



REQUEST FOR PROPOSAL

FOR THE PROVISION OF SECURITY GUARDING SERVICES AT THE KONZA TECHNOPSIS.



Tender No.

KoTDA/RFP/058/2020-2021

MARCH 2021

Closing date:

14th April 2021 at 1400Hrs, 7th Floor Konza Complex in Konza Technopolis.

SECTION I – INVITATION TO TENDER

Konza Technopolis Development Authority (KoTDA), the implementing agency under the Ministry of ICT, Innovation and Youth Affairs hereby invites tenders from interested bidders for the following tender: -

No.	Reference	Description	Tender Security Kes	Category	Closing Date
1.	KoTDA/RFP/058/2020-2021	Provision of Security Guarding Services at Konza Technopolis	150,000	Open	Wednesday 14 th April 2021 at 2:00pm

Tender document with detailed information may be viewed and downloaded from www.konza.go.ke website free of charge from **Tuesday 30th March 2021** to **Wednesday 14th April 2021**. Bidders who download the tender document from the website will be required to email their detailed contact information to procurement@konza.go.ke for recording, further clarifications, addenda and security clearance to facilitate site access. Due to COVID 19 pandemic, bidders who may wish to conduct site survey/visit are required to submit in advance the name, ID number, intended day of site visit and contact of the person(s) nominated for security clearance by the relevant security administration. In addition, all addenda will also be posted on the website as they become available.

All questions/clarifications regarding the project or offer of submission including requests for site visit, should be sent by email to procurement@konza.go.ke and copied to ceo@konza.go.ke by **Wednesday 7th April 2021** at 1700hrs Kenya time. No other email addresses shall be used and KoTDA shall not be liable if bidders choose to send their information and/or enquiries to other email addresses.

Tenderers shall submit **One Original, one hard copy** and **One Soft Copy** in a Flash disk or CD of all tender documents in plain sealed envelopes, with the Tender Number Clearly marked on the right-hand side corner and bearing no indication of the tenderer's name and addressed to:

The Chief Executive Officer
Konza Technopolis Development Authority
P.O. Box 1 - 90150,
KONZA TECHNOPOLIS, KENYA.
E-Mail; procurement@konza.go.ke and ceo@konza.go.ke
Tel; +254-20-4343013/4

and placed in the KoTDA Tender Box on the **7th Floor** of **Konza Complex in Konza Technopolis, located along Nairobi - Mombasa road near Malili Township** to reach the above address not later than 14th April 2021 at **1400hrs** local time.

Submitted bids will be opened publicly at the same venue shortly thereafter in the presence of the tenderers or their representatives who choose to attend.

Any form of canvassing will lead to automatic disqualification.

TABLE OF CONTENT

INVITATION TO TENDER.....	2
INSTRUCTIONS TO TENDERERS.....	4
APPENDIX TO INSTRUCTION TO BIDDERS.....	18
GENERAL CONDITIONS OF CONTRACT.....	22
SPECIAL CONDITIONS OF CONTRACT.....	27
SCHEDULE OF REQUIREMENTS.....	31
DESCRIPTION OF SERVICES.....	36
STANDARD FORMS.....	42
PRICE SCHEDULE FORM.....	45

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. 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 Konza Technopolis Development Authority 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.
- 2.1.3. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.4. Konza Technopolis Development Authority invites eligible tenderers to bid for the tender, staff, board members/Directors are not eligible to bid.

2.2. Cost of Tendering

- 2.2.1. The tenderer shall bear all costs associated with the preparation and submission of its tender, and KOTDA, shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the disposal process.
- 2.2.2. The tender document shall be downloaded from the KoTDA website www.konza.go.ke or from the PPIP website www.tenders.go.ke **FREE OF CHARGE**
- 2.2.3. KOTDA allows the tender document to be viewed free of charge from the above indicated websites before submission.

2.3. Contents of Tender Documents

- 2.3.1. The tender document comprises of the documents listed below and any 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). Declaration forms

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 the 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. KoTDA 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, KoTDA, 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 Documents

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 Konza Technopolis Development Authority, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

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

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

2.9.6. Price variation requests shall be processed by Konza Technopolis Development Authority 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 KoTDA'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 of **Kshs 150,000.00**

2.12.2. The tender security shall be in the form of a Guarantee issued by a reputable Bank or Insurance Company accepted by KOTDA.

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

2.12.4. 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

2.12.5. 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 guarantees.
- b) Cash.-N/A
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit-N/A

2.12.6. 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

2.12.7. 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.

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

2.12.9. 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 150 days or as specified in the invitation to tender after date of tender opening prescribed by Konza Technopolis Development Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Konza Technopolis Development Authority as non-responsive.

2.13.2. In exceptional circumstances, Konza Technopolis Development Authority 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 for both Financial and technical proposal. 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 unamended printed literature, shall be initialled 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 initialled 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 (Financial proposal and Technical Proposal) in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and, **“COPY”**. All the two envelopes shall then be sealed in an outer envelope. The bidder shall;

- a. The Inner and outer envelopes shall be addressed to KoTDA at the address given in the invitation to tender which is;
**The Chief Executive Officer
Konza Technopolis Development Authority
P.O. Box 1 - 90150,
KONZA TECHNOLIS, KENYA**
- b. The inner envelopes shall be labelled as FINANCIAL PROPOSAL and TECHNICAL PROPOSAL respectively, the tender shall be in TWO separate envelopes marked as ORIGINAL and COPY for both Financial and Technical Bids. The financial proposal envelope shall also bear the instruction **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**
- c. The outer envelope shall bear, tender No. **KoTDA/RFP/058/2020-2021** and Tender Name; **REQUEST FOR PROPOSAL FOR THE PROVISION OF SECURITY GUARDING SERVICES AT THE KONZA TECHNOLIS** and the words: **“DO NOT OPEN BEFORE Wednesday 14th April 2021 at 1400Hrs.**

2.15.2. The 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”.

2.15.3. If the envelope is not sealed and marked as required by paragraph 2.15.1, 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 2.15.1 no later than **Wednesday 14th April, 2021 at 1400Hrs.** Local time.

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 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 is received by the Konza Technopolis Development Authority 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. Konza Technopolis Development Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6. Konza Technopolis Development Authority 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. Konza Technopolis Development Authority will open all tenders in the presence of tenderers 'representatives who choose to attend on **Wednesday 14th April, 2021 at 1400Hrs** and in the location specified in the invitation to tender. The tenderers 'representatives who are present shall sign a register evidencing their attendance.
- 2.18.2. The tenderers 'names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Konza Technopolis Development Authority, at its discretion, may consider appropriate, will be announced at the opening.
N/B; Tender bid prices will not be read during tender opening.
- 2.18.3. Konza Technopolis Development Authority 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, Konza Technopolis Development Authority 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 Konza Technopolis Development Authority in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer/s tender.

2.20. Preliminary Examination and Responsiveness

2.20.1. KoTDA 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 22, 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 Konza Technopolis Development Authority 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. Konza Technopolis Development Authority 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. Konza Technopolis Development Authority'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.***

Konza Technopolis Development Authority 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 Konza Technopolis Development Authority'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. Konza Technopolis Development Authority 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 Konza Technopolis Development Authority

2.23.1. Subject to paragraph 2.19, no tenderer shall contact the Konza Technopolis Development Authority 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 Konza Technopolis Development Authority in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer 's tender.

2.23.3 Evaluation

The bids shall be subjected to Three stage evaluation process, the as shown below:-

- i. Mandatory Evaluation Stage- Pass/ Fail Basis
- ii. Technical Capacity Evaluation - 70% Pass Mark
- iii. Financial Evaluation- The financial evaluation will be as per the ITB

2.24 Public opening and evaluation of financial proposal

2.24.1. After Technical Proposal evaluation, the Client may notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than two (2) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.24.2. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.24.3. The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.24.4. While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

- 2.24.5. The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:- $Sf = 100 \times FM/F$ where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.24.6. Financial Evaluation shall account for a total of 20% while the Technical Evaluation shall account for 80% of the total evaluation score, the total score being 100%.

2.25. Award of Contract

2.25.1. Post qualification

- a) In the absence of pre-qualification, Konza Technopolis Development Authority will determine to its satisfaction whether the tenderer that is selected as having submitted the best evaluated responsive tender is qualified to perform the contract satisfactorily.
- b) 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 Konza Technopolis Development Authority deems necessary and appropriate.
- c) 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 Konza Technopolis Development Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer 's capabilities to perform satisfactorily.

2.25.2. Award Criteria

- a) Subject to paragraph 2.22 KoTDA 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.
- b) KoTDA 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.

- c) 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.

2.26. Notification of Award

- 2.26.1 Prior to the expiration of the tender validity, KoTDA will notify the successful tenderer in writing its tender has been accepted.
- 2.26.2. The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Konza Technopolis Development Authority pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.26.3. Upon the successful Tenderer 's furnishing of the performance security pursuant to paragraph 31, Konza Technopolis Development Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.27 . Negotiations

- 2.27.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.27.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.27.3 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

The Evaluation team will negotiate the contract.

2.28. Signing of Contract

- 2.28.1. At the same time as KoTDA notifies the successful tenderer that its tender has been accepted, the KoTDA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2. Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KoTDA.
- 2.28.3. The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29. Performance Security

- 2.29.1. Within thirty (30) days of the receipt of notification of award from the Konza Technopolis Development Authority , 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 Konza Technopolis Development Authority.
- 2.29.2. 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 Konza Technopolis Development Authority may make the award to the next lowest evaluated or call for new tenders.

2.30. Corrupt or Fraudulent Practices

- 2.30.1. The Konza Technopolis Development Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2. The Konza Technopolis Development Authority 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;
- 2.30.3. 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 BIDDERS/TENDERERS

The following information for procurement of security guarding 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.

Reference	Appendix Information
2.1	The name of the Client is: Konza Technopolis Development Authority (KoTDA)
	The method of selection is Quality and Cost Based Selection (QCBS)
	Technical and Financial Proposals are requested: Yes This tender is based on a two-envelope bid system. The bidder must submit a bid with separate technical proposal and a financial proposal in separate sealed and marked envelopes. The name, objectives and description of the assignment are given in the Terms of Reference
	The name(s), address(es) and telephone numbers of the Client's official(s) are: The Chief Executive Officer Konza Technopolis Development Authority P.O. Box 1 - 90150, KONZA TECHNOPOLIS, KENYA. E-Mail; procurement@konza.go.ke and copy ceo@konza.go.ke Tel; +254-20-4343013/4
2.9	Taxes: Bidders must quote inclusive of all applicable taxes
2.14.1/2.15.1	Consultants must submit Serialized original, one additional copy and a soft copy of each proposal.
2.16.1	The Proposal submission address is: The Chief Executive Officer Konza Technopolis Development Authority P.O. Box 1 - 90150, KONZA TECHNOPOLIS, KENYA. E-Mail; procurement@konza.go.ke and ceo@konza.go.ke Tel; +254-20-4343013/4 Information on the outer envelope should also include: “REQUEST FOR PROPOSALS FOR PROVISION OF SECURITY GUARDING SERVICES”
2.18	Proposals must be submitted no later than the following date and time 14th April 2021 at 1400 Hrs
2.23.3	The minimum technical score required to pass is 70 marks
2.23.3	The formulae for determining the financial scores is the following $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows: - $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

weights given to the Technical and Financial Proposals are:

T: 80

P: 20

PRELIMINARY/MANDATORY REQUIREMENTS

Bidding Firms Profile

Requirement	Evaluation Criteria (Y/N)
Serialized/Paginated Tender Documents	Responsive/Non-Responsive
Written commitment that, if your tender is successful, then you will involve the disadvantaged group (Youth, Women & PWDs) in your operations, (work and sub contracts) to achieve the preference and reservation scheme as provided for by the law.	Responsive/Non-Responsive
Copy of valid Tax Compliance Certificate	Responsive/Non-Responsive
Membership Certificate of Kenya Security Industry Association (KSIA) or any international Association or Protective Security Industry Association (PSIA) membership.	Responsive/Non-Responsive
Must provide evidence of ownership of alarm back up system. (Provide valid license from CA).	Responsive/Non-Responsive
Signed and Stamped Statement of verification that the Firm/Consultant has not been debarred from matters Public Procurement and Disposal Act 2015.	Responsive/Non-Responsive
Evidence of registration with NSSF/NHIF for your guards and monthly remittance.	Responsive/ Non-Responsive
The tender validity is 150 days from the date of submission of the tenders	Responsive/ Non-Responsive
Signed and Stamped CR12 Certificate.	Responsive/ Non-Responsive
Duly Stamped, completed business questionnaire	Responsive/ Non-Responsive
Professional Indemnity cover for minimum Ksh. 50,000,000.	Responsive/ Non-Responsive
Submission of 1 original, 1 copy and a soft copy of the tender document in CD or flash drives of tender document	Responsive/ Non-Responsive
Evidence of Public Liability Insurance for employees and any other insurance covers.	Responsive/ Non-Responsive
Submission of bid bond of Kshs 150,000 from a reputable bank or insurance company valid for 150 Days	Responsive/ Non-Responsive

NB: Bidders who will not meet the above requirements will be declared **non-responsive** and their bids will not be evaluated further.

TECHNICAL EVALUATION REQUIREMENTS

Only bidders who have been found responsive at the **preliminary stage** will be evaluated on the following parameters:

Technical evaluation (based on scoring on the table below)

No.	Item Description	Marks
1.	RELEVANT EXPERIENCE OF THE CONSULTANCY AND TECHNICAL CAPABILITIES TO CARRY OUT THE ASSIGNMENT	[35]
(a)	Brief description of the following: -Description of Company/Organization profile indicating suitability to carry out the specific assignment including the use and application of innovative technologies– 5 marks -Description of technical competency and resources e.g. Guards to carry out this specific assignment – 5 marks -Key Experience in carrying out Security Guarding services– 5 mark	10
(b)	Number of actual guarding services undertaken in the last five years. List the names of the organizations where the relevant assignments were carried out and provide the contact persons. (2 marks for each up to a maximum of 5) <i>Evidence of actual work carried out is required (attach LPO/Contract)</i>	10
(c)	Provide recommendation letters from 5 reputable institutions/ clients in the clients letterhead (3 marks each)	15
2.	APPROACH AND METHODOLOGY	[30]
(a)	Methodology for execution of TORs – 4 marks Also include the intervals and how you will undertake security risk assessments (this will be compiled to a quarterly security risk assessment report at the end of each quarter and submitted to KoTDA)	5
(b)	Bidder to demonstrate and provide evidence of use of technology and innovation in security management. (Bidder to provide evidence/proof of use of technology, applications, software the firm has used or is currently using in security management, and/or innovative technologies in security guarding, surveillance, and intelligence, among others. e.g., Use of Applications like SOJA (Visitor Management Systems), software's, drones, cameras, check in-check out systems for guards and any other relevant technology among others.) (3 Marks for each tech-based application and softwares). NB: The successful bidder will be required and expected to deploy use of technology and innovative solutions in security management of the Technopolis as a package (at no additional costs from the quoted price. In case of additional costs, bidders should declare this separately).	10
(c)	Comments on the ToRs or Consultants additional suggestions and proposals on the TORs. 3 Marks.	5

	(d)	Proposed work plan and schedule for execution of the ToRs 3 marks	5
	(e)	Provides a sequence of activities that will be employed to achieve the expected outcomes of the assignment and a detailed implementation chart (Use of technology-based solutions to achieve the expected outcome of the assignment is highly recommended). Also provide the proposed technique on how to detect insecurity or how to ensure compliance of security measures within the Technopolis – 5marks	5
	3.	Competence and capacity of the key personnel or staff for the Assignment with evidence provided.	{10}
	(a)	Supervisor (Day and Night) i). Minimum ‘O’ level qualification (attach copies of academic certificates) - (2 Mark) ii). Risen to the rank of Inspector of Police and above or equivalent position / rank in the armed forces or Have at least 5 years’ experience as a Supervisor in private guarding services (attach evidence) - (2 Mark) iii). Have Certificate of good conduct (attach a copy) -(2 Mark) iv). Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers. Any of them. (attach evidence) - (2 Mark) v). Attach his or her signed CVs. – 2 (Mark)	10
	4	Machinery, Tools, Technology & Softwares, Equipment & Dress/ Logistics	20
	a)	An operational VHF/Radio or Mobile / Static Phone Communication equipment’s (attach proof of frequency allocation / Dedicated Phone Number)	3
	b)	Technological tools, Softwares, Applications (Apps) Access Control tools, Visitor Management tools, surveillance, Intelligence tools among others	10
	c)	Technological Equipment- Such as use of drones, app, live auto reporting on location of guards, mobile CCTV and any other relevant tools	5
	d)	At least two (2) operational Motor vehicles and Motorcycle (attach proof of Ownership or Copy of Lease Agreement) (3 Marks)	2
	5	Business Support	5
	a)	Financial Strength; Submit Audited Accounts for the last two year - (3 Marks) 2020/2019, 2018.	2
	b)	Proof of compliance with prevailing Labour laws including the increment on the Minimum Wage (Attach at least 10 Security Guards payment schedules for the last 3 months or Pay slips.) Proof of ability to pay salaries in advance without depending on Fund payment - (3 Marks)	3
		Total Score	100

2.26	<p>Negotiations</p> <p>a) Competitive negotiation</p> <p>Konza Technopolis Development Authority shall conduct competitive negotiations where the evaluated price is in excess of available budget.</p>
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SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) The “**contract**” means the agreement entered into between KoTDA 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 Konza Technopolis Development Authority under the Contract.
- d) “**Konza Technopolis Development Authority (KoTDA)**” 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) “**Days**” are calendar days
- i) “**Months**” are calendar months.
- j) “**Equipment**” is the Contractor ‘s machinery and vehicles brought temporarily to the Site for the execution of the Services.
- k) “**Site**” means the place or places where the Services are to be carried out.
- l) “**KoTDA’s Representative**” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.
- m) “**Specification**” means the Specification of the Services included in the Contract.
- n) “**Agreement**” means this Agreement made between Konza Technopolis Development Authority and the Contractor including the First and Second schedules and to another document forming the Agreement.

- o) **“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.
- p) **“Party”** means either KOTDA or the Contractor.
- q) **“Both Parties”** means Konza Technopolis Development Authority and the Contractor.
- r) **“Rates”** means the costs and charges of the services the Contractor shall provide to KOTDA; as provided for in the Second Schedule of this Agreement;
- s) **“Guarding Services”** means the security guarding services, that will be provided to KOTDA by the security guarding Company pursuant to this Agreement and includes any additional or incidental services that may be requested by KOTDA from time to time.
- t) **“Duties”** means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Contractor to KOTDA as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order.

3.2 Application

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

3.3 Standards

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

3.4 Patents Rights

The tenderer shall indemnify the Procurement Regulatory Authority 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 Konza Technopolis Development Authority with 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 Konza Technopolis Development Authority 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 Konza Technopolis Development Authority and shall be in the form of:
 - a) Cash.
 - b) A bank guarantees.
 - c) Such insurance guarantee approved by the Authority.

d) Letter of credit

3.5.4. The performance security will be discharged by KoTDA 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, including any warranty obligations under the contract.

3.6. Inspections and Tests

3.6.1. Konza Technopolis Development Authority or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. 3.6.2. Konza Technopolis Development Authority shall notify the tenderer in writing, in a timely manner, of the identity of any representative's 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 Konza Technopolis Development Authority.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Konza Technopolis Development Authority 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 Konza Technopolis Development Authority.

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 Payment will be on a monthly basis on submission of an invoice after certification by an authorized officer of the Authority that services have been offered.

3.8 Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not vary from the prices by the tenderer in its tender or in the Authority '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 Authority 's prior written consent.

3.10 Termination for Default

3.10.1 KoTDA 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 Public Procurement Regulatory Airports Authority.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of Konza Technopolis Development Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. In the event Konza Technopolis Development Authority 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 Konza Technopolis Development Authority for any excess costs for such similar services.

3.11 Termination of Insolvency

3.11.1 KoTDA 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.

3.12 Termination for Inconvenience

3.12.1 KoTDA 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.

3.12.2 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.

3.13 Resolution of Disputes

3.13.1 KoTDA 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.

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

3.17 Notices

3.17.1 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 as may be specified by both parties.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 These Special Conditions of contract shall apply in regard to this contract. Whenever there is a conflict between the General Conditions of Contract (GCC) and the Special Condition of Contract (SCC), the provision herein shall prevail and supersede over those in the General Conditions of Contract.

4.2 Contract Documents

The following documents shall constitute the Contract documents

- a) Agreement,
- b) General Conditions of Contract and Special Conditions of contract
- c) Technical Specifications,
- d) Price Schedule
- e) Letter of Award and Acceptance,
- f) Contractors Tender Document

4.3 Employer's Representative's Decisions

4.3.1 Except where otherwise specifically stated, the Employer 's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4.4 Instructions

4.4.1 The Contractor shall carry out all instructions of the Konza Technopolis Development Authority's Representative which are in accordance with the Contract.

4.4.2 All verbal instructions to the Contractor shall as soon as possible after such instructions have been made be confirmed in writing by the Contract Manager/ Representative.

4.5 Management Meetings

4.5.1 A Contract top management meeting shall be held quarterly and attended by the Employer 's Representative and the Contractor. Its business shall be to evaluate periodic performance of the work. The Employer 's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer 's Representative either at the top management meeting or after the management meeting and stated in writing to all who attend the meeting.

4.5.2 An informal meeting between the supervisor of the contract and KOTDA representative shall be held when deemed necessary. Any results from this meeting shall reflect on the monthly evaluation and performance assessment as per clause 7.

4.5.3 Communication between parties shall be effective only when in writing.

4.6 Duration of Contract

4.6.1 The resulting contract/Agreement would run for a period of Three (3) year from the commencement date subject to annual renewals based on performance evaluation. The contract/agreement shall not be renewed if the contractor is determined through periodic evaluation to have performed poorly.

4.7 Termination

4.7.1 KOTDA may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:

a) By Breach of Contract

- i). The Contractor frequently fails to provide services of acceptable standards set by KOTDA in the performance of this Agreement and
- ii). The Contractor fails to perform any other obligation under this Agreement.

b) By Agreement

Either party may terminate the Agreement by giving to the other party three (3) months notice in writing or payment of three (3) months to offset fees and charges in lieu of such notice

4.7.2 On termination of this Agreement, whosoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer 's premises.

4.8 Confidentiality

4.8.1 The Contractor, its Cleaning Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of KOTDA.

4.9 Assignment

4.9.1 The Contractor shall not assign or sub-contract any of its rights or duties under his Agreement

4.10 Sub Contract

4.10.1 The contract shall not be sub-contracted under this agreement.

4.11 Payment Terms

4.11.1 The contractor will promptly be paid upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

4.12 Staff Identification

4.12.1 The contractor shall provide uniforms subject to clause 2.22 (3) (f) and name tags which shall be worn all the time. The contractor shall provide to KOTDA a list of staff and the copies of their National Identity Cards and Certificates of Good Conduct. Where there are changes in staffing KOTDA should be notified prior to deployment of the new staff; and must comply with the terms and conditions stipulated. All staff to be deployed shall also be issued with KOTDA Passes in line with the security requirements.

4.13 Performance Security

4.13.1 The Contractor shall before be executing this agreement furnish KOTDA with a Performance security whose value shall be equivalent to **Ten per cent (10%) of the annual Contract Value**. The performance security will have a validity of Three years.

4.14 Notice Addresses

4.14.1 Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by Email and shall be deemed to have been received by the addressee within Three (7) working days of posting or 48 hours if sent by facsimile transmission or by electronic mail. Notices shall be served on weekdays and not during weekends and Public Holidays.

4.15 Tender Prices

4.15.1 The contract price will be fixed during the term of contract and not subject to variation on any account.

4.16 Insurance

4.16.1 The Contractor shall insure its personnel engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of negligence or default of KOTDA, its servants or agents. The Contractor will indemnify KOTDA against all actions, claims and demands in respect of such injury.

4.16.2 The Contractor shall be required by KOTDA to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

4.17 Liquidated Damages

4.17.1 If the contractor fails to provide any or all of the services within the period(s) specified in the contract, KOTDA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to the contract sum of the undelivered services until actual delivery of those services are met. After this KOTDA may consider terminating the contract.

4.18 Statutory Requirements

4.18.1 It is important that the Contractor fully understands the statutory duties of Konza Technopolis Development Authority because it will be incumbent upon the Contractor to carry out the Service in accordance with those statutory requirements on behalf of the KOTDA. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those statutory duties shall be paid by the Contractor.

4.19 Parking Charges

4.19.1 The successful contractors shall meet the cost of toll and parking charges and as well make arrangements for their staff transport and meals.

4.20 Tendering Notes

4.20.1 The Tenderer is required to check the number of pages and should any be found to be missing or in duplicate or the figure or writing indistinct, they must inform the KOTDA at once and have the same rectified.

4.20.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the KOTDA in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.20.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer 's Tender due to mistakes which should have been rectified in the manner described above.

4.20.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the KOTDA shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.20.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

SECTION V – SCHEDULE OF REQUIREMENTS

5.1 GENERAL REQUIREMENTS

These only describe the basic requirements.

5.1.1 Introduction

Konza Technopolis Development Authority (KOTDA) is established under Section 8 (1) of the Public Procurement and Disposal Act, 2015 and is charged with mandate as provided in the Legal Notice No. 23 of 2012.

Konza Technopolis Development Authority (referred to as the client) intends to enter into a contract with the winning bidder (referred to as the Contractor) for provision of Security Guarding services under the following Service Level Agreement. KOTDA requires the services of reputed, well established and financially sound Security Guarding Service Provider having experience in providing Security services on contract basis

5.1.2 Background

Konza Technopolis Development Authority Head Office is currently premised on 7th Floor Konza Complex, in Konza Technopolis, located along Nairobi - Mombasa, Road, near Malili township.

5.1.3 Contract Period

The Contract period shall be three (3) Years - renewable annually subject to satisfactory performance, unless and until determined under the provisions of this Agreement as follows:

- a) The Contractor shall be expected to provide guards for KoTDA and its establishments within the head office located at Konza Complex (referred to as the Clients premises) at any given time to provide Day and Night security guarding services for 24 hours, seven (7) days a week (Monday to Sunday) throughout the contract period. The deployment shall vary upon relocation (paragraph 5.1.2 above refers)
- b) The contract period shall commence as shall be specified. The contract for providing the aforesaid manpower is for a period of three (3) years from the date of effectiveness of the contract renewable in the Third year subject to satisfactory performance.. KOTDA however, reserves right to terminate this contract as a result of unsatisfactory performance at any time after giving notice to the selected Service Provider.

5.1.4 Security Guarding Services Day and Night

S/No	Service Description	Unit of Issue	Qty
1.	Private Security Guards to provide security day and night.	No.	27
2.	Security supervisors 1 day and 1 night	No.	2
3.	Provide 3No. dogs with handlers 24hrs	No.	3
4.	Provision of Back up 4*4-wheel drive double cabin Vehicle dedicated for day and night patrol with trained crew commander, two members and a driver per 12-hour shift	No	1
	TOTAL COST PER MONTH		

5.1.5 Provision and Standard of Service

- 5.1.6 A high standard of security performance in the execution of their service is expected. Poor performance and substandard quality of service will be grounds for termination of the agreement.
- 5.1.7 The security firm will maintain an Occurrence Book. They should be able to provide all their guards with note books, pens or cards / form, where the supervisors will sign to certify their physical visits or change of guards, i.e. occurrence books and note any incidences during the execution of the services.
- 5.1.8 The Contractor shall provide services to the acceptable standards in the performance of the services. Poor performance shall be grounds for summary termination of the Agreement on notice by the Client.
- 5.1.9 Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions impositions of liquidated damages by the Client.
- 5.1.10 If at any time during the performance of this Agreement the Contractor encounters unfavourable conditions affecting provision of services, the Contractor shall immediately and without any delay notify the Client in writing of the Conditions, their cause duration of occurrence. As soon as practicable the Client shall evaluate the condition and seek to address any anomalies, and may at its sole discretion waive the Contractor's obligations.
- 5.1.11 The occurrence book will be the property of the KOTDA and shall be presented to security officer in charge of every site by 8.00am of each day.

5.2 Equipment

- 5.2.1 All guards must be fully equipped with the right tools of their trade as follows: -
- Motor Vehicles, Motor Bikes and Bicycles
 - Peak Caps/Berets
 - Whistles and Lanyards

- d) Torches and batteries
- e) Serviceable military boots
- f) Great coat
- g) Sweaters
- h) Clean presentable uniforms (shirt and trousers) and tie where applicable and as required in Sec. 2.22
- i) Clubs
- j) Identification badges
- k) Communication equipment (Radio / Phone)

5.3 Logistics

The contractor shall make arrangements and be responsible at their own cost for the following: -

- a) General transport requirements for all its personnel to and from the premises.
- b) Provision of communication equipment
- c) Assignment Instructions for each post/Guard

5.4 Liability Contract

- 5.4.1. The Contractor shall be responsible for any want of proper care on its part in the selection / employment of employees put on and in charge of offering security and safety services to the Client.
- 5.4.2. The Contractor shall be responsible to the Client in the circumstances of any intentional wrongful act committed by the Contractor's Employees(s).
- 5.4.3. The Contractor shall be liable for any loss suffered by the Client caused by negligence of the Contractor or the Contractor's employees whilst in action within the course of their employment subject to the SCC.
- 5.4.4 The Contractor shall state willingness to take responsibility for such and also to take up a liability insurance cover for the loss.

5.5 Indemnity

- 5.5.1 The Contractor shall indemnify and keep indemnified The Client, its servants and agents against loss, of or damage, of property or bodily injury sustained by its servants or agents or any of them by reason of any act omission or neglect of Contractor its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Security Guards whilst performing their duties hereunder and this shall include subject to the SCC.
- 5.5.2 The Client agrees to indemnify and to hold the Contractor, its agents and employees not responsible for all claims, proceedings, damages, costs, expenses and losses arising as a result of Client's negligence.

5.6 Claims

- 5.6.1 Notice of all claims by the KOTDA or the Contractor in respect of any loss, damage or injury, shall be given in writing giving details of such loss, damage or injury of consequential or indirect loss within fifteen (15) days after the discovery of such damage, loss or injury.

5.7 Insurance

- 5.7.1 The Contractor shall insure its Security Guards / Officers engaged in the performance of guarding services at KOTDA against injury sustained by them in the course of carrying out their duties.

5.7.2 The Contractor shall if required by the Client avail the policy of Insurance in respect thereof and proof of payment of current premium.

5.8 Requirements to be met by Guards

- a) Age of the Guards: Aged between 21 and 50 years old.
- b) Education: Form four leavers and above who are able to express themselves in English and Swahili fluently
- c) Vetting: The contractor shall have thorough knowledge of guards' background and must provide:
- d) Their Certificates of good conduct before the guards are posted.

5.9 Training

5.9.1 Guards shall have undergone training in primary security procedures, fire-fighting, and safety, first aid and customer service. Training on anti-terrorism and terrorism awareness is a must. Working knowledge of computers and PABX is added advantage.

5.10 Supervision

5.10.1 The guards shall be effectively supervised on a 24-hours basis by site contract manager or a qualified supervisor provided by the Contractor.

5.10.2 Provision of Supervisors, Site Manager/ Officer in Charge shall be at the bidders cost.

5.11 Incident Reporting

5.11.1 The Contractor shall have in place adequate systems for reporting any incidents. Incidents occurring in Client's premises shall be reported without delay to the Clients Head of security or his representative.

5.12 Communications

5.12.1 Contractor shall ensure own communication links (land line telephone, mobile phones, radios etc) to the main control room must be reliable and manned 24 hours. The client would provide necessary internal communication as above necessary.

5.12.2 Where Clients' telephone will be used to make external calls or mobile destinations, such calls must be officially recorded as will be specified. Bills for calls made on non-KOTDA business will not be honoured.

5.13 Notice

Any notice to be served on either of the party by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within Seven (7) days of posting or 48 hours if sent by facsimile transmission or by electronic mail or telex.

5.14 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver to them or a right at any time subsequently to enforce all terms and conditions of this Agreement.

5.15. Sign Plates

The Contractor shall at its own cost and subject to prior approval thereof, provide sign plates indicating that the premises are being guarded by the contractor and that guard dogs in use are not a threat

SECTION VI – DESCRIPTION OF SERVICES



6.0. Terms of Reference for provision of security services at Konza Technopolis site

6.1. Background

Konza Technopolis (KT) is a key flagship project of Kenya's Vision 2030 meant to position Kenya as a Regional Technology hub. Vision 2030 aims to create a globally competitive and prosperous nation with a high quality of life by 2030. The Technopolis is envisioned to be a sustainable, world-class technology hub and a major economic driver for Kenya, with a vibrant mix of businesses, workers, residents, and urban amenities. Konza will create high value jobs; boost the country's GDP by focusing on Research, Development and Entrepreneurship in the Science Technology and Innovation (STI) sector. This will position Kenya as a global center for innovation and Africa's technology hub. At conceptualization stage, the Government of Kenya commissioned feasibility studies on the viability of the project and concluded that it would immensely contribute to economic development if successfully implemented.

Konza aims to attract Research, Education and Commercial partners in Information Technology Enabled Services (ITES), Life Sciences and Engineering. Increased innovation will lead to an increase in patenting and increased quality will produce skilled workforce for industries. Konza will attract investors and build programs aimed at commercializing the products of research. It will provide a good innovation ecosystem to educate new and existing technology entrepreneurs and for multinational companies entering Africa to consider setting up their offices or branches.

Konza will be a 'smart city' with highly advanced overall infrastructure, sustainable developments, communication networks and market viability. Konza will feature world-class civic and commercial architecture and it will be a Regional Innovation Hub; Konza will also host a high-quality Technology University, Smart Schools, Research Labs, Recreational Facilities (Sports Stadium, Film and Media Centre), Hospitality (Hotels and Convention Centers), Smart City Solutions (Smart Traffic, Smart Parking and Smart Governance) and world-class infrastructure.

The implementation of Phase 1 (2017 – 2022+) is already in progress. The Master Plan of this Phase begun on a 400-acre piece of land and is expected to attract 30,000 residents, 7,500 knowledge workers, and 16,700 other workers on its completion. Konza based on successful models such as Research Triangle, Silicon Valley etc. will bring a real transformation of Kenya towards knowledge and technology economy.

6.2. Point of Delivery.

Security services will be offered at Konza Technopolis Site.

6.3. Objective of the Assignment

Like many smart cities at construction stage, Konza city is faced with a need to improve security on the site to help deliver more efficient public safety services. Above all, KoTDA wants to find better ways to coordinate the efforts of its onsite guards, who are mandated with protecting the site. The assets at the site comprises transformers, 7 boreholes, booster tanks, access control points, job seekers camp, and to monitor entry and exit to the site.

Keeping the site safe is a top priority, and the Authority considers deploying services of a Security firm to provide guarding services to meet the immediate needs of the site. KoTDA also intends to deploy technology/surveillance system to supplement manned security.

6.4. Scope of the Assignment

The scope of this assignment will include:

1. To provide security services at Konza site on a twenty-four (24) hours basis. Some of the range of services expected to be performed by the security guards at this stage are:
 - Safeguarding Konza Technopolis personnel, materials, contractors and equipment from unauthorized use, loss, theft, sabotage and espionage.
 - Perimeter protection (fences, beacons, boundaries) by deterring trespass and timely reporting of any breaches.
 - Maintaining accurate records of both human and vehicle traffic into Konza Technopolis premises.
 - Conducting of searches to all visitors accessing Konza Technopolis premises.
 - Receiving and directing visitors to areas of interest.
 - Manning of access control points
 - Enforcing Konza Technopolis security procedures, regulation and standards at all sites, facilities and all other areas of interests as directed by KOTDA`s head of security.
 - Escorts as may be necessary.
 - Delivery of exhibit and suspects to the police / court.
 - Surveillance of assets on site (boreholes, transformers, Konza complex among others)
 - Collection, analysis and sharing of information and intelligence on potential harmful events.
2. The firm to provide two supervisors who shall be the overall coordinators and shall be equipped with a portable radio facility.
3. The firm to provide transport to its team to and from Konza Technopolis.
4. Provide and maintain insurance cover to KoTDA's Satisfaction for own operations and to any damage/injury/loss to the Authority's staff or property due to negligence of its staff.
5. The firm shall provide a new 4*4 patrol vehicle, crew commander, driver & two members of crew.
6. The firm shall provide sign plates indicating that the premises are guarded by them.
7. All prospective firms will be expected to have made site visits before submission of their bids.
8. The firm shall provide at least two pairs of uniform and protective gears, (including facemasks and alcohol-based hand sanitizers), headgear and military boots to all guards working in the. Uniform must be of specified color and should always be clean and in good state of repair to commensurate Konza Technopolis image. A guard's kitty shall include two pieces of head cap or beret, two pieces of lanyard, two shirts, two pairs of trousers, two pairs of boots, two sweaters, whistle, notebook and two web belts.
9. The firm to provide observation books (OB) and serviceable VHF communication gadgets at all the deployment posts.

10. The firm shall demonstrate provide their applications of innovative and new technology solutions in the security management in the Technopolis including the Visitor Management System (VSM), SOJA softwares etc

6.5. Firms Qualification Criteria

1. Tax compliance
2. Audited Financial statements of past 2 years (2020/2019 and 2018) and Last 6 months' certified bank statements.
3. Declaration/Confirmation that the firm will pay the guards minimum remuneration of not less than Kshs17,000 for the guards and not less than Kshs25,000 for the supervisors.
4. Evidence of being a member of Kenya Industrial Security Association
5. Proof of existence in guarding industry for at least 10 years
6. Evidence of Insurance cover for security guards
7. Proof of experience in guarding government installations for the last 3 years.
8. Evidence of guards training and background check
9. Proof of an operational office within 80-kilometres radius from Konza Technopolis.
10. The firm shall provide proof of innovative use of Technology in the provision of the service.

6.6. Guards Qualification

1. Kenyan Citizen
2. Secondary Education with at least a PASS
3. Computer Literacy
4. Training in security
5. Police clearance certificate
6. Aged 21 – 50.
7. Physically and mentally fit

6.7. Security supervisor Qualifications

1. Kenya Citizen
2. Proven high level training and experience in security supervision.
3. Secondary Education with at least a Pass
4. Aged 30 and above.
5. Proven experience in security report writing and supervision.
6. Physically and mentally fit (provide medical certificate)
7. ex-police/NYS added advantage.
8. Police clearance certificate

Note: The qualifications of the guards will be confirmed and certified by the client before Contract Award stage. This will only apply to the successful bidder.

6.8. Duties and responsibilities of security guards

- I. Responding to security emergencies.
- II. Enforcing KoTDA security standards as directed by the supervisor.
- III. Patrolling areas and performing security checks at Konza Technopolis
- IV. Access control
- V. Report and initiate arrest of any person who is committing, or with reasonable cause, is suspected to be in the act of committing or about to commit a cognizable offence.
- VI. Reporting all incidences as they occur
- VII. To ensure all visitors to the client are courteously received, directed and assisted in a manner which reflect service providers credit and client's good image. This must be done in line with security standard operation procedures.
- VIII. Perform any other duties as instructed by the KoTDA security service section.

6.9. Duties and responsibilities of Security supervisor

- I. Write and submit daily security reports to KoTDA head of security.
- II. Deploy security guards.
- III. Ensure security guards are properly kitted.
- IV. Conduct security spot checks in all areas of deployment.
- V. Organize for refresher training of security guards.
- VI. Enforce discipline to the security team.
- VII. Gather intelligence information and share with KoTDA head of security.

In submitting proposals, bidders will be required to:

1. Demonstrate a good understanding of the function and mandate of KT, and how it relates to Kenya Vision 2030;
2. Demonstrate their understanding and appreciation of the TOR;
3. Submit CVs of key personnel;
4. Provide evidence of affiliation (if any) to recognisable professional associations and bodies, locally and internationally.
5. Demonstrate the ability and capacity to undertake the assignment. This should include details of similar assignments undertaken for large organizations, cost-benefit analysis, with appropriate references and client list; and
6. Have fluency in both English and Kiswahili and demonstrable capacity to work with diverse stakeholders- including GoK officials.
7. Proof of availability of trained and vetted reserve personnel fully vetted for replacement on unsatisfactory performance, sickness absence or any other reason to ensure 24 hour coverage at all time.

6.10. Terms of Payment

The client will process monthly payments upon receipt of certified invoice(s) as per submission costs in the financial proposal. That is subjected to proof of satisfactory service delivery.

6.11. Schedule of Requirements

S/No	Service Description	Unit of Issue	Qty
1.	Private Security Guards to provide security day and night.	No.	27
2.	Security supervisors 1 day and 1 night	No.	2
3.	Provision of Back up 4*4-wheel driver (New car) double cabin Vehicle dedicated for day and night patrol with trained crew commanders, two members and a driver per 12-hour shift	No.	1
4.	Provide 3No. dogs with handlers 24hrs	No.	3
	TOTAL COST PER MONTH		

9.0 Evaluation Criteria

All bids WILL be subjected to the following evaluation criteria categorized as: -

- a) Mandatory Requirements (Statutory Documents)
- b) Technical Evaluation 80% Weight
- c) Financial Evaluation 20% Weight

For the Bids found to be substantially responsive the Procuring entity will first check for mandatory requirements, the technical proposals. On completion of the technical evaluation of the responsive bids, and the allocation of scores, the financial proposals will be evaluated, and the scores of both evaluations combined to obtain the overall bidder score.

Mandatory Requirements

Based on PASS or FAIL

Technical Evaluation

Weightage: This section will carry a total of 80% of the overall evaluation score.

Proposals will be evaluated to determine the proposal that offers the best value to KoTDA. The evaluation will be based upon the following criteria. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. The pass mark shall be 70%

NB

To qualify for financial evaluation the bidder must score a minimum of (70%)

Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification. Note that you may be required to produce original Certificates for ease of verification.

The procuring entity reserves the right to carry out independent investigations to verify the accuracy of information provided.

Financial Evaluation

Weightage: This section will carry a total of 20% of the overall evaluation score.

Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each.

The formula for determining the financial scores is the following:

Sf = 100 x Fm / F, in which **Sf** is the financial score, **Fm** is the lowest price and **F** is the price of the proposal under consideration.

Combined technical and financial scores:

The following formula shall be used: T.S (80%) + F.S (20%) = T.T.L (100%)

T.S = Technical Score (as evaluated above)

F.S = Financial Score (as evaluated above)

T.T.L = Total Score

The bid with the highest combined Technical and Financial Score will be awarded and invited for negotiations with the client.

SECTION VII – STANDARD FORMS

NOTES ON STANDARD FORMS

7.1 Notes on Standard Forms

- 7.1.1 **Forms of Tender;** The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
- 7.1.2 **Tender Security Form;** When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the Konza Technopolis Development Authority or fully filled tender security form pursuant to instructions to tenderers clause 12.3.
- 7.1.3 **The contract form;** the price schedules and the schedule of requirements shall be deemed to form part of the contract and would be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the Konza Technopolis Development Authority in accordance with the instructions to tenderers or general conditions of contract.

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.

- 7.1.4 **The performance security forms;** should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security and bank guarantee for advance payment in accordance with the forms indicated herein or in another form acceptable to KOTDA and pursuant to the conditions of contract.
- 7.1.5 **Price Schedule Form;** - The price schedule form must similarly be completed and submitted with the tender.
- 7.1.6 **Confidential Business Questionnaire Form;** - This form must be completed by the tenderer and submitted with the tender documents.

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 receipt 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 Kenya Shillings _____(figures) _____ (in words) [total tender amount in words and figures] inclusive of all taxes 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 a performance guarantee/bond in a sum equivalent to one (10%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by KOTDA.
4. We agree to abide by this Tender for a period of ninety [90] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20____ [signature] _____

[In the capacity of] _____

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

PRICE SCHEDULE OF SERVICES

The service provider should indicate the cost that is necessary to meet the security guarding requirements for KoTDA.

The price quotation shall include all applicable taxes for purposes of the price schedule and shall adhere to itemized Description below upon contract execution.

Name of Tenderer; _____

Tender Number; _____

KONZA TECHNOPOLIS DEVELOPMENT AUTHORITY GUARDING SERVICES

PRICE SCHEDULE

S/No	Service Description	Unit of Issue	Qty	Unit Price VAT Excl Per month	VAT	Total Cost inclusive of 16% VAT per month
1.	Private Security Guards to provide security day and night.	No.	27			
2.	Security supervisors 1 day and 1 night	No.	2			
3.	Provision of Back up 4*4-wheel drive (New) double cabin Vehicle dedicated for day and night patrol with trained crew commanders, two members and a driver per 12-hour shift	No.	1			
4.	Provide 3No. dogs with handlers 24hrs	No.	3			
TOTAL COST PER MONTH						

NOTE.- The prices quoted shall include the use of Technology and other innovative ways in managing the security at the highly tech based organization.

NB

- i). In case of discrepancy between total price and the price stated on form of tender, the price on form of tender shall prevail.
- ii). The services will be rendered on 24 hrs basis for the entire contract period

- iii). Invoices must indicate the price build up on the cost of the Guard and 16% VAT as tendered above
- iv). The successful bidder shall enter into a 3 (Three) year contract, renewable every year year upon annual satisfactory performance review.
- v). Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s) or as shall be agreed.

Signature and Rubber Stamp of tenderer

.....

CONTRACT FORM

This **AGREEMENT** made the..... Day of20.....between(Name of Procuring Entity) of(Country of Procurement) (Herein after called- The Konza Technopolis Development Authority) of one part.....(Name of tenderer) of.....(City and country of tenderer) (Hereinafter called-The tenderer) of the Other part.

WHEREAS the KoTDA invited tenders for the services. Viz..... (Brief description of the services) and has accepted a tender by the tenderer for the supply of those 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) Letter of Notification of Award.
 - g) Letter of Acceptance of Award
3. In consideration of the payments to be made by the Konza Technopolis Development Authority to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Konza Technopolis Development Authority provide the Security Guarding Services and to remedy in conformity all respects with the provisions of the Contract.
4. The Konza Technopolis Development Authority 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.
5. 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.
6. Signed, sealed, delivered by _____ the (for the Konza Technopolis Development Authority)
7. 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.....

Tel No.

Postal address

.....

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.			

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

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

(Title) (Signature) (Date)

Name: Title:

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

Company Official Rubber Stamp.....

PERFORMANCE SECURITY FORM

To:[name of 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)

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 KOTDA.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That KOTDA may have.

NameSignature.....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 been or will be involved in a fraudulent practice in any procurement Proceeding.

NameSignature.....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

CERTIFICATE OF TENDERER'S VISIT TO SITE

This is to certify that,.....

(Name of Tenderer or his representative) of the firm

of,..... (Name of Firm

Tendering) In the company of,..... (Name of Clients representative conducting the visit)

Visited the site in connection with Tender for **PROVISION FOR SECURITY GUARDING SERVICES AT KONZA TECHNOPSIS DEVELOPMENT AUTHORITY HEAD OFFICE PREMISES.**

Having studied the tender documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the services and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanations given by the Client's representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed..... (Tenderer or his representative)

Date.....

Signed (Signature of KOTDA representative)

Date.....

LETTER OF NOTIFICATION OF AWARD

Address of Konza Technopolis Development
Authority

To:

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS)

**CHIEF EXECUTIVE OFFICE
KONZA TECHNOPOLIS DEVELOPMENT AUTHORITY**
