



KAIMOSI FRIENDS UNIVERSITY COLLEGE (KAFUCO)
(A Constituent College of Masinde Muliro University of Science and Technology)

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P.O. Box 385-50309

Kaimosi

Kenya

PROVISION OF SECURITY SERVICES

TENDER NO. KAFUCO/SEC/06/2019-2021

CLOSING DATE: 21st May, 2019

TIME: 12:00 NOON

TABLE OF CONTENTS

SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTITUTIONS TO TENDER	19
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION V SCHEDULE OF REQUIREMENTS.....	30
SECTION VI TECHNICAL SPECIFICATIONS.....	31
SECTION VI STANDARD FORMS.....	33

SECTION I - INVITATION TO TENDER

KAIMOSI FRIENDS UNIVERSITY COLLEGE invites sealed tenders from interested eligible bidders for supply and delivery of various goods and provision of services for the period commencing 1st July 2019 to 30th June 2021

S/ NO	TENDER NUMBER	TENDER NAME	BID BOND	RESERVATION	TENDER CLOSING DATE
1	KAFUCO/SEC/06/2019-2021	Provision of security services	2%	Open	TUESDAY 21.05.2019
2	KAFUCO/ADM/05/2019-2021	Provision of insurance services	2%	Open	TUESDAY 21.05.2019
PREQUALIFICATION					
3	KAFUCO/PREQ/IGU/48/2019-2021	Supply and delivery of Agrovet.	N/A	open	TUESDAY 21.05.2019
4	KAFUCO/PREQ/IGU/49/2019-2021	Provision of Veterinary services.	N/A	open	TUESDAY 21.05.2019

Interested and eligible candidates may inspect Tender documents from the University's department of Procurement. Bidders may **download** documents from our website: www.kafuco.ac.ke or PPIP Portal free of charge. Those who choose to have hard copies will pay a non-refundable fee of **Ksh 1,000.00** at the accounts office.

Sealed and duly completed Bids in plain envelopes clearly marked the "**Tender Number/ prequalification No and Description**" without identifying the Tenderer should be addressed to:

**The Principal,
KAIMOSI FRIENDS UNIVERSITY COLLEGE
P.O Box 385-50309
Kaimosi, Kenya**

And be deposited in the Tender Box located at the Administration Block so as to be received on or before **21st May, 2019 12.00 noon**. Tender documents will be opened immediately after closing, in presence of Bidders or their representatives who choose to attend the opening session at the **Governors' Hall**. Any canvassing will lead to automatic disqualification of the bidder.

Women, Youth and Persons with Disability who are duly registered and satisfy all the conditions of the Tender and prequalification documents are encouraged to apply.

SECTION II - INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS	Page
2.1 Eligible Tenderers	6
2.2 Cost of tendering	6
2.3 Contents of tender documents	6
2.4 Clarification of Tender documents	7
2.5 Amendment of tender documents	7
2.6 Language of tenders	8
2.7 Documents comprising the tender	8
2.8 Form of tender	8
2.9 Tender prices	8
2.10 Tender currencies	9
2.11 Tenderers eligibility and qualifications	9
2.12 Tender security	9
2.13 Validity of tenders	10
2.14 Format and signing of tenders	11
2.15 Sealing and marking of tenders	11
2.16 Deadline for submission of tenders	12
2.17 Modification and withdrawal of tenders	12
2.18 Opening of tenders	13
2.19 clarification of tenders	13
2.20 Preliminary Examination	13
2.21 Conversion to other currencies	14
2.22 Evaluation and comparison of tenders	14
2.23 Contacting the procuring entity	15
2.24 Post-qualification	15
2.25 Award criteria	17
2.26 Procuring entities right to vary quantities	17
2.27 Procuring entities right to accept or reject any or all tenders	17
2.28 Notification of award	18
2.29 Signing of Contract	18
2.30 Performance security	19
2.31 Corrupt or fraudulent practices	19

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 procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda Issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements

- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, 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 Procuring entity, 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. Issued by the Public Procurement Oversight Authority in January, 2007

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 Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

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

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity 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 procuring entity.

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 procuring entity 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 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 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:

Note: All the pages of the tender document MUST be numbered

(a) be addressed to

**The Principal,
Kaimosi Friends University College
P.O Box 385 - 50309
Kaimosi**

Bear, tender number and name in the invitation to tender and the words:

"DO NOT OPEN BEFORE (21st May, 2019)

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 Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address Specified under paragraph 2.15.2 no later than **(21st May, 2019)**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked 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, (1200HRS **21st May, 2019**) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request. **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been

Determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring

entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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

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

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

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

2.23. Contacting the procuring entity

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

2.23.2

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

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

2.26 Signing of Contract

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

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

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

Note:

The University may increase or decrease the number of the security at any given time and this shall affect the tender sum on a prorated basis.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

Procuring entity will carry out thorough monthly audits to ascertain if the Tenderer deploys proper vehicles, equipment and guards with requisite training/proper kitting suitable to the procuring entity's needs. The Tenderer who fails to meet the above requirements will have its award cancelled/terminated.

2.28 Corrupt or Fraudulent Practices

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

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

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

SUMMARY OF EVALUATION PROCESS

1. PRELIMINARY EVALUATION UNDER CLAUSE 22

Tenderers must conduct a security risk assessment (Site Visit) of the KAFUCO assignments and attach a report of the assessment on submitting the document.

Preliminary Evaluation Checklist (Mandatory)

Tenderers are advised that at this stage, the tenderers submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

S/ N	Parameters/Requirements	Submitted/not Submitted	Confirmed
1	Two copies of bid document		
2	Tender form duly completed, signed and stamped by the tenderer in the format provided		
3	Copy of current/ valid Business Permit		
4	Copy of Certificate of incorporation/registration under		

	the companies Act.		
5	Copy of current/valid TAX compliance Certificate (PIN, VAT etc.)		
6	Evidence of NSSF remittances for staff between June 2016 And June 2018 issued by NSSF Office		
7	Evidence of NHIF remittances for staff between June 2016 & June 2018 issued by NHIF Office		
8	Submit a copy of valid membership certificate to Security Industry Association(PROSAK, KSIA, PSIA or any other accredited professional security Association, whether local or international.		
9	Be WIBA compliant-provide a copy of valid policy as evidence.		
10	Evidence of compliance to government gazette minimum wage guidelines and all labour requirements e.g. timely payment of basic pay and allowances among others (attach letter from ministry of labour, signed, stamped and approved)		
11	Submit a tender security bid bond of 2% of the tender sum valid for 120 days after the date of tender opening		
12	Must provide valid Communication Authority of Kenya(CAK) Radio And Alarm frequency licenses(payment receipts shall not be allowed)		
13	Risk assessment report (Site Visit Report)		
14	Any other conditions provided in the tender document		

NB: ATTACH DOCUMENTARY EVIDENCE WHERE IT IS ASKED AND CLEARLY LABELED.

KAFUCO reserves the right to confirm the authenticity of all documents submitted by Tenderers.

Any attempt by bidders to misrepresent themselves by submitting documents that are not genuine will amount to disqualification.

Tenders will proceed to technical evaluation stage only if they comply with part 1 above, Preliminary evaluation Under Clause 22

2. TECHNICAL EVALUATION

This shall include the following:

S/NO	ITEM DESCRIPTION	TOTAL (SCORE)	Marks Awarded
1	<p>Company profile (i) Number of years the company has been providing security guarding services.</p> <p>a) Ten (10)years and more.....5 mks b) Between five(4) and ten(9).....3mks c) Between 1 and 3 years2 mks d) Less than one year.....0 mk</p>	5	
2	<p>State with relevant evidence social welfare Programs provided for guards.</p> <p>a) Medical scheme other than NHIF3mks b) Sacco..... 3mks c) Funeral support scheme.....3mks</p>	9	
3	<p>Evidence of ISO or other quality management certification.</p> <p>a) Certified 6 Mks b) In process3 Mks c) None0 Mks</p>	6	
4	<p>Key Personnel competency profiles. Provide valid evidence of availability and relevant qualifications of key personnel(Attach copies of CV”S and certificates):</p> <p>i)Operations Manager-at least a degree and post-graduate training2mks ii) Technical Resource Manager-at least a degree with post - graduate training in electronics, radio communication, alarms installations, cctv operations.....2mks iii) Project manager- Diploma holder with proven experience in security operations from disciplined services or commercial security firms3 mks iv) CCTV controller- certificate in CCTV control/operations.....3</p>	10	
5	<p>State with relevant evidence (payrolls, pay-slips) of allowances paid to guards on monthly basis i.e housing, responsibility, commuting, special duty etc;</p> <p>i) 20 no. personnel and above5mks ii) 19 to 10 no. personnel3mks . iii) 5 to 9 no. personnel.....2 mks iii) Less than five.....0 mk</p>	05	
6	<p>Provide evidence of vetting of your personnel by police:</p> <p>i)20 no. personnel and above.....10mks ii)Between10 and 19 no. personnel6mks iii) Between 1 and 9 no. personnel.....3mk iv) nil0mks</p>	10	
7	<p>Provide evidence of ability to effectively supervise personnel while on duty i.e</p> <p>a) Supervisory Gadgets – (Attach reports generated) Over 3 assignments5 mks 2 to 3 assignments.....3 mks 1 assignment.....1 mks</p>	10	

	<p>Nil assignment..... 0 mks</p> <p>b) Evidence of Training for Supervisors (attach CVs and certificates)</p> <p>i) 6 or more supervisors provided.....3 mks ii) 3 to 5 supervisors provided.....2 mk iii) 2 supervisors.....1 mk vi) Less than 2 supervisors provided.....0 mk</p> <p>c) State with documentary evidence the frequency of checks made by a supervisor at each assignment in a 12 hour shift:</p> <p>2 times and above..... 2mks Less than 2 times.....1mk Nil.....0 mk</p>		
8	<p>Provide evidence of Basic Security Guards training from a recognized training organization; (Attach certificates)</p> <p>i) Above 20 guards10 ii) 10 to 20 guards.....5 iii) 5 to 9 guards2 iv) Below 5 guards.....0</p>	10	
9	<p>General ability and reputation. Indicate the current principal assignments of similar nature and magnitude:</p> <p>i) Over 50 No. personnel working with university10 mks ii) Over 50 No. personnel in other organization.....06mks iii) Less than 50 no. but more than 20 No. personnel in learning institution.....03mks v) Less than 20 No. personnel on any assignment.....01mks</p>	10	
10	<p>Transport Capacity (Attach logbooks in company name)</p> <p>Proof of ownership of:</p> <p>a) Five (5) patrol motor vehicles and more.....5mks b) 3 or 4 patrol vehicles.....3mks c) 1 Or 2 patrol vehicles..... 2mks d) Two (2) motorbikes and more1mk</p>	05	
11	<p>Provide evidence of ownership of patrol dogs that are vaccinated.(Attach current and authentic copies of vaccination certificates indicating addresses of clinics</p> <p>Maximum 5 No. dogs10mks 4 No. dogs8mks 3 No. dogs.....6mks 2 No. dogs.....4mks 1 No. dog.....2mk Nil.....0mk</p>	10	
12	<p>Evidence of Audited financial statements for the last three years with turnover of kshs/yr:</p> <p>10 million and above – 10 Marks 5 Million and above - 5 Marks -Below 5 Million – 3 marks</p>	10	
	TOTALS	100	

Tenders will proceed to Financial Evaluation stage only if they comply with part 2 above (Technical Evaluation).

Firms that Score **70 points** and above during technical evaluation will be visited by the procuring entity for due diligence and confirmation of the information submitted.

Due Diligence

KAFUCO will visit tenderers premises whose tenders have been determined to be substantially responsive and/or their existing assignments. The things to be observed in such visits will include, but not limited to:

- i) Verification of physical premises
- ii) Service equipment e.g. vehicles, alarm equipment, scanners metal detectors
- iii) Dogs/Dog handlers
- iv) Training section
- v) Security guards' kitting
- vi) Pay slips
- vii) Licenses/insurances
- viii) Office equipment
- ix) Control/radio room operations

2. FINANCIAL EVALUATION

The responsive bidders shall be ranked/compared according to their bid amount thus the lowest responsive bid shall be recommended for the award.

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

	Page
3.1 Definitions.....	27
3.2 Application.....	27
3.3 Standards.....	27
3.4 Use of contract documents and information.....	27
3.5 Patent Rights.....	27
3.6 Performance security.....	27
3.7 Inspections and tests.....	28
3.8 Payment.....	29
3.9 Prices.....	29
3.10 Assignment.....	29
3.11 Termination for default.....	29
3.12 Termination for insolvency.....	29
3.13 Termination for convenience.....	30
3.14 Resolution of disputes.....	30
3.15 Governing language.....	30
3.16 Force majeure.....	30
3.17 Applicable law.....	30
3.18 Notices	

SECTION III GENERAL CONDITIONS OF CONTRACT 3.1 Definitions

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

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

3.2 Application

These General Conditions shall apply to the extent that they are not 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

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contractor any part thereof.

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special

Conditions of Contract

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.11 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

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

3.18 Indicate addresses of both parties

Other's as necessary Complete as necessary

SECTION VI - DESCRIPTION OF SERVICES

SPECIFICATIONS FOR REQUIRED SECURITY SERVICES

Interested bidders shall ensure that all University property, staff, students and visitors are safe and secure. This includes property (hired or owned) and persons in KAIMOSI, campuses and centres and any other as may be stated and those on transit. The contract entails provision of the following;

- Trained security personnel on a monthly basis
- Trained guards on Temporary basis
- Trained security dogs and dog handlers on a monthly basis
- Trained security dogs and dog handlers on Temporary basis Alarm back-up services.

METHOD

This service shall be achieved through provision of:

- Effective guarding, patrol and supervision.
- A patrol/ alarm back-up vehicle stationed on campus
- At least 5 no. VHF radio handsets,
- Patrol scan monitor for effective supervision.
- Timely back up and response to incidents
- Constant surveillance/ monitoring and evaluation of guards.
- Excellent kitting standards
- Documentation to ensure accountability
- Timely servicing of equipment

EXPECTATIONS

Alarms Back-up Service

The contracted company will:

- Install, maintain and operate a security alarm back-up system.
- Supply standard acceptable equipment which is compatible with modern Management Information Systems (MIS)
- Be direct and not police diapol or sub-contract
- Meet the professionally approved standards
- Test, commission the equipment and provide certificate as proof.
- Response to alarm shall be within five minutes.
- Carry out monthly servicing of the equipment and provide proof of the same.

Patrol Monitor

The contracted company will install, maintain and operate a patrol monitor with at least 8 (eight) terminal points. The equipment shall;

- Meet the professionally approved standards
- Serviced monthly
- Generate a print-out weekly for filing.

Guarding Services

- At least O Level Education.
- Be vetted before deployment.
- The personnel shall be smartly dressed in uniforms while on duty.
- Disciplined and well drilled.
- There shall be sound supervision and management of guards.
- The security firm shall provide medical cover for its employees
- The firm shall provide transport and communication equipment (at least 4 No radio handsets) to facilitate security operations
- Wages must be paid before the 5th day of the successive month to avoid interruption of security operations.
- Welfare of the personnel and dogs shall be requisite.

Training

- The firm shall provide literate and trained guards capable of using radios and modern equipment.
- The security personnel must have basic training in fire fighting, bomb threat procedures and drills, First-Aid and evacuation skills.
- Security personnel should have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles and fair understanding of criminal procedure code and penal code

SPECIAL WORK INSTRUCTIONS

- The services required are of very high standards and poor performance and substandard service will be grounds for termination of the agreement.
- The contractor shall provide all their guards with notebooks, pens or cards, where the supervisor will sign to certify their physical visits or change of guards in OB and note any incidences during their shift. The occurrence Book shall be the property of KAFUCO and shall be presented to Chief Security Officer by 8.00am of each day.

- All personnel must be fully kitted with the right uniforms and equipped as follows:
 - a) Peak caps/Berets
 - b) Whistles and lanyards
 - c) Torches
 - d) Serviceable military boots
 - e) Raincoats
 - f) Sweaters
 - g) Shirt and Trouser and tie where applicable
 - h) Patrol batons
 - i) Identification badges
 - j) Communication equipment
 - k) Writing notebooks

PRICE SCHEDULE OF SERVICES
PRICE SCHEDULE FOR SECURITY SERVICES

All prices inclusive of VAT and all taxes:

The tender is for 2 years w.e.f 1st July, 2019 to 31st June, 2021.

NO	ITEM DESCRIPTION	QTY	UNIT	MONTHLY SALARY	ADMINISTRATIVE COSTS.	TOTAL MONTHLY COST	TOTAL ANNUAL COST	REMARKS
1	Day Guard	23	Guard per month					
2	Night Guard	24	Guard per month					
3	Day Supervisor	1	Supervisor per month					
4	Night Supervisor	1	Supervisor per month					
5	Alarm Backup	4	Transmitter per month					
6	Dog/Handler	2	Controller per					
7	CCTV Controller	2	month					
8	Project Manager	1	Manager per month					
	TOTAL							

TRANSFER TOTAL TO TENDER FORM

.....

NOTE: INCASE OF DISCREPANCY BETWEEN UNIT PRICE AND TOTAL THE UNIT PRICE SHALL PREVAIL

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos... [Insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. Security Services in conformity with the said tender documents for the sum of

.....

..... [total tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kaimosi Friends University College.

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.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for Provision of Security Services. Viz.....[brief description of materials and spares] and has accepted a tender by

the tenderer for the Provision of Security Services in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, sealed, delivered by _____ the _____ (for the Procuring entity)
Signed, sealed, delivered by _____ the _____ (for the tenderer)
in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 General

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

Part 2 (a) - Sole Proprietor

Your name in full.....Age.....
Nationality.....Country of Origin.....
Citizenship details
.....

Part 2 (b) - Partnership

Given details of partners as follows

Name Nationality Citizenship details Shares

- 1.
- 2.
- 3.
- 4.

Part 2 (c) - Registered Company Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name Nationality Citizenship details Shares

- 1.
- 2.
- 3.
- 4.

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

TENDER SECURITY FORM

Whereas[name of the tenderer]
(hereinafter called "the tenderer")has submitted its tender dated.....[date
of submission of tender] for the provision of
[name and/or description of the services]
(hereinafter called "the Tenderer").....

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

Of.....having registered office at
[name of procuring entity](hereinafter called "the Bank")are bound unto.....
[name of procuring entity](hereinafter called "the procuring entity") in the sum of
..... for which payment well and truly to be made to the said Procuring entity,
theBank 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

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

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish

you with a bank guarantee by a reputable bank for the sum specified therein as security for

compliance with the Tenderer's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the

tenderer, up to a total of

[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)