



PRIVATIZATION COMMISSION

Enhancing Kenya's Productive Capacity

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Extelcoms House,11th Floor Haile Salassie Avenue Nairobi, Kenya

RE- TENDER FOR PROVISION OF SECURITY SERVICES

TENDER NO. PC/005/2020-2021

LAUNCH DATE: 20th OCTOBER 2020

TENDER CLOSING DATE: 3rd NOVEMBER 2020 at 11.00a.m.

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SECTION I - INVITATION TO TENDER

Date: 20th OCTOBER 2020

TENDER NO. PC/005/2020 – 2021 – RE-TENDER FOR PROVISION OF SECURITY SERVICES AT THE PRIVATIZATION COMMISSION OFFICES AS PER THE DETAILS IN THE TENDER DOCUMENT.

The Privatization Commission (PC) invites sealed tenders from interested eligible firms for the above works as detailed in the tender document.

TENDER NAME	TENDER LAUNCH DATE	TENDER CLOSING DATE AND TIME	CATEGORY	REMARKS
Provision of security services	20 th October 2020	03.11.2020 at 11.00a.m.	Open to interested and eligible bidders.	Tenders shall not be opened on the closing date as the documents have to be quarantined for a specific period to be fumigated in efforts to curb the spread of Covid 19. Tenders shall be opened on 10th November 2020 at 11.00 a.m.

Interested applicants can download a copy of the tender documents, free of charge, from the Privatization Commission website www.pc.go.ke or <https://www.tenders.go.ke/website> and they should inform the Commission immediately via email info@pc.go.ke.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days after date of tender opening.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the Privatization Commission's Offices, **11th Floor, Extelcoms House, Haile Selassie Avenue, Nairobi** or be addressed to:

**The Executive Director/CEO
Privatization Commission
P. O. Box 34542-00100
NAIROBI
Email: info@pc.go.ke**

so as to be received on or before **3rd November 2020 at 11.00 A.M.** Full details pertaining the tender can be obtained from the tender documents.

Bidders are advised to take note that the guidelines issued by the Ministry of Health on the measures to stop the spread of COVID 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect to handling of procurement proceedings shall be applied to any tender (including this one) processed by the Commission henceforth until advised otherwise. Bidders are advised that in line with said circular, the tenders submitted shall be quarantined for a prescribed period during which time they will be fumigated and sanitized. Bids shall be opened after the quarantine period is over.

The date of opening of the bids shall be 10th November 2020 at 11.00 a.m.

Tenders will be opened in accordance with the provisions of the above guidelines at the Commission's Main Board Room, 11th floor, Extelcoms House, Haile Selassie Avenue, Nairobi.

IMPORTANT INFORMATION TO THE BIDDERS.

- 1) Bidders are advised to carefully check and abide to the requirements of the tender document;
- 2) The tender validity shall be 120 days from the date of tender opening, that is, from 10th November 2020.
- 3) The validity of the tender security shall be 150 days effective from the date of the tender opening stated above.
- 4) Bidders shall only be allowed to send one representative during the tender opening.

Executive Director/CEO

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all interested and eligible tenderers 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 document.
- 2.1.2. The Privatization Commission's 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 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 Privatization Commission to provide similar services and or prepared 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 Privatization Commission, 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 hard copy of tender document shall be Kshs. 1,000.00. Bidders may also download a copy of the tender documents, free of charge, from the Privatization Commission website www.pc.go.ke or <http://supplier.treasury.go.ke> and they should inform the Commission immediately via email info@pc.go.ke.
- 2.2.3 The Privatization Commission 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 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Description of services to be offered
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Mandatory Confidential Business Questionnaire Form
- x) Performance security 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 document or to submit a tender not substantially responsive to the tender document 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 Privatization Commission in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Privatization Commission 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 Privatization Commission. Written copies of the Procuring entity's 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 Privatization Commission 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 Privatization Commission, 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 document 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 Privatization Commission, 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 Privatization Commission, 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 accordingly. 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;
- b) Tender security furnished in accordance with Clause 2.12
- c) Mandatory Confidential Business Questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 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 Privatization Commission 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 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 Privatization Commission'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 as prescribed in the instructions to tenderers.
- 2.12.3 The tender security is required to protect the Privatization Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture.
- 2.12.4 The tender security shall be denominated in 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 from an insurance company approved by the Authority.
- d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Privatization Commission as non responsive, pursuant to paragraph 2.20.

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

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

2.13.2 In exceptional circumstances, the Privatization Commission 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 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 **Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as 'ORIGINAL TENDER' and 'COPY OF TENDER'. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelope shall:
(a) Be addressed to the Privatization Commission at the address given in the Invitation to Tender.
(b) Bear tender number and name in the invitation to tender and the words, 'DO NOT OPEN BEFORE the date and time of closing indicated in the Appendix of Instructions to Tenderers'.

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 in this tender document no later **the date and time indicated in the Appendix to Instructions to Tenderers.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender document in accordance with clause 2.5, 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, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **the date and time**

indicated in the Appendix to Instructions to Tenderers 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 clause 2.20.1, 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 Privatization Commission 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 Privatization Commission'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 clause 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 Privatization Commission 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 Privatization Commission'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 Privatization Commission may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The Procuring Entity 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 Privatization Commission

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 2.11.2, as well as such other information as the Privatization Commission 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 Privatization Commission 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 2.22, the Privatization Commission 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 Privatization Commission 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 Privatization Commission's action. If the Privatization Commission determines that none of the tenderers is responsive; the Privatization Commission 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 Privatization Commission 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 Privatization Commission pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27.1, the Privatization Commission 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 Privatization Commission notifies the successful tenderer that its tender has been accepted, the Privatization Commission 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 Privatization Commission.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within twenty eight (28) days of the receipt of notification of award from the Privatization Commission, 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 Privatization Commission.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Privatization Commission may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Privatization Commission 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 Privatization Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Open to interested and eligible Security Services Firms
2.1.1	The services are to be provided for an initial 12 months which may be renewed by the client for another 12 months subject to satisfactory performance on the part of the service provider (Performance to be reviewed at the end of the initial period). The contract period is 24 months.
2.2.2	Price to be charged for hard copy tender document is Kshs. 1,000.00 . Applicants are encouraged to download a copy of the tender document from the Privatization Commission website. www.pc.go.ke or http://supplier.treasury.go.ke free of charge and they should inform the Commission immediately via email : info@pc.go.ke
2.4	<p>For any clarification on this tender, please write to:</p> <p style="text-align: center;">The Executive Director/CEO Privatization Commission Extelcoms House, 11th Floor P. O. Box 34542-00100 NAIROBI Email: ed.ceo@pc.go.ke; info@pc.go.ke</p> <p>At least seven (7) days before the tender closing date</p>
2.10	Particulars of other currencies allowed. None
2.11	<p>Particulars of eligibility and qualifications documents of evidence required.</p> <ul style="list-style-type: none"> • Submission of two (2) sealed envelopes (Original & Copy of tender) • Submission of all the documentation and requirements as outlined in the <u>Schedule of Requirements</u> on Section V and as per the submission format prescribed. • Compliance to the evaluation criteria as specified in this document
2.12.2	Tender Security shall be Kshs. 50,000.00 to be submitted in the form specified on clause 2.12.4. The tender security shall remain valid for 150 days from the date of tender opening, any tender security valid for a shorter period than the period specified shall automatically be rejected.
2,14	This is a one (1) envelope tender which implies both the technical requirements and the financial bid are to be submitted in one document but

	must be sealed and marked in accordance with clause 2.15 on Section II - Instructions to tenderers. The financial bid shall be indicated on the Price Schedule of services in the tender document.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Unit and the bidder shall be required to sign the tender submission register.
2.18	The tenders shall be submitted not later than 1 st September 2020 at 11.00a.m. The tenders submitted shall be quarantined for the prescribed period in line with Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect to handling of procurement proceedings during this Covid 19 period during which time they shall be fumigated and sanitized. Bidders shall be notified via e-mail on the date and venue of the tender opening exercise
2.24	Particulars of post – qualification if applicable. The client will conduct the post – qualification exercise of the successful bidder if it deems it necessary.
2.27	Particulars of performance security if applicable. 10% of contract sum

SECTION III - GENERAL CONDITIONS OF CONTRACT

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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 Privatization Commission 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 Privatization Commission under the Contract.
- d) "The Privatization Commission" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

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

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Privatization Commission

the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Privatization Commission 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.

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

3.6 Inspections and Tests

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

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

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Privatization Commission 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 Privatization Commission.

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

3.7 Payment

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

3.8 Prices

3.8.1 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 Privatization Commission's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

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

3.10 Termination for Default

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

3.10.2 In the event the Privatization Commission 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 Privatization Commission for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 Termination for convenience

3.12.1 The Privatization Commission 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 Privatization Commission convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Privatization Commission may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

3.13.1 The Privatization Commission'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.

3.13.2 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 specified in the SCC.

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 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
3.5	Specify performance security if applicable: 10% of Contract Sum
3.7	Specify method Payments. Payments to be made on monthly basis after the services have been rendered and certified by the client representative
3.8	Specify price adjustments allowed. None
3.13	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to the Nairobi Centre for International Arbitration and the arbitration shall be in guided by the provisions of the Nairobi Centre for International Arbitration Act No. 26 of 2013.
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: Privatization Commission 11th Floor, Extelcoms House P. O. Box 34542-00100 Nairobi

SECTION V – SCHEDULE OF REQUIREMENTS

A. CONTRACT DURATION

The entire period for contract shall be 24 months but subject to an annual review on performance. The initial Contract will however run for a preliminary period of one year with effect from the date to be advised to the successful bidder on the contract which may be renewed for an additional period of one year by mutual consent of both parties subject to satisfactory performance.

B. EMPLOYEES TO BE DEPLOYED

The bidder is required to deploy employees who are able to communicate in either English or Kiswahili.

Aged between 18 and 35 years (the youth bracket)

C. VETTING

The successful service provider should have thorough knowledge of employees' background and must provide certificate of good conduct, copies of ID and insurance certificates for its employees before engagement.

The Commission, after scrutinizing the documents and the qualification and competence of the personnel to be deployed, reserves the right to recommend for replacement of the personnel before or during the period of the performance of the contract.

D. ADEQUATE PERSONNEL

The service provider should have adequate reserve employees for replacement in case of unsatisfactory performance, sickness, absence or any other reason.

E. FIRM'S MANDATORY QUALIFICATION REQUIREMENTS

Prospective Bidders must:-

- 1) *Submit a company profile;*
- 2) *Submit an original and copy of each bid;*
- 3) *Have all the pages of the bid serialized {Public Procurement and Asset Disposal Act 2015 Section 74(1)(i)};*

- 4) Provide the Bid/Tender Security of the stated amount under the Appendix to Instructions to Tenderers in the prescribed format which shall be valid for the prescribed period;
- 5) Provide Certificate of Registration/Incorporation;
- 6) Provide a valid Tax Compliance Certificate from KRA;
- 7) Provide evidence of physical address – copies of title deeds, utility bill, lease agreements, rent agreement or any other relevant document;
- 8) Attach current certificate of compliance from NSSF (2019/2020);
- 9) Attach current certificate of compliance from NHIF(2019/2020);
- 10) Provide a certificate of workman's compensation;
- 11) Submit a Certificate of public liability insurance for its employees;
- 12) Submit fully filled attached Mandatory Confidential Business Questionnaire;
- 13) Provide reference letters from at least three (3) organizations preferably public institutions/entities where you have provided security services;
- 14) Provide list of items / equipment to be used by the security guards for the assignment and proof of ownership (the list to include such items as:- Security Guard Clothing, Flashlight, Defense equipment, Two-way radio, Note books & pen, Belt etc). Proof of ownership shall be evidenced by purchase receipts e.t.c);
- 15) Submit at least one (1) CV for the proposed supervisor(s) who should have at least two (2) years of relevant work experience and qualification;
- 16) Provide evidence of compliance with the Government minimum wage rate for the current period (2019 or 2020);
- 17) Submit current certificates of good conduct for at least two (2) proposed personnel;
- 18) Submit the Anti – Corruption Declaration form in the prescribed format.

F. MODE OF SUBMITTING THE ABOVE RESPONSE DOCUMENTS

The following forms are to be filled out as per instructions and be inserted in the order given below:-

1. Company Profile

No.	Company Profile	Details
1	Name of Company/Firm as Registered	
2	Location	
3	Year the company/firm was established	
4	Directorship/partnership/sole proprietorship	
5	Names of the Directors and respective percentage shareholding.	

2. **Statutory and other Documents** (to be inserted in the order given below)

No.	Name of Document	Indicate if included (yes / no)
1	Copy of Certificate of Registration/Incorporation	
2	Copy of Certificate of a valid Tax Compliance	
3	Bid Security	
4	Copy of compliance certificate from NSSF (2019/2020)	
5	Copy of compliance certificate from NHIF (2019/2020)	
6	Copy of workman's compensation certificate	
7	Public Liability Insurance for employees	
8	Dully filled Mandatory confidential business questionnaire	
9	Other documentation <ul style="list-style-type: none"> • Reference Letters from at least five (5) clients where you have provided security services • Operational plan as prescribed • CV of the proposed supervisor • Evidence of payment of approved Government minimum wage to its employees • Certificate of good conduct of at least 2 proposed personnel 	

3. **Client References (Not Mandatory)**

Indicate the details for at least five (5) companies in the private / public sector where you have undertaken/are undertaking services of similar capacity where the contract sum is at least Kshs. 50,000.00 per month.

No.	Contact Information	Details
1	Name of company/Firm	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
	Duration of the Contract	
2	Name of company/Firm	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	

No.	Contact Information	Details
	Contract amount (Kshs./Month)	
	Duration of the Contract	
3	Name of company/Firm	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
	Duration of the Contract	
4	Name of company /Firm	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
	Duration of the Contract	
5	Name of company /Firm	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
	Duration of the Contract	

Please note the following important information:

- Any bid that does not comply with the above requirements will be disqualified from further evaluation.

G. EVALUATION CRITERIA.

The following will be the evaluation criteria:-

STAGE 1: TECHNICAL EVALUATION

- The firm must meet all the mandatory qualification requirements as listed under A and shall be evaluated on '**YES' OR 'NO' BASIS** and any bid that does not meet any of the qualification requirements shall be disqualified.

STAGE 2: RECOMMENDATION FOR AWARD

The technically responsive bidder with the lowest cost bid shall be recommended for award of the contract (lowest evaluated tender).

SECTION VI -DESCRIPTION OF SERVICES TO BE PERFORMED (TORs)

I. Objective:

The required services are the Deployment of Security Guards at Privatization Commission Office Located at 11th Floor of Extelcoms House along Haile Selassie Avenue Nairobi.

II. Period of Services execution: **One year** from contract signature, including the time needed for mobilization of personnel, equipment and other resources. This period is subject to extension upon needs assessment and upon agreement by both parties (the contractor and the service provider).

III. General information.

1. Ensure 24-hour man guarding service at the following Privatization Commission premises at 11th Floor of Extelcom House along Haile Selassie Avenue P.O Box 34542 -00100 Nairobi.
 - Main entrance of the Privatization Commission premises
2. Provide 24-hour QRF (Quick Reaction Force) service to respond to any emergency as required.
3. Ensure that security officials on all sites are always equipped with a baton and torch-light.
4. To comply with Standard Operation Procedures. These procedures will mainly include:
 - a) Site specific instructions for access control to address the movement of personnel, vehicles and equipment entering and leaving the Privatization Commission premises;
 - b) Fire detection;
 - c) Action to be taken when confronting a suspect;
 - d) Emergency procedures and action to be taken upon any emergency;
 - e) On-site re-training monthly;
 - f) Management and supervision;
 - g) Replacement of officials due to any reason, and of absentees;

- h) Monitoring of the two adjacent wings (within the physical limits of the building) for any criminal activity and reacting promptly in support to the affected Commission/staff and their property;
 - i) Check the removal and movement of incoming/outgoing equipment and items. Keep records of items going out of or coming into the Commission Premises, as may be necessary;
 - j) To be in compliance with Access Control Procedures.
5. Monitor access to and movement within the Commission premises, including restricted areas and report on procedures violation;
 6. Verify that all Commission office doors and windows are properly locked and those left open inadvertently are properly locked, and reported thereafter;
 7. To provide third party liability insurance to the value agreed between Commission and company during the contracting period;
 8. Provide trained, equipped and qualified security supervisors, with reasonable knowledge of a national language (English/Swahili);
 9. Adhere to all national and local legislation regarding the legalization of the company, taxes, labour practice and any other regulation relevant to the security industry;
 10. Conduct ad hoc inspections to ensure that all services are guaranteed by the security guards of the company;
 11. Oversight of Commission official and staff vehicles parked in the parking lot basement premises including across the street at railways Parking;
 12. Ensure that vehicles entering the parking space are parked in the appropriate space assigned to the Commission the vehicle belongs to and assisted to that effect by the guards;
 13. Ensure timely payment of salaries of the guards posted at the Commission premise. The Commission reserves the right to impose a penalty to the contractor should the delay in payment of salaries to the guards' result in poor service quality;
 14. Ensure timely delivery of food supplies (food and drinking water), hygiene supplies to the guards posted at the Commission premises;

15. Ensure that the guards posted at the Commission premises are properly dressed in uniforms to portray a good image to visitors;

16. Advise the Commission on possible security measures to improve security service delivery in the Commission premises.

IV. Required Shifts:

1st Shift: 0600Hrs – 1400Hrs local time

Posts 1 st Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Main Entrance	1	1	1	1	1	1	1
Total Guards	1	1	1	1	1	1	1
Total Hours Per Shift	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs
Total Hours Per Week Sun - Mon			56 hrs				

2nd Shift: 1300Hrs – 2100Hrs local time

Posts 2 nd Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Main Entrance	1	1	1	1	1	1	1
Total Guards	1	1	1	1	1	1	1
Total Hours Per Shift	8	8	8	8	8	8	8
Total Hours Per Week Sun - Mon			56 hrs				

The service provider must ensure that they adhere to the labour laws of Kenya & ratified ILO conventions when formulating their shift structure and determining the hours each person is to work per 24-hour period.

V. Required Personnel:

- Two (2) Senior Guards.
- One supervisor

There must be One Senior guard on Duty during each shift from Monday to Sunday.

VI. Statement of Work, requirements for the security services and responsibility of services provider:

1. Requirements

- a. The security company must be fully licensed and have in possession all required legal permits for provision of unarmed security services. Certified copies of these documents will be provided to Commission.
- b. All personnel to be provided by the security company for performance of work under this Statement of Work shall be fully qualified as Security Guards, in accordance with all relevant statues within the Kenya.
- c. The security company shall also be required to provide additional security personnel on an as-and when-required basis, following the receipt of authorized written request from the HR & Administration Manager or his/her designated representative, at the rates set out in the Contract.

2. Responsibilities of the security company

- a. Access Control
 - i. The security company security personnel will be unarmed and tasked to prevent unauthorized personnel or vehicular entry into the Commission controlled areas.
 - ii. The security company will be required to maintain pedestrian and/or vehicular traffic records at selected posts. Any violations are to be immediately reported to the HR & Administration Manager.
 - iii. Personnel movement in areas identified by Commission as "restricted" or "reserved" shall be closely controlled and monitored. The Commission may install Access Card Devices for restricted areas at a later date.
 - iv. Patrol Duties. The security company shall patrol the contracted installations, i.e. provide physical security of the exterior of all premise, monitor car parking and overall protection of Commission Facilities & Equipment. There will also be numerous visitors to various Commission activities, which will necessitate a screening/escorting process.
 - v. Unauthorized Removal of Property. At each point of entry/exit, the company shall prevent the unauthorized removal of Commission properties from the Commission premises. This will entail a visual, non-destructive and non-invasive search of vehicles entering and

exiting the Commission Premises, as well as a search of hand-carried items. Commission Material and Package Passes are to be employed for the carriage of authorised Commission Owned Equipment. A copy of this pass will be collected by the security company's security personnel from the driver/pedestrian at the point of entry and submitted to the Manager HR & Administration along with the Daily Occurrence Book (DOB) for that shift.

b. Fire Inspections

- i. The security company shall train its personnel to identify potentially unsafe conditions, such as fire or explosions and react to their occurrence.
- ii. Upon detection of fire in any Commission installation or vehicle, the security company shall ensure that the compound residents are immediately alerted, the incident reported to the HR & Administration Manager, and immediate action is taken to extinguish the fire.
- iii. The security company shall ensure that all its security personnel are fully trained in the use of "in-house" fire-fighting equipment and are aware of the actions necessary to minimize damage and expedite fire-fighting assistance, as required. The in-house fire-fighting equipment currently consists of ABC fire extinguishers and 52mm fire hydrants with hoses. The HR & Administration Manager or his/her designated representative will notify the security company of all changes in the type of new fire-fighting equipment in writing. The security company shall have 45 days to train its personnel on the use of the new equipment.
- iv. The security company security personnel shall immediately report all unsafe conditions noted on their patrol routes to the HR & Administration Manager. These will be recorded in the Daily Occurrence Book at the end of each shift or be dealt with immediately, if required.

c. Fire Drills

- i. While Commission shall include the security company in fire drills when scheduled, this does not preclude the security company from conducting its own fire drills to maintain the competency of its personnel.
- ii. All the security company's security personnel must have valid fire prevention and fire-fighting training before deployment.

- iii. The security company shall also ensure that all its security personnel deployed to the contracted work sites are familiar with the fire evacuation plan and execution thereof.
- d. First Aid
 - i. All the security company's personnel should hold an internationally recognized first-aid certificate, which includes Cardiopulmonary Resuscitation (CPR).
 - ii. Commission shall provide the First-Aid Kits to all static posts, with the security company responsible for replenishment and maintenance to the standard as issued.
- e. Coverage
 - i. The security company shall ensure that all posts are continuously manned throughout the duration of each shift. Security guards will exercise maximum awareness and be fully alert during their shift.
 - ii. The Commission's premises are located near the Cooperative House which has suffered critical attacks on its personnel and premises over past several years thus it is absolutely critical that security guards are continuously present at their designated posts. Sleeping and/or absence from the post will immediately imply non-payment for the whole eight (8) hours shift.
- f. Crime Scene Protection
 - i. The security company is to immediately report to the Commission HR & Administration Manger any evidence of theft, break-in, fire, vehicle accidents/incidents and any other occurrences affecting Commission personnel and/or property within and including the compound perimeter. The security company shall immediately mark and secure the scene of such occurrences in order to prevent unauthorized access prior to the arrival of the investigating officer.
- g. Motor Vehicles
 - i. The security company shall enforce the policies established by Commission, to promote the safe operation of motor vehicles. These policies are made available in the Commission office, and violations are to be immediately reported to the Manager, HR & Administration. The security company shall be authorized to direct traffic at or in the immediate vicinity of a point of entry, if such a necessity arises.

3. Administrative Planning
 - a. Standard Operating Procedures
 - i. The security company shall be responsible for familiarization and updating with the Commission Standard Operating Procedures (SOP's) for all guard force security functions.
 - b. Emergency Plans
 - i. The security company shall be familiar with the Commission's relevant operational plans to meet emergencies, including, but not necessarily limited to, those caused by weather, earthquakes, riots, felonious intrusions and explosive incidents.
 - ii. The Commission will have such plans made available to the security company upon written request.
 - iii. The security company will ensure that those plans are kept secure and will immediately report to Commission Manager, HR & Administration if their confidentiality was breached.
4. Records and Reports
 - a. A summary of required reports is listed below. The security company may utilize formats or combine reports for efficiency in preparation, insofar as the basic information is provided within the specified timeframe. All administrative files, including details of security personnel on duty at each location at any given time, complaints, incidents, investigations, post and radio logs, shift reports, work schedules, equipment inventories, lost and found property, etc., shall be maintained at the Commission facilities and will be the property of Commission.
 - i. Daily Occurrence Book; ii. Visitors' Log; and iii. Staff Working After Hours Log.
5. Performance Meetings
 - a. Regular performance meeting will be held between the Commission Responsible Officer (RO)- Manager, HR & Administration or his/her assignee and the security company or its senior representative, not less than once per month. Written minutes of the meetings shall be prepared by security company and forwarded to the Commission.
6. The security company Personnel
 - a. Deployment

The security company will ensure that same personal is continuously deployed at the same posts. In cases when designated personal cannot be deployed to its standard deployment post, the security company will consult with the Responsible Officer and Commission about adequate replacement minimum twenty-four (24) hour prior deploying. In cases when new staff has been deployed to the location without prior approval from the RO or Commission, services provided for that particular shift will not be compensated. The security company will on its' own cost provides a file with pictures of all security guards designated to the specific location. This file will be visibly displayed on the main assess point (Commission Entrance).

b. Individual Files

The security company shall maintain personnel files, which include the Police background check on all of its personnel assigned to perform under the contract. These files shall be maintained by the security company and are subject to inspection by the Responsible Officer, or his/her designated representatives at any time.

c. Qualifications

- i. The security company shall ensure that all its personnel employed and assigned to perform under the contract meet or exceed the following minimum criteria.
 1. must be at least 20 years of age;
 2. be physically able to perform all general patrol duties, functions and activities;
 3. be free from all communicable diseases;
 4. be well proportioned, as to height and weight;
 5. be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
 6. have binocular vision correctable to 20/30; and
 7. have adequate colour acuity and be capable of hearing normal conversation at three (3) metres with both ears, without the benefit of a hearing aid.
- ii. The security company shall conduct pre-hire physical examinations at its own cost and expense, to ensure compliance with the above-mentioned requirements. Any request for waivers must be approved in advance by the Responsible Officer (RO) in writing.

- iii. All employees shall be literate in English Language/Swahili to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials. Also, they must be capable of understanding oral English/Swahili and able to communicate in the same languages.
 - iv. The security company will make every effort to ensure that deployed personnel can understand very basic instructions in oral English.
 - v. No employee shall have been terminated from any previous employment other than honorable circumstances will be accepted if deployed.
 - vi. No employee shall have been convicted of a felony or misdemeanor will be deployed.
 - vii. All employees must possess the capacity to acquire a good working knowledge in all aspects of the position requirements of the contracted security force, i.e. post orders.
- d. Personal Appearance
- i. The security company shall provide all uniform apparel and equipment to its personnel. Uniformed personnel are expected to keep a clean, neat appearance and present a professional bearing. On a duty shift, they shall be cleanly shaven and with their uniform items in good order, clean and properly pressed, with black shoes or boots properly polished. Sport or training shoes are not to be worn.
 - ii. The security company shall ensure that its personnel are physically capable of standing watch, patrol i.e. not having consumed alcoholic beverages or other types of intoxicants within the previous twelve (12) hours, and are sufficiently rested for minimum of eight (8) hours before each shift. The security company shall ensure that its personnel does not exceed working shift of eight (8) hours. The security company will make every effort that security guards are replaced on time. The Commission will not be charged for guard services where guard duty exceeds eight (8) hours shift.
 - iii. Smoking while working is not permitted.
 - iv. The security company shall ensure that all its personnel are informed of and understand the guard assignments and special instructions.

- v. Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses may be worn, provided however that eyeglasses that are faddish in style or in color (bright, iridescent or fluorescent orange, yellow, red, etc.) shall not be worn. Mirrored or opaque sunglasses may not be worn. Sunglasses or darkly tinted glasses shall not be worn inside the buildings, unless deemed medically necessary by a licensed physician.
 - vi. No lettering, design or colored undergarment shall be visible through the uniform shirt.
 - vii. No visible body piercing or tattoos are permitted.
- e. Special Requirements – Male Guards
- i. Male guards shall keep their hair clean, neat, and combed at all times. The length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. In no case will the length and/or bulk of the hair interfere with the normal wearing of uniform headgear, neither will it be so long as to cover the top of the ears or collar.
 - ii. Sideburns are permitted, provided that they are neatly trimmed. The base will be a clean-shaven horizontal line. Sideburns will not extend downward below the lowest part of the exterior ear lobe.
 - iii. A moustache, if worn by the security company's personnel, shall be short and neatly trimmed, so as not to appear bushy and may not extend over the upper lip or beyond the corners of the mouth.
 - iv. Beards, if worn, must be neatly trimmed close to the face and, in any case, no longer than 1 cm.
 - v. Male guards shall not wear earrings, nose studs or any other forms of facial piercing.
- f. Special Requirements – Female Guards
- i. Female guards shall keep their hair clean, neat, and styled at all times. Bouffant and modified bush hairstyles are acceptable if they allow proper wearing of a uniform hat.
 - ii. Female guards may wear makeup, provided that it is subdued. Hair ornaments (flowers, combs, etc.) shall not be worn in the hair. Items used to hold the hair in place (bobby pins, hairpins, etc.) shall be

concealed as much as possible, and shall be of a colour that blends with the hair.

iii. Small discrete earrings are permitted.

g. Employee Conduct

The security company shall ensure that its employees maintain satisfactory standards of competency, conduct, appearance and integrity. The security company shall take appropriate actions, as necessary, to ensure compliance with these standards. The CVs of all Supervisors and employee assigned to this contract by the security company shall be made available to the HR & Administration Manager or his/her designated representatives.

h. Staffing Considerations

The security company shall deploy a well-training, organized and properly equipped security force. The security force at each location of the contracted sites shall have a viable communications system, supplied by the security company, which will ensure that individual guards can instantly report suspicious occurrences and/or summon assistance, as required.

7. Uniforms

- a. For the purposes of this Contract, uniform is defined as jacket, trousers/skirt, shirt/blouse, boots/shoes and duty belt, all of which are provided by the security company on a scale of issue that will ensure all uniformed personnel can achieve and maintain the appearance standards set by the Commission.
- b. Complete uniforms shall be worn by all uniformed members of the security company security force at all times while engaged in the performance of duties. Such uniforms and the wearing of the same shall in general conform to acceptable standards and usage. The security company's security personnel shall wear the same color and style of uniform.
- c. The security company's female personnel may wear knee length skirts of the same material and color as the trousers of male personnel, if such clothing does not substantially interfere with their performance of duties.
- d. No decorations, awards or other ornaments that are not specified in the Contract or approved by Commission shall be worn or displayed on the uniform.
- e. All the security company's uniformed security personnel shall wear a name/rank plate on the outermost garment. The nameplate shall be

centered along the top right pocket seam of the shirt/blouse or jacket. Nameplates shall be uniform in size, material, size of letters and color. No Commission reference shall be included on the nameplates or the uniforms supplied by the security company.

a. Uniforms and equipment shall consist of the following items. Minor variations may be approved by the Commission, insofar as the intent of each item is met:

- i. Shirt, or blouse for female, long and short sleeves;
- ii. Trousers, and/or skirts for female;
- iii. Jacket, "Bomber" style;
- iv. Shoulder patches;
- v. Name/rank plate;
- vi. Insignia or rank, as appropriate;
- vii. Shoes/boots;
- viii. Duty belt;

8. Equipment

The security company shall provide all equipment and/or supplies necessary to meet the requirements of this Contract, including communications equipment to its staff.

9. Disclosure of Information

Neither the security company nor any of its personnel is allowed to disclose or cause the dissemination of any information concerning the operations, staff or assets of the Commission.

All inquiries, comments, or complaints, arising from any matter observed, experienced, or learned of as a result of, or in connection with, the performance of this Contract and the resolution of which may require dissemination of official information, will be directed to the HR & Administration Manager or his/her assignees. Deviations from or violations of any of these provisions may, in addition to all other criminal and civil remedies provided by law in Kenya, subject to the security company to immediate termination for cause, and/or the individuals involved to a withdrawal of the Commission acceptance and approval of their employment.

10. Removal from duty - The Manager, HR & Administration or his/her assignees has the authority to direct the security company for immediate removal of any employee from the work site should it be determined that an individual is not suitable to perform the guard duties.

VII. Required Qualifications:

The service provider shall provide proofs of all below required qualifications.

Guard(s):

- Minimum of a secondary school qualification.
- Must be able to speak, read & write English and Swahili.
- Must be vetted by the Kenya Police and issued with a police clearance.
- Must not have a criminal record/background.
- Having a military, a police or security background with a clear discharge is preferred.
- Should preferably have experience in supervising guards in a similar environment.

VIII. Drug dependency and medication

Must not be dependent on alcohol or other drugs; if using prescribed medication, such medications must not hinder the performance of assigned guard duties.

All personal assigned must undergo annual physical examination by a licensed physician to ascertain their health completion and ability to fulfil their expected functions.

XI. The Company:

- Must have an official license for security personnel to carry radios issued by the Kenyan authorities.
- Must have experience in the security industry and provide at least 3 (three) references of past and current contracts of nature similar to the services required in this project.
- Must provide a communication plan to ensure successful management of the contract.
- Must demonstrate a capability to manage their personnel on the ground at all times.
- Must demonstrate that they have an acceptable security training program and that the personnel offered will receive proper security training.
- Must be able to provide replacement guards on a short notice.

- Must be properly registered in accordance with Labour laws and legislation.
- Must ensure that security personnel are given sufficient rest-days in accordance with the labor laws.
- Must submit proof that their security personnel have proper knowledge in the: Use and care of: fire extinguishers
 - Role and function of security personnel and Patrolling procedures
 - Access control procedures, Radio and Telephone procedures
 - Emergency procedures (bomb threats, evacuation, fire, medical, demonstrations, unruly behavior, etc).
 - Basic First Aid Incident reporting procedures and Taking part in controlled incidents
 - Focal Point, Keeping proper security occurrence and incident log, Uniform care, presentation and Personal hygiene

SECTION VII - STANDARD FORMS

Notes on the Standard Forms

1. **Tender Form** - 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 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** – The tenderer shall provide the tender security in favor of the Privatization Commission and in the prescribed format.
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 Privatization Commission.
7. **Litigation History Form** – This form must be completed by all participating bidders at the time of preparation of the bid.
8. **Anti-Corruption Declaration Form** - This form must be completed by all participating bidders at the time of preparation of the bid.
9. **Attachments**
 - Appendix A: Sample letter of offer

1. FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of Privatization Commission]

Gentlemen and/or Ladies:

1. Having examined the tender document including Addenda Nos.. *[insert numbers, the of which is hereby duly acknowledged, we the undersigned, offer to provide [description of services] in conformity with the said tender documents for the sum of Kshs.....*
*[total tender amount in words and figures on **annual basis**]* 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 and details of service.
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 (Privatization Commission).
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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20.....

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE OF SERVICES

Please fill in the charges taking into account the scope of works in Section VI
(Description of Services)

ITEM NO.	DESCRIPTION OF SERVICE	MONTHLY CHARGES (KSHS.)	TOTALS FOR 12 MONTHS (KSHS.)
1.			
	SUB- TOTALS		
	16% VAT		
	TOTAL CONSOLIDATED COSTS (KSHS.)		

Signature and Stamp of tenderer _____

Please Note:-

- In case of discrepancy between unit price and total, the unit price shall prevail.
- This form should be submitted together with the Form of Tender.
- Payment shall be on monthly basis after the services have been satisfactorily offered and on submission of certified invoices.

3.0 TENDER SECURITY FORM

Whereas (name of bidder) hereinafter called <the tenderer> has submitted its bid dated (date of submission of bid) for the provision of security services (hereinafter called <the tender>.

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (Name of Commission) (hereinafter called <the procuring entity> in the sum of (state the amount) for which payment will and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the Form: or
2. The tender, having been notified of the acceptance of its tender by the Privatization Commission 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 tenders.

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

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 stated date.

(Authorized Signatories and official stamp of the Bank)

4.0 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender and enclosed in the technical bid submission envelope)

Name of Applicant (S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business bid at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.Location of business premises:

CountryPhysical address

TownBuilding.....

Floor.....Plot No.

Street / RoadPostal Address

Postal / Country Code.....Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (Full Names)Direct / Mobile No's.....

Title Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....

(Applicable to Local suppliers only) Local Authority Trading License No. Expiry Date
Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/Kshs.**)

.....

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker s).....

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

.....
Nationality..... Country of Origin.....
Company Profile

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
1.....
2.....
3.....
4.....

Company Profile(.....)

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names

Signature.....

Dated thisday of20.....

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)
- c)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of.....

In the capacity of

Dated thisday of 20....

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of20....

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Privatization Commission or any other public institution who has interest in the Firm? Yes/No (Delete as necessary) Institution

.....
(Title)

.....
(Signature)

.....
(Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
2.....
3.....
4.....
5.....
Contact person (Full Names).....			
E-mail address.....			
Cellphone no			

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the Privatization Commission authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of20.....

Suppliers' / Company's Official Rubber Stamp

.....

5. CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Privatization Commission") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements;
- (c) Description of the services to be performed
- (d) the Technical Specifications;
- (e) the General Conditions of Contract;
- (f) the Special Conditions of Contract; and
- (g) The Privatization Commission's Notification of award.
- (h) Tenderer's acceptance letter

3. In consideration of the payments to be made by the Privatization Commission to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Privatization Commission to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Privatization Commission 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 Privatization Commission)

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

in the presence of _____.

6.0 PERFORMANCE SECURITY FORM

To:

[name of the Privatization Commission]

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)

7. LITIGATION HISTORY.**Name of Contract/Supplier.....**

Contractors/Suppliers should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT CURRENT VALUE, KSH EQUIVALENT

Name.....Signature.....Date

Company Seal / Business Stamp

8. SELF-DECLARATION FORM / ANTI-CORRUPTION DECLARATION

We **(insert the name of the company / supplier)**-----
declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

Name.....Signature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We **(insert the name of the company / supplier)** -----
declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We **(insert the name of the company / supplier)** -----
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

APPENDIX A: SAMPLE LETTER OF NOTIFICATION OF AWARD



M/S
P. O. Box
Nairobi

Dear Sir/Madam,

RE: PROVISION OF SECURITY SERVICES AS SPECIFIED

Your Bid dated amounting to Kenya Shillings only for provision of security services as per the schedule of requirements is hereby accepted.

The Contract Documents are in the course of preparation and you will be called to sign them after (14No.) days have elapsed from the date of this letter and upon submission of an acceptable performance security of 5% of the contract sum.

The duration of this contract will be for an initial twelve (12) months from the date of commencement renewable for another year subject to performance and the payment will be as per the Contract.

The Human Resource and Administration Manager is hereby appointed Contract Manager in connection with your contract for the provision of the above services.

Please acknowledge your acceptance of the offer within seven (7) days from the date of this letter and communicate with the Contract Manager immediately and thereafter on all matters relating to the contract.

Yours faithfully,

EXECUTIVE DIRECTOR/CEO

.....End