MANDATORY REQUIREMENT**

<b>S/No.</b>	<b>Item Description</b>	
1.	Certificate of Registration/Incorporation	
2.	KRA PIN certificate	
3.	Audited Financial Statements for at the last Three years (2019,2020 & 2021)	
4.	Valid Tax Compliance	
5.	Valid CAK Radio License	
6.	NSSF Certificate (Valid)	
7.	NHIF Certificate (Valid)	
8.	Valid Business Permit from the County Governments (at least 5 Counties within the Region).	
9.	Membership of security association – PSIA/KSIA	
10.	A CR 12 Certificate	
11.	Original Tender Security as required in the Tender	
12.	Recommendations Letters from the five (5) similar to KMTC (Middle Level Colleges, Universities or Public/Private Organizations).	
13.	Proof of compliance with exciting labour laws	
14.	Proof of following insurance covers (Certified by insurance firms) WIBA, Contractual Liability, Group Personal Accidents, and Fidelity Guarantee & Public Liability).	
15.	Filled and signed business questionnaire Form.	
16.	The service provider MUST NOT have been withdrawn, terminated or warned against poor service in whole or in part, in any of the KMTC regions/campuses. (Provide a duly signed written declaration). NB: For the firms previously contracted by KMTC to provide security services, Previous performance records will be verified.	
17.	The quoted price per guard should reflect the gazette labour law requirement on minimum wages	
18.	Bid tender document must be paginated for ease or perusal (Original and copy of the Tender).	
19.	Submit a statement in the bidder's letter head that the company is not insolvent, receivership, bankrupt or in the process of being wound up.	
20.	All Bidders MUST be registered members of Kenya Private Securities Regulation Authority (KPSRA) (Attach Evidence of Registration).	

Any bid that fails to meet any one of the mandatory requirements as defined above shall be disqualified for further evaluation.

## B. TECHNICAL EVALUATION CRITERIA

S/NO.	REQUIREMENT	Max. Score
<b>A.</b>	<b>Technical Capability</b>	
1	Proof of fleet of vehicles owned by the company (attached logbooks) (at least 10 vehicles) (1 mark each).	<b>10</b>
2	At least 5 contracts from similar clients Public or Private organization (with a minimum annual contract sum of Ksh.20 million (2 marks per contract) (certified by the said client).	<b>10</b>
3	Recommendations letters from 5 clients similar to KMTc (Training institutions equivalent to KMTc or Public/Private Agencies/Entities) (2 mark each)	<b>10</b>
4	4 Trained Dogs with medical certificates and valid recent vaccination records 2 mark per dog.	<b>8</b>
5	VHF Radio License: 1 mobile & 3 handsets.	<b>4</b>
6	CV of operations Manager with minimum qualification of Diploma in a security related field or 5 years' experience in managerial position.	<b>5</b>
7.	3 CVs of supervisors with a minimum qualification of certificate in a security related field of 3 years (2 marks for each).	<b>6</b>
8.	3 CVs of Guards with minimum qualification of KCSE (1 point each).	<b>3</b>
	<b>Sub Total</b>	<b>56</b>
<b>B.</b>	<b>Insurance Covers</b>	
1.	Attach valid Copy of insurance policy: Must be Certified by insurance firm (2 mks each). -Work Benefit Injury Act (WIBA) -Contractual Liability -Group Personal Accident Cover -Fidelity Guarantee -Public Liability	<b>10</b>
<b>C.</b>	<b>Evidence of compliance with Quality Management Systems (QMS) Relevant ISO Certification (ISO:2015)</b>	<b>4</b>
<b>D.</b>	<b>Financial Capability.</b>	
1.	<b>Number of guards (Attach copies of NSSF, NHIF Contribution receipts for the last 3 months), (Attach payroll for the last month as certified by NHIF &amp; NSSF to confirm remittance).</b> 200-500 guards (2 marks) Above 500 guards (4 marks)	<b>4</b>
<b>E.</b>	<b>Financial Capability</b>	
1.	Net profit of Ksh.5 Million for the Financial Year 2020 and 2021 audited Reports.	<b>8</b>

2.	Working capital. Provide current bank Statement with a minimum of 5 million as the working capital and a letter of Credit from the Bank.	<b>5</b>
<b>F.</b>	<b>Training</b>	
1.	<b>Evidences of Training:</b> -Training Manual -Training Time Table/Schedule -Duration Time -Sample training certificate	<b>4</b>
G.	Evidence of a safety Health and Environment systems and safety Health and Environment Policy	<b>3</b>
H.	Evidence of a 24 hour control Room	<b>2</b>
I.	<b>Years of Cumulative Experience in Provision of Security Services</b> 0-5 Years (2marks) 5 years and above (4marks)	<b>4</b>
	<b>Maximum Total Score</b>	<b>100</b>

**ONLY BIDS THAT ATTAIN 90% AND ABOVE IN THE TECHNICAL EVALUATION SHALL HAVE THEIR FINANCIAL PROPOSALS EVALUATED.**

**Note:**

- a) Due diligence SHALL be carried out during the process.
- b) Any information provided MUST be accurate, Contrary to this will lead to disqualification.
- c) Tenderers SHALL not submit fake or forged documents.



**E. RECOMMENDATION FOR AWARD.**

**Note:**

**FINANCIAL EVALUATION**

**Sub – Stage i: Financial Analysis**

Tender sums to be read during Tender opening remains FINAL and NO correction of arithmetic errors (section 82 of the PPRA 2015 ACT)

*The remaining tenders shall proceed to next stage*

**According PPAD ACT 2015, section 86 (a), the successful tenderer shall be one with the lowest evaluated price, having met the mandatory requirements and Technical scores.**

The employer shall however reserve the right to exercise due diligence relating to confirmation of information submitted by the bidder. Any bidder who shall be found to have supplied wrong or misleading information shall be disqualified and the next lowest tender that has passed shall be considered

## SECTION VIII - STANDARD FORMS

### Notes on standard forms

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

**SECTION IX - 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. Anti - Corruption Declaration / Commitment / Pledge Form

**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....

KMTC, Box 30195 – 00100,

**NAIROBI.**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers, the* of which is hereby duly acknowledged, we, the undersigned, offer to provide..... *[Description of services]* in conformity with the said tender documents for the sum of **Kshs**..... *[total tender amount in words) and figures Kshs*..... 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 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by KMTC
4. We agree to abide by this Tender for a period of..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*[Signature] [In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_day of \_\_\_\_\_20\_\_\_between.....  
 KMTC of entity] of .....[country of Procurement entity](hereinafter  
 called “the KMTC”) 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 KMTC’s Notification of Award.
3. In consideration of the payments to be made by the KMTC to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the KMTC to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The KMTC 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 AND SEALED with the Common Seal of  
The Procurement Entity: )  
K.M.T.C )

Signed: \_\_\_\_\_ )

Chief Executive Officer )  
K. M. T. C. )

Date \_\_\_\_\_ )

In the presence of \_\_\_\_\_ )

Signed: \_\_\_\_\_ )

Date \_\_\_\_\_ )

SIGNED AND SEALED with the Common Seal of  
The Tenderer:

..... )

\_\_\_\_\_ )

Signed: \_\_\_\_\_ )

Date \_\_\_\_\_ )

In the presence of )

\_\_\_\_\_ )

Signed: \_\_\_\_\_ )

Date \_\_\_\_\_ )

**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 address .....Tel 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 “the procuring entity”) in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
[signature of the bank]  
(Amend accordingly if provided by Insurance Company)



**PERFORMANCE SECURITY FORM**

To: .....

KMTC, P. O. BOX 30195 – 00100, Nairobi

WHEREAS.....[name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No.\_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_20\_\_\_\_\_ to supply .....

.....[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

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

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of bank or financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

(Amend accordingly if provided by Insurance Company)

**BANK GUARANTEE FOR ADVANCE PAYMENT (NOT APPLICABLE IN THIS TENDER)**

To.....

[Name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment, ..... [name and address of tenderer] [hereinafter called "the tenderer"] shall deposit with the KMTC, a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....  
.....[*amount of guarantee in figures and words*].

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

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the KMTC 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*]

**ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM**

I/We ..... of Post Office Box ..... declare that I / We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We ..... declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No. .... for or in the subsequent performance of the contract if I/We am/are successful.

Signed by ..... C.E.O. or Authorized Representative.

Name .....

Designation.....

Signature .....

Date .....

In case of sub-contracting

Signed by ..... CEO of the firm to be subcontracted

Name .....

Designation.....

Signature .....

Date .....