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INVITATION FOR TENDER

TENDER NO. KAS/SS/016/2020/2021

PROVISION OF SECURITY SERVICES

CLOSING DATE: Monday, 17 May 2021

CLOSING TIME: 11:00 A.M.

TABLE OF CONTENTS

	Page
SECTION I: INVITATION FOR TENDERS.....	2
SECTION II: INSTRUCTION TO TENDERERS	3
APPENDIX TO INSTRUCTIONS TO TENDERERS	12
SECTION III: GENERAL CONDITIONS OF CONTRACT	14
SECTION IV: SPECIAL CONDITIONS OF CONTRACT	15
SECTION V: DETAILS OF SECURITY SERVICES	20
SECTION VI: SCHEDULE OF REQUIREMENTS.....	31
SECTION VII: STANDARD FORMS	31
FORM OF TENDER	32
PRICE SCHEDULES	33
CONTRACT FORM	35
CONFIDENTIAL BUSINESS QUESTIONNAIRE.	36
TENDER SECURITY FORM	37
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD	38
LETTER OF NOTIFICATION OF AWARD	39
ANTI-CORRUPTION DECLARATION FORM	40

SECTION I: INVITATION FOR TENDERS

Date:

TENDER NO. KAS/SS/016/2020/2021: PROVISION OF SECURITY SERVICES

kasneb hereby invites eligible Tenderers to submit sealed tenders for the provision of security services including requisite on site security equipment for a period of two (2) years subject to requisite performance evaluation at the end of the first year.

Interested Tenderers may obtain further information from and inspect the tender documents at the offices of **kasneb** situated in **kasneb** Towers, Hospital Road, Upper Hill, Nairobi during normal working hours between 8.00 a.m. and 4.00 p.m. every day from Monday to Friday.

Interested Bidders may obtain the tender documents from the Supply Chain Management Unit office located at **kasneb** Towers, Hospital road, Upper Hill, Nairobi between 8:00 a.m. and 4:00 p.m. upon payment of a non-refundable fee of shillings One Thousand (Sh.1,000) only per tender in form of Bankers cheque payable to **kasneb**. Alternatively, the tender documents may be downloaded from the **kasneb** website: www.kasneb.or.ke

Complete tender documents accompanied by a Tender Security of shillings One million Shillings Only (Sh.1,000,000) in the form of a bank guarantee or guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA) must be enclosed in a plain sealed envelope marked with the tender number and tender name and addressed to:

**The Secretary/Chief Executive Officer,
kasneb Towers, Hospital Road, Upper Hill,
P. O. Box 41362-00100,
NAIROBI.**

The tender documents must be submitted in two copies one marked “**ORIGINAL**” and the other marked “**COPY.**” The tender documents should be deposited in the Tender box placed next to Supply Chain Management Unit Office at **kasneb** Towers or be sent to **The Secretary /Chief Executive Officer** so as to reach the Office on or before the closing date and time on **Monday, 17 May 2021 at 11:00 a.m.**

Prices shall be quoted in Kenya Shillings and shall remain valid for ninety (90) days from the closing date of the tenders. The tenders will be opened immediately after the closing date and time on **Monday, 17 May 2021 at 11:00 a.m.** at **kasneb** Towers. Bidders or bidder representatives are invited to witness the opening.

Yours faithfully

SECRETARY/CHIEF EXECUTIVE OFFICER

Tender Provision of Security Services: KAS/SS/016/2020/2021

SECTION II: INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Appendix to 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 **kasneb** employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and Sub tenderers) 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 **kasneb** 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 **kasneb** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 **kasneb** shall allow the Tenderer to review the tender document free of charge before purchase.

2.3 Contents of the Tender Document

- 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 Security Services
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
 - (xii) Anti-Corruption 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 Tender Documents

- 2.4.1 A Tenderer making inquiry of the tender documents may notify **kasneb** by post, fax or by email at the **kasneb** address indicated in the Invitation for tenders. **kasneb** will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tender prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 **kasneb** will 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 Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, **kasneb**, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective Tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion may extend the deadline for the submission of tenders.

2.6 Language of Tenders

- 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 **kasneb**, 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

- 2.7.1 The tender prepared by the Tenderers 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 paragraph 2.1.2 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
 - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
 - (d) Declaration Form.

2.8 Tender forms

The Tenderer shall complete the tender form and the appropriate price schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The Tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract. Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.2 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 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers eligibility and qualifications

2.11.1 Pursuant to paragraph 2.1. of this document, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted shall establish to **kasneb'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 Appendix to instructions to Tenderers.

2.12.2 The tender security shall not exceed shillings one hundred and fifty thousand shillings only (Sh.150,000).

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

2.12.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of:
(a) A bank guarantee.
(b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by **kasneb** as non-responsive, pursuant to paragraph 2.20.5.

2.12.6 Unsuccessful Tenderer's tender 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.

2.12.7 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

2.12.8 The tender security may be forfeited:

- (a) if a Tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful Tenderer, if the Tenderer fails to:
 - (i) Sign the contract in accordance with paragraph 2.29 or
 - (ii) Furnish performance security in accordance with paragraph 2.30.

2.13 Validity of tenders

- 2.13.1 Tenders shall remain valid for ninety (90) days after the date of tender opening prescribed by kasneb, pursuant to paragraph 2.18. A tender valid for a shorter period shall be considered non responsive and will be rejected.
- 2.13.2 In exceptional circumstances, **kasneb** 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 the tender

- 2.14.1 **kasneb** shall prepare one copy of the tender. The Tenderer shall submit the tender in two copies. One copy will be clearly marked "**ORIGINAL**" and the other one will be clearly marked "**COPY**," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and the copy 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 the copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." The envelopes shall then be inserted and sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Secretary/Chief Executive Officer, **kasneb**, P.O. Box 41362-00100 NAIROBI.
 - (b) Bear the tender number and name.
- 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 **kasneb** 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 deposited in the Tender box placed next to Supply Chain Management Unit Office at **kasneb** Towers, or be sent so as to be received at **kasneb** Towers on or before the closing date and time on **Monday, 17 May 2021 at 11:00 a.m.**

2.16.2 **kasneb** may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3, in which case all rights and obligations of **kasneb** and candidates previously subject to the deadline will therefore 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 Supply Chain Management Unit Office.

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 tenders, is received by **kasneb** prior to the deadline prescribed for 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 e-mail 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 **kasneb** shall give prompt notice of the termination to the Tenderers and on request give its reasons for the termination within fourteen (14) days of receiving the request from any Tenderer.

2.18. Opening of Tenders

2.18.1 The tenders will be opened immediately after the closing date and time on **Monday, 17 May 2021 at 11:00 a.m.** in the **kasneb** Towers Conference Hall in the presence of Tenderers' representatives present.

2.18.2 The Tenderers' representatives present shall sign a register evidencing their attendance.

2.18.3 The Tenderers names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as at its discretion may consider appropriate, will be announced at the opening.

2.18.4 **kasneb** will prepare minutes of the tender opening, which will be submitted to 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 **kasneb** 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 of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the Tenderer to influence **kasneb** in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 **kasneb** will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.20.3 **kasneb** may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20 **kasneb** 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. **Kasneb's** determination of a tender's responsiveness will 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 and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

2.21 Conversion to Single Currency

Where other currencies are used, **kasneb** 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 **kasneb** will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2 **kasneb'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 2.22.3.
- (a) Operational plan proposed in the tender.
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.

2.22.3 Pursuant to paragraph 2.22.2, the following evaluation methods will be applied.

(a) **Operational Plan**

kasneb 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 **kasneb'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 the 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.

kasneb may consider the alternative payment schedule offered by the selected Tenderer.

2.22.4 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23 Contacting **kasneb**

2.23.1 Subject to paragraph 2.19 no Tenderer shall contact **kasneb** on any matter related 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 members of staff of **kasneb** in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.24 Post-qualification

2.24.1 **kasneb** will verify and 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 Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 2.11.2, as well as such other information as **kasneb** 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 **kasneb** will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 **kasneb** 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.

2.25.2 To qualify for contract awards, the Tenderer shall have the following: -

- (a) Necessary qualifications, capability, experience, services, equipment and facilities to provide the services 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.

2.26 **Kasneb's Right to accept or Reject any or all Tenders**

2.26.1 **kasneb** 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.

If **kasneb** determines that none of the tenders is responsive, **kasneb** shall notify each Tenderer who submitted a tender.

2.26.2 **kasneb** 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.

2.26.3 A Tenderer who gives false information in the tender document about his 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.

2.27 **Notification of Award**

2.27.1 Prior to the expiry of the period of tender validity, **kasneb** will notify the successful Tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Tenderer and **kasneb** pursuant to clause 2.9. Simultaneously the other Tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, **kasneb** will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 **Signing of Contract.**

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

2.28.2 The contract will be definitive upon its signature by the two parties.

2.28.3 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.

2.29 **Performance Security**

2.29.1 The successful Tenderer may be required to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to **kasneb**.

2.29.2 Failure by the successful Tenderer to comply with the requirement of paragraph 2.29.1 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event **kasneb** may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 **kasneb** 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.

2.30.2 **kasneb** 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. 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 the provision of security services shall complement, supplement, or amend, the provisions on 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.

Particulars to Appendix to instruction to Tenders
Indicate eligible Tenderers: Only for Companies Licensed by Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) or its equivalent.
Qualification Information statement: This shall not be required
Price to be charged for tender documents. Shs.1,500/= for hard copy of the Tender Documents
Particulars of eligibility and qualifications documents of evidence required. Copies of:-
(i) Certificate of Registration under the companies Act (CAP 486)
(ii) Certificate of valid Tax Compliance
(iii) Audited Accounts for the last two (2) years
(iv) Properly filled and stamped Confidential Business Questionnaire
Particulars of tender security: Shall be valid for an additional one hundred and twenty (120) days after the expiry of the tender validity period.
Form of Tender Security. The Tender Security shall be in the form of reputable Bank Guarantee or a Guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA).
Validity of Tenders: Tenders shall remain valid for 120 Days after the date of opening.
Deadline for Submission of Tenders: Monday, 17 May 2021 at 11:00 a.m.
Bulky Tenders that will not fit in the tender box shall be delivered to the Supply Chain Management Unit and will be signed for if required.
Date and Time for Tender Opening: Monday, 17 May 2021 at 11:00 a.m.
Evaluation and Comparison of Tenders:
The proposals will be evaluated in three stages as follows:
(1) Stage One: Mandatory Requirements
A company profile that consist of the following:
(a) Valid CR12 from the Registrar of Companies.
(b) Fully filled anti-corruption form.
(c) Copy of registration/incorporation certificate.
(d) Copy of current Tax Compliance Certificate.
(e) Audited accounts for the last three (3) years.
(f) List of at least three (3) current and/or past clients to whom similar services have been provided in the last five (5) years.
(g) Proof of nationwide presence with at least five (5) office lease/rental agreement and trade licenses in various counties.
(h) Evidence of at least five (5) trained pedigree dogs for patrol. Submit veterinary documents as proof of ownership and/or vaccination certificates. (for sites requiring patrol dogs).
(i) Copy of valid frequency license (VHF/UHF/ALARM) from Communications Authority of Kenya.
(j) Valid certificate from Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) or its equivalent
(k) Pagination/serialisation of all the tender documents including the attachments.

Failure to submit copies of any of the above listed mandatory requirements could lead to a firm being declared as non-responsive, hence shall not qualify to proceed for any further evaluation.

The company profile should further provide

- (2) Copy of A bid bond of Shillings one million (**Sh.1,000,000**) in form of a bank guarantee or from an insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for **One Hundred and Twenty (120)** days from the closing date of the tender.
- (3) Valid business permit or its equivalent
- (4) Copy of valid NHIF/NSSF compliance certificate.

Bids to be submitted in two envelope system that is "the original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked "Technical proposal" similarly, the original financial proposal shall be placed in a sealed envelope clearly marked "Financial proposal"

(2) Stage Two: Technical Evaluation (Total Points 100)

TECHNICAL EVALUATION CRITERIA

No	PARAMETER DESCRIPTION	Score (100 Marks)
1.	Experience in similar assignments in reputable organisations in either public or private sector. Provide evidence of three (3) sites with recommendation letters (on the client's letter head) from each of the sites. (5 marks each)	15 marks
2.	Qualifications and experience of the following key personnel (Attach documentary evidence)	29 Marks
	Operations Manager	3 Marks
	(i) Minimum 'O' level with mean grade of C (or diploma/graduate) qualification (attach copies of relevant certificates) (3 marks)	
	(ii) Must have risen to the rank of Inspector of Police and above or equivalent position/rank in the armed forces or have at least seven (7) years' experience as a Senior Manager in private guarding services (attach copies of CV , a valid certificate of good conduct, evidence of rank and experience@ shall be1 Mark). (4 marks)	4 Marks
	Site Manager/Officer in Charge/Supervisor	3 Marks
	(i) Minimum 'O' level qualification with mean grade of D+ (attach copies of relevant certificates) (3 marks)	
	(ii) Must have risen to the rank of Police Sergeant and above or equivalent position/rank in the armed forces or have at least three (3) years' experience as a site Manager/Officer-in-charge in private guarding services attach copies of CV and a valid certificate of good conduct and evidence of rank and experience@ shall be1 Mark (4 marks)	4 Marks
	Officers In Charge	3 Marks
	(i) Minimum 'O' level qualification (attach copies of relevant certificates) (3 marks)	
	(ii) Must have risen to the rank of Police Corporal and above or equivalent position/rank in the armed forces or have at least three (3) years' experience as a Supervisor in private guarding services (attach copies of CV and a valid certificate of good conduct). (4 marks)	4 Marks

3.	Machinery, Tools and Equipment	
	At least three (3) operational motor vehicles and two (2) motor cycles available for use within the operation area of kasneb (attach proof of ownership or lease) (5 marks)	5 Marks
	An operational VHF/Radio Communication license and equipment's (attach proof of frequency allocation) (8 marks)	8 Marks
	Copy of current ISO 9001;2015 certificate or its equivalent).	5 Marks
	Availability of backup systems and ability to respond on timely basis. The bidder should state clearly the position or locality of the backup (attach proof of log book and frequency allocation). (5 marks)	5 Marks
4.	Provide evidence of insurance cover including: (i) Indemnity against risk (6 marks) (ii) Workman Injuries Benefit cover (WIBA) (6 marks)	12 Marks
5.	Evidence of sound financial statements informed by certified audited annual accounts for the last three (3) years. (6 marks)	6 Marks
6.	Adequacy of methodology and work plan in responding to terms of reference (written confirmatory statement of ability to fulfill the requirements under paragraphs 5.2 to 5.9 of Section V of the Tender Document titled Terms of Reference on page 21 to 29). (15 marks)	15 Marks
	Total Technical Evaluation (100 marks)	100 marks

Note: Bidders shall be required to obtain a minimum of seventy (70) marks at the Technical Evaluation to qualify for Financial Evaluation stage.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (i) “**The contract**” means the agreement entered into between **kasneb** 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.
- (ii) “**The contract price**” means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations.
- (iii) “**The services**” means all of services to be provided by the Tenderer including any documents, which the Tenderer is required to provide to **kasneb** under the Contract.
- (iv) “**The Tenderer**” means the individual or firm supplying the goods under this contract
- (v) “**The GCC**” means the General Conditions of Contract contained in this section
- (vi) “**The SCC**” means the Special Conditions of Contract
- (vii) “**Day**” means calendar day

3.2 Application

These general conditions shall apply in all contracts made by **kasneb** for the procurement of goods and services.

3.3 Standards

The services provided under this contract shall conform to the standards mentioned in the specifications.

3.4 Use of contract documents and information

- 3.4.1 The Tenderer shall not, without **kasneb’s** prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of **kasneb** in connection therewith, to any person other than a person employed by the Tenderer in the performance of the contract.
- 3.4.2 The Tenderer shall not, without **kasneb’s** prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the contract itself, enumerated in paragraph 2.4.1 shall remain the property of **kasneb** and shall be returned (all copies) to **kasneb** on completion of the Tenderer’s performance under the contract if so required by **kasneb**.

3.5 Patent rights

3.5.1 The Tenderer shall indemnify **kasneb** against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by **kasneb**.

3.6 Performance security

3.6.1 Within fourteen (14) days of receipt of the notification of contract award, the successful Tenderer shall furnish to **kasneb** the performance security of 2% of the contract value in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender document or any other form acceptable to **kasneb**.

3.6.2 The proceeds of the performance security shall be payable to **kasneb** 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 and shall be in the form of:

- (a) A bank guarantee.
- (b) insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

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

3.7. Delivery of services and documents

Delivery of the services shall be made by the Tenderer in accordance with the terms specified by **kasneb** in the schedule of requirements and the special conditions of 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.

3.8.2 Payment shall be made promptly by **kasneb**, but in no case later than thirty (30) days after submission of a valid invoice or claim by the Tenderer.

3.9 Prices

3.9.1 Prices charged by the Tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Tenderer in its tender or in **kasneb'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 consent signed by the parties.

- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 15% of the original contract price.
- 3.9.4 Price variation requests shall be processed by **kasneb** within 30 days of receiving the request.

3.10 Assignment

The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with **kasneb's** prior written consent.

3.11 Termination for default

- 3.11.1 **kasneb** 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 deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by **kasneb**.
 - (b) If the Tenderer fails to deliver the services of the specified quality.
 - (c) If the Tenderer fails to perform any other obligation(s) under the contract.
 - (d) If the Tenderer, in the judgment of **kasneb** has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event **kasneb** 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 pay **kasneb** for any excess costs for such similar services. However, the Tenderer shall continue performance of the contract to extent not terminated.

3.13 Termination for Convenience

3.13.1 **kasneb** by written notice sent to the Tenderer, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the Tenderer 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 **kasneb** may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 **kasneb** and the Tenderer shall make every effort to resolve any disagreement or disputes arising between them under or in connection with the contract.
- 3.14.2 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.

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. Applicable Law

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

3.17 Force Majeure

The Tenderer 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.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by Post or Email or Hand Delivery and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10% of tender sum submitted within twenty-one (21) days upon notification of award.
3.7 Delivery of Services	For a Contract period of two (2) years with a possibility of renewal for an additional one (1) year subject to satisfactory annual performance appraisal and mutual expressed agreement between kasneb and the contracted service provider.
3.8 Payment	The payments shall be paid on monthly basis upon submission of valid reports and invoices.
3.9 Price adjustment	No price adjustments allowed. However, the contract should be able to provide for additional requirements.
3.16 Applicable law	Laws of Kenya
3.18 Notices	The Secretary/Chief Executive Officer kasneb P. O. Box 41362-00100 NAIROBI

Please note that:

- The pages of the Tender Document submitted by the Tenderer MUST be serialised/numbered/paginated.
- Demonstration with relevant documentation (certified payroll) that wage for guards meets the gazette government minimum wage guidelines.
- Current and authentic copies of vaccination certificates indicating the dog's clinic and their respective address shall be required.
- Provide evidence of ownership of rapid response backup system.
- Evidence of backup vehicles complete with armed police officers (copy of logbooks).

SECTION V: DETAILS OF SECURITY SERVICES

TERMS OF REFERENCE (TOR) FOR PROVISION OF SECURITY SERVICES AT **kasneb** OFFICE PREMISES

5.1 BACKGROUND

5.1.1. **Legal framework**

kasneb was established as a State Corporation under the National Treasury by the Government of Kenya on 24 July 1969. The establishment and operations of **kasneb** are governed by the following main Acts, among others:

- (a) The Accountants Act, No.15 of 2008 (which repealed and replaced the Accountants Act, Cap. 531 of 1977).
- (b) The Certified Public Secretaries of Kenya Act, Cap.534 of 1988.
- (c) The Investment and Financial Analysts Act, No.13 of 2015.

5.1.2 **Mandate**

The mandate of **kasneb** is the development of syllabuses, conduct of professional, diploma and technician examinations, and certification of candidates in accountancy, finance, credit, governance and management, information technology and related disciplines, promotion of its qualifications nationally and internationally and the accreditation of relevant training institutions in liaison with Ministry in charge of Education.

5.1.3 **Vision**

Global leader in examination and certification of business professionals.

5.1.4 **Mission**

Empowering professionals globally by offering quality examinations and undertaking research and innovation.

5.1.5 **Examinations**

kasneb currently offers five (5) professional examinations, three (3) diploma examinations and one (1) certificate examination leading to the following qualifications:

(a) **Professional qualifications**

- (i) Certified Public Accountants (CPA)
- (ii) Certified Secretaries (CS)
- (iii) Certified Information Communication Technologists (CICT)
- (iv) Certified Investment and Financial Analysts (CIFA)
- (v) Certified Credit Professionals (CCP)

(b) **Diploma qualifications**

- (i) Accounting Technicians Diploma (ATD)
- (ii) Diploma in Information Communication Technology (DICT)
- (iii) Diploma in Credit Management (DCM)

(c) **Certificate qualification**

- (i) Certificate in Accounting and Management Skills (CAMS)

The examinations are administered throughout the Republic of Kenya and in foreign countries through the Kenya High Commissions, Embassies and Consulates.

The examinations are offered twice a year in May and November.

5.1.6 **Organisation Structure**

The organisation structure of **kasneb** is contained in the Corporate Strategic Plan (2017-2022). The authority of each division and unit is assigned by the Secretary/ Chief Executive Officer. **Kasneb** is divided into three divisions and six units namely:

- Examinations Division
- Finance Division
- Human Capital and Administration Division
- Information Communication Technology Unit
- Internal Audit and Risk Unit
- Marketing and Corporate Affairs Unit
- Planning and Strategy Unit
- Supply Chain Management Unit
- Legal and Compliance Unit

kasneb has 123 members of staff out of which 114 members of staff are based at **kasneb Towers**, Upper Hill, Nairobi, eight (8) are based at various Huduma Centres in Kenya while one (1) is based in Kigali, Rwanda.

5.2 **PROVISION OF SECURITY SERVICES**

5.2.1 **Introduction**

kasneb is committed to protecting its members of staff and persons lawfully present at the workplace against security risks from employment or their association with the organisation. To realise this obligation, **kasneb** intends to invite potential qualified service providers to submit proposals with regard to provision of security services including requisite on site security equipment for a period of two (2) years' subject to requisite performance evaluation at the end of the first year.

5.2.2 **Overall objectives**

- (a) Ensure security and safety of members of staff, customers, tenants, stakeholders and assets/property of **kasneb** and within the **kasneb** premises.
- (b) Offer advice on suitable mitigation strategies to address any safety and security matters relating to **kasneb** and at **kasneb** premises.
- (c) Provision of maintenance service to requisite security equipment.

5.2.3 **Specific objectives of the Security Service Provider**

Security service personnel are required to perform duties at the **kasneb** Towers situated Off Hospital Road, Upper Hill, Nairobi and at other office premises as advised.

Tender Provision of Security Services: KAS/SS/016/2020/2021

The security services that shall be provided on the said premises entail the following:

- (a) Patrolling of premises.
- (b) Access control.
- (c) Screening/scanning of personnel/vehicles.
- (d) Escort services on need basis.
- (e) Protection of building and other assets and property.
- (f) General crime prevention measures.
- (g) Building reception services.
- (h) Safety precaution adherence

5.2.4 Scope of Work

- (a) Security services shall be performed on 7 days per week on a 24-hour basis.
- (b) Contracted Security Guards shall have the following shifts.
 - (i) **From 0600 hours to 1800 hours** - **Day shift**
 - (ii) **From 1800 hours to 0600 hours** - **Night shift**The number of guards per shift will depend on the assignment and the related contract performance.
- (c) Job description
 - (i) The security service shall include control of entries and exits, body search and ID card check/verification of the incoming people other than the members of staff/ tenants or other people as may be advised.
 - (ii) Ensure security and safety to persons and property within kasneb premises or as advised.
 - (iii) Inspect and monitor all vehicles entering and exiting the premises.
- (d) Assisting visitors upon their arrival at the respective floors within **kasneb** building in an effective, kind and professional manner, registering their names and directing them to the relevant offices. Knowledge of English and Kiswahili languages is essential. The guards may be called upon to perform reception duties.
- (e) All visitors coming to the building and wishing to pay a visit shall, irrespective of their identity, be visually searched thoroughly without letting him/her notice it or treated as if he/she were a suspect.
- (f) The management and supervisors of the contracted security firm shall be expected to establish coordination with, and receive work related instruction, if any, from the Security Office or his assignee responsible for security of **kasneb** and shall accommodate the instructions therein and escalate any issues that may go beyond their power.
- (g) The contracted security firm shall be provided with the list of names of members of staff authorised to park vehicles in **kasneb** Towers II to enable them control entry/exit to the premises and to the parking bay accordingly.

- (h) Entries and exits after normal working hours by members of staff and tenants shall be recorded in the Occurrence Book (OB) and the **kasneb** Security Office shall be notified of the same the next morning.
- (i) The contracted security firm shall maintain an occurrence book(s) in which all matters of security concern shall be recorded. The supervisor shall be required to make daily entries on security matters such as inspection and incidences. Any incidence shall be proceeded with a situation report to the Security Office of **kasneb** Guards shall also be expected to maintain vehicle movement registers and other operating instructions set by **kasneb**. These books are to be checked and counter signed by the Security Officer at kasneb or his deputy on daily basis. The books remain the property of kasneb.
- (j) The contracted security firm shall at the end of every month compile a security incidences report on all matters of security concern during the month. The report shall be addressed to the **kasneb Contract Implementation Team (CIT)** coordinated by the Chairman and/or Security Office at **kasneb**.
- (k) A high level of security performance in the execution of work is expected. Poor performance and substandard quality of work shall constitute sufficient grounds for termination of the agreement.
- (l) There will be no extra charges for Saturdays, Sunday and Public Holidays.
- (m) If need be, there shall be escorts provided by the contracted security firm as either backup or on board escort.

The specific duties of security personnel in respect of the premises shall be as described in the Service Level Agreement (SLA) as agreed upon by the contracted security firm and **kasneb**.

The bidders shall include the standing operating procedures (SOP's) in the tender document. The standing operating procedures (SOP's) may be amended from time to time in agreement with both parties.

5.2.5 **Compliance expectations**

The purpose of access control is to prevent unauthorised access of persons and vehicles and prohibit bringing in of any dangerous objects/substances to **kasneb** premises in order to safeguard the people, the property and the premises.

The bidder shall therefore be expected to provide security services taking into consideration the provision of the following laws, regulations, policies and standards:

- (a) Occupational Safety and Health (OSH) Act, 2007
- (b) Building Regulations.
- (c) Work Injury Benefit (WIBA) Act, 2007
- (d) Human Capital and Administration Policy Manual (**kasneb**).
- (e) Article 29 of the constitution of Kenya 2010.
- (f) ISO 9001:2015 Quality Management System or its equivalent
- (g) ISO/IEC 27001:2013 Information Security Management System. or its equivalent
- (h) Other related statutes.

Tender Provision of Security Services: KAS/SS/016/2020/2021

5.3

GENERAL REQUIREMENTS

The following comprise the general requirements the contracted security firm shall comply with:

- (a) Hire and pay competitive salaries to the guards, supervisors, liaison officers/project officer and managers without depending on monthly payment from kasneb.
- (b) Provide sound and effective security guarding dogs with ability to track and detect, with trained dog handlers and a kennel
- (c) Provide sound radio communication including alarm system, HF and VHF with established base station and suitable electronic communication at **kasneb** Towers I and **kasneb Towers II** premises, deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with Communications Commission of Kenya (CCK) Radio Communication licenses.
- (d) Guards, their supervisors/managers must be trained on fire detection, first aid, prevention and firefighting techniques, disaster management and crowd control/dispersal
- (e) Guards shall be expected to attend fire emergency drills, fire prevention, detection and control. (repetition of 'd' above)
- (f) Provide adequate number of guards to provide security of **kasneb** assets and property.
- (g) Provide educated (literate) and trained guards capable of maintaining records and use of access control gadgets and other security equipment such as radios, Close Circuit Television (CCTVs), luggage scanner and body scanner.
- (h) Be able to provide assembly control in cases of large crowds/human traffic.
- (i) Be able to summon police, fire brigade and ambulances in case of emergencies.
- (j) Appoint personnel who have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles at **kasneb** premises.
- (k) All security officers and personnel to be subjected to a thorough medical examination and declared fit for their duties. Relevant medical certificates to be produced on request.
- (l) All security officers and personnel to be subjected to an effective supervisory arrangement and procedures where **kasneb** shall make periodical checks/visit. This will be on a 24 hours' basis throughout the term of contract.
- (m) All guard dogs used by such security firms will be required to be medically examined and medical certificates provided. The quality of breeds of such dogs must be indicated and certified by a veterinary doctor.

5.4 OTHER REQUIREMENTS

(a) Kitting/Equipment

All guards must be fully equipped with the right tools of their trade as follows:

- Peak caps/berets
- Whistles with lanyards
- Torches and batteries/night batons
- Serviceable military boots
- Other security equipment like electronic metal detectors, undercarriage mirrors.
- Sweaters
- Clean, presentable uniforms at all times while on duty
- Clubs
- Identification badges
- Umbrellas and any other protective clothing
- A performance assessment report form shall be completed by both parties on monthly basis.

Note: Guards without proper uniform shall be considered absent and the day's salary deducted from the current month invoice.

(b) Logistics

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

- (i) General transport requirements for all its personnel to and from the assignment to be factored in the overall unit price.
- (ii) Provision of communication equipment for the assignment. All patrol vehicles must be fitted with vehicular radio communications.
- (iii) Prepare assignment instructions for each post/guard.
- (iv) Back-up systems in cases of emergency. Including chase cars to assist in arresting offenders.

(c) Insurance

General requirements of insurance policies

The contracted security firm shall procure insurance policies as follows:

(i) **Professional indemnity insurance policy**

The contracted security firm shall insure its security officers and dogs engaged in the performance of this agent against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of default of **kasneb**, its servants or agents, the contracted security firm will indemnify **kasneb** against all actions claims and demands in respect of such injury.

(ii) **Work Injury Benefit Act (WIBA)**

Work Injury Benefit Act to cover all the employees for any liability as per the government.

(iii) **Motor insurance policy**

The contracted security firm should ensure that all their operations vehicles have the mandatory minimum third party risk cover.

The contracted security firm shall:

- Produce insurance policies or certificates of all the above mentioned policies.
- Make no material alterations to the terms of any insurance without kasneb approval. If an insurer makes any material alterations to the terms of the contracted security firm shall forthwith notify **kasneb**.
- In all respects comply with any condition stipulated in the insurance policy.

(iv) **Sign plates**

The contracted security firm shall at its own cost and subject to the prior approval thereof, provide sign plates indicating that the premises are being guarded by the security company, the building is under Close Circuit Television (CCTV) surveillance and that guard dogs in use are not a threat.

(iv) **Indemnity**

The contracted security firm shall indemnify and keep indemnified **kasneb**, its servants and agents against loss of or damage to property or bodily injury sustained by it or them or reason or reason of any act, omission or neglect of the security company, its servants or agents whilst performing their duties under this agreement and against 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 kasneb, 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.

- (v) Notice of all claims by **kasneb** in respect of any loss damage or injury or consequential or indirect loss shall be given in written 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. Any disputes arising thereof shall be dealt as provided under dispute resolution clause.

5.5 **FURTHER INSTRUCTIONS**

(a) The required service level is of high standard and as such:

- Guards should be well disciplined and trained in security matters with a minimum level of form four (KCSE)/O level education. (Provide proof of education/professional qualification of guards).
- Guards should be dressed daily in clean and well cut uniforms.
- Guards should be of impeccable character, honest and of high integrity.
- Knowledge of operating electronic security equipment.
- Must be able to communicate and express themselves clearly in the national and official languages.
- Must be trained in customer care and public relations tenets.

- All security guards must have certificate of Good Conduct from the Directorate of Criminal Investigation (DCI) of the Kenya Police Service.
- In the event of a security breach, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to the security officer/kasneb management for decision making and subsequent insurance processes as applicable.
 - (a) Guards are expected to have been trained on basic investigation techniques and prevention of scenes crime.
 - (b) All guards, supervisors and managers of any service provider(s) shall be expected to adhere and observe all security operating instructions that shall be given to them from time to time.
 - (c) All guards shall be expected to have the ability to use their positive initiative whenever they shall be confronted with a security issue without jeopardising on the overall security arrangement.
 - (d) Guards are prohibited from sleeping, smoking, lighting of bonfires, or chatting during working hours.
 - (e) Guards are expected to be time conscious.
 - (f) There are no medical facilities on site however, similar services may be obtained from government and private clinics.
 - (g) Due to high electrical accidents risks, guards must not tamper with any apparatus, switches, meters and accessories.
 - (h) Safety precautions shall be adhered to by the guards at all times within **kasneb** premises. Guards are further prohibited from operating any type of equipment, driving of company or staff vehicles or any other item within their reach.
 - (i) Area operating procedures and instructions shall be provided on site.

5.6. **PERSONNEL REQUIREMENTS**

- (a) The personnel requirements will include without limitation as noted in section VI: Schedule of Requirements.
 - (i) Under no circumstances shall a security guard be allowed to render two (2) successive shifts in one day nor shall each guard's schedule of duty overlap with that of another; otherwise, kasneb shall have no obligation to pay the contracted security firm for the unauthorised excess hours.
 - (ii) The contracted security firm must ensure that all security posts are manned in accordance with the approved schedule and Security Plan.
 - (iii) The list of equipment that the contracted security firm must provide throughout the duration of the contract has to be enumerated during posting/manning hours and required equipment per area of responsibility. The provision for maintenance of said equipment shall be at the expense of the contracted security firm including communication equipment.
 - (iv) The contracted security firm must ensure that the required equipment is provided and readily available at all times, in good condition and functional throughout the duration of the contract.
 - (v) Equipment found defective should be replaced immediately with a functional one.

- (b) The contracted security firm shall undertake the following functions and responsibilities:
- 5.6.1 Secure and protect **kasneb** offices, members of staff and visitors from assault, harassment, threat and intimidation within the **kasneb** area of responsibility.
 - 5.6.2 Secure and protect the facilities/properties of **kasneb** from theft, robbery, arson, destruction and damage and other related crimes punishable by law.
 - 5.6.3 Implement and comply with the **kasneb** rules and regulations and other Standard Operating Procedures (SOPs) formulated by **kasneb** relative to the maintenance of security and safety within the **kasneb** office premises.
 - 5.6.4 In case of damage to or loss of **kasneb** properties due to the negligence or due to failure to fulfill its obligations, of the security company or its guards, as determined by the result of a joint formal investigation conducted by the security company and **kasneb**, the contracted security firm is liable to compensate **kasneb** for the cost of losses or damages.
 - 5.6.5 Prepare and submit a daily activity and situation report to cover all activities related to the implementation of security operations for the area of responsibility to include summary of any incidents that transpired during the day.
 - 5.6.6 Conduct regular refresher training and proficiency to enhance skills/ability of the guards and maintain their awareness on the safe and proper handling of security matters. Further, test serviceability/function ability of all security equipments used by security guards.
 - 5.6.7 Prevent any intrusion to **kasneb** premises. Should guards fail to discharge this duty, the service provider shall be required to remove the said guards and replace immediately upon verbal or written notification by **kasneb**. Should the service provider fail to discharge its duty, **kasneb** shall take necessary action taking into account the contract terms with the intention to exit from further obligations with the service provider.

(c) **Staffing capacity**

The contracted security firm must be duly registered and have obtained relevant legal documentation to operate as a Security Company and must have been in continuous business operation as Security Company for the last five (5) years.

In addition to the foregoing, the following shall apply:

- (i) Staff capacity of at least 300 guards widely deployed.
- (ii) Capable of doubling the number of guards in the area of assignment if required.
- (iii) Not blacklisted by any government or private entity.
- (iv) Completed at least three (3) similar contracts for security services during the past 3 years.

5.7 **COMPREHENSIVE SECURITY PLAN**

The comprehensive security plan of the contracted security firm shall be submitted to **kasneb** upon issuance of Notice of Award (NOA) for review. **kasneb** shall send a written notification to the security agency on revisions, if any. Thereafter, the final security plan must be submitted upon issuance of the notice to proceed.

5.8 **INVOLVEMENT OF kasneb MEMBERS OF STAFF**

The contracted security firm will be required to involve **kasneb** members of staff particularly security officers where applicable to ensure quality delivery of service.

5.9 **EXPECTED DELIVERABLES**

The contracted security firm shall:

- (i) Provide and execute guarding services necessary for the work in accordance with private security industry standards, labour laws and any other relevant regulations, including, but not limited to execution of work as per details on scope of works above.
- (ii) Invoice for services rendered at the end of every month for payment.

SECTION VI: SCHEDULE OF REQUIREMENTS

6.1 PERSONNEL REQUIREMENTS

6.1 The personnel requirements will include without limitation the following:

Day shift staff: **Six (6) males and two (2) female**

Night shift staff: **Five (5) male inclusive of a dog handler**

Total number of staff required is **eleven (11)** including officer in charge for both shifts.

6.2 Qualification of security guards

The security provider will ensure the personnel are certified with the basic qualification provided in law (an act governing the organisation and management of Private Security Agencies, Company).

6.3 Service expectations

- (i) Under no circumstances shall a security guard be allowed to render two (2) successive shifts in one day nor shall each guard's schedule of duty overlap with that of another; otherwise, **kasneb** shall have no obligation to pay the Security Company for the unauthorised excess hours.
- (ii) The Security Provider must ensure that all security posts are manned in accordance with the approved schedule and Security Plan.
- (iii) The list of equipment that the Security Provider must provide throughout the duration of the contract has to be enumerated during posting/manning hours and required equipment per area of responsibility. The provision for maintenance of said equipment shall be at the expense of the Security Provider including communication equipment.
- (iv) The Security Provider must ensure that the required equipment is provided and readily available at all times, in good condition and functional throughout the duration of the contract.
- (v) Equipment found defective should be replaced immediately with a functional one.

SECTION VII: STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
2. **Price Schedule Form** - The **Price Schedule Form** must similarly be completed, signed, stamped and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the Tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the Tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the Tenderer at the time of tender preparation. Only the successful Tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Letter of Notification of Award** – The letter shall be written to the successful bidder.
8. **Anti- Corruption Declaration Form** – The form should the duly filled, stamped and submitted.

FORM OF TENDER

Date: ----- 2021
Tender No. KAS/SS/016/2020/2021
Provision of Security Services

To: The Secretary/ Chief Executive Officer
kasneb
P. O. Box 41362-00100
NAIROBI.

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda No. _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services forin conformity with the said tender documents for the sum of shillings.....per year.....or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the services of provision of general insurance services in accordance with the delivery schedule specified in the Schedule of Requirements and details of the services to be sourced and monitored by the medical administrator.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the contract price for the due performance of the contract in the format prescribed by **kasneb**.

We agree to abide by this tender for a period of one hundred and twenty (120) 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the contract by the parties.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2021.

(Signature)

(In the capacity of)

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULES

Schedule 1: Guards

A. Day Shift Guards

Item Description	Day Shift (Quantity)	Monthly rate per guard inclusive of all applicable costs and taxes. (Shs.)	Total Monthly cost inclusive of all applicable costs and taxes. (Shs.)	Total Annual cost inclusive of all applicable costs and taxes. (Shs.)
Day Guards	8			

B. Night Shift Guards

Item Description	Night Shift (Quantity)	Monthly rate per guard inclusive of all applicable costs and taxes. (Shs.)	Total Monthly Cost inclusive of all applicable costs and taxes. (Shs.)	Total Annual Cost inclusive of all applicable costs and taxes. (Shs.)
Night Guards	4			

Schedule 2: Dog + Handler

Item Description	Night Shift (Quantity)	Monthly rate per set (Dog + Handler) inclusive of all applicable costs and taxes. (Shs.)	Total monthly cost inclusive of all applicable costs and taxes. (Shs.)
Dog + Handler	1		

Schedule 3: Lease of Luggage/Personnel/Vehicles Scanning Equipment

Station	Quantity Required	Total monthly rate inclusive of all applicable costs and taxes. (Shs.)
kasneb Office Premises	1	

Schedule 4: Cost of Temporary Security Guarding Services for One Day (12 Hours Shift).

No.	Item Description	Daily rate per guard inclusive of all applicable costs and taxes. (Shs.)
1.	Day Shift Guards	
2.	Night Shift Guards	

Dog + Handler

No.	Item Description	Daily rate per set (Dog + Handler) inclusive of all applicable costs and taxes. (Shs.)
1.	Day Shift	
2.	Night Shift	

Schedule 5: Parcel/Courier Delivery Services (If also provided by the firm)

Rate (Shs.) per Kg Within Nairobi	Rate (Shs.) per Kg Outside Nairobi. (Special/ highly Confidential luggage)	Rate (Shs.) per Kg Outside Kenya. (Special/ highly Confidential luggage)

Name of authorised signatory:

Title:.....

Signature:.....

Date:.....

Telephone contacts:.....

Email Address:.....

Official stamp of the organisation :.....

Please note that:

Prices quoted by the tenderer shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non - responsive and will be rejected unless otherwise agreed by the parties.

Items for which no rate and/or price is entered by the Tenderer will not be paid for by **kasneb** when executed and shall be deemed covered by the other rates and prices

kasneb reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

CONTRACT FORM

THIS AGREEMENT is made the _____ day of _____ 2021 between **kasneb** of P. O. Box 41362-00100 NAIROBI of the one part and _____ (name of Tenderer) of P. O. Box _____ (City and country of Tenderer) hereinafter called "the Tenderer") of the other part;

WHEREAS **kasneb** invited tenders for Provision of _____ and has accepted a tender by the Tenderer for the provision of the services in the sum of: _____

(Sh.) per month as [per the details in the various Price Schedules attached (Contract price in words and figures) (Hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSED 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
- (b) Price Schedules
- (c) Schedule of Requirements
- (d) Details of Security Services Specifications
- (e) The General Conditions of Contract
- (f) The Special Conditions of Contract
- (g) **Kasneb's** Notification of Award

3. In consideration of the payments to be made by **kasneb** to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with **kasneb** to provide Security Services and to remedy defects therein in conformity in all respects with the provisions of the contract

4. **kasneb** hereby covenants to pay the Tenderer in consideration of the provisions of the services 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:

For kasneb

For Tenderer

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

In the presence of:

In the presence of:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

A Tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name-----

(Attach copy of certificate of Incorporation or Registration Certificate)

Location of Business-----Plot No.----- Street/Road-----

Postal Address-----Tel.No----- Email Address -----

Nature of Business-----Current Trade Licence No.----- Expiry date-----

-----PIN No. ----- VAT No.-----

Maximum value of business you can handle at any one time: Sh. -----

Name of your bankers----- Branch-----

Part 2 (a) – Sole Proprietors

Your name in full-----Nationality; (State whether Kenyan or Non Kenyan) -----

Part 2 (b) – Partnership:

Give names of partners as follows:

Name	PIN No.	Nationality	Shares
1.-----	-----	-----	-----
2 -----	-----	-----	-----
3 -----	-----	-----	-----

Part 2 (c) – Registered Company

Private or Public

Give Details of all Directors as follows:

Name	PIN No.	Nationality	Shares
1.-----	-----	-----	-----
2 -----	-----	-----	-----
3 -----	-----	-----	-----
4.-----	-----	-----	-----

Are the Directors of your firm related to any kasneb employees or Board members? State **Yes** or **No**.....

If **Yes** please state the nature of relationship.....

Authorised signatory of the firm

Name:Signed ----- Date -----

TENDER SECURITY FORM

Whereas _____ (name of the Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated _____ for the provision of **know all people** by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called “the Bank”), are bound unto **kasneb** in the sum of _____ for which payment well and truly to be made to the said **kasneb**, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2021.

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 **kasneb** during the period of tender validity fails or refuses to execute the Contract or fails or refuses to furnish the performance security in accordance with the Instructions to Tenderers;

We undertake to pay **kasneb** the above amount upon receipt of its first written demand, without **kasneb** having to substantiate its demand, provided that in its demand **kasneb** 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 tender 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.

(Seal and signature of the bank)

(Amend accordingly if provided by Insurance Company)

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.....
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

LETTER OF NOTIFICATION OF AWARD

The Secretary/Chief Executive Officer
kasneb
P. O. Box 41362-00100
NAIROBI

To: _____

RE: Tender No: _____

Tender Name: _____

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

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

(FULL PARTICULARS)

FOR: SECRETARY/CHIEF EXECUTIVE OFFICER

ANTI-CORRUPTION DECLARATION FORM

Date.....

To:
.....
.....

The tenderer i.e. (name and address)

..... declare the following:

that the firm;

- (a) Has not been debarred from participating in public procurement.
- (b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....
Title	Signature	Date

(To be signed by authorised representative and officially stamped)