KENYATTA UNIVERSITY

TENDER NO.: KU/TNDR/S/003/PSS/2019-2021

TENDER FOR PROVISION OF SECURITY SERVICES

CLOSING DATE: FRIDAY 06TH SEPTEMBER 2019 AT 10:00AM
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SECTION I: INVITATION FOR TENDERS

TENDER REF. NO: KU/TNDR/S/003/PSS/2019-2021

TENDER NAME: TENDER FOR PROVISION OF SECURITY SERVICES

1.1 **Kenyatta University** invites sealed tenders from registered security service firms and members of Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) for provision of security services at Kenyatta University Main Campus and its satellite campuses.

1.2 The successful bidder will provide Security Services at Kenyatta University Main campus and its satellite campus for two (2) years renewable for a similar period based on satisfactory performance.

1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of *Ksh.1,000/= (One thousand shillings only)* which should be deposited in:-

Bank Name: National Bank of Kenya
Branch: Ruiru
Account Name: Kenyatta University
Account Number: 0100359150800

Please bring your banking slip to Kenyatta University (Finance – Cash Office) for an official receipt thereafter you can collect the tender documents from Procurement Department.

Alternatively, Tender documents can be downloaded free of charge from our website [www.ku.ac.ke](http://www.ku.ac.ke) or click on the link [http://www.ku.ac.ke/about-ku/procurement](http://www.ku.ac.ke/about-ku/procurement) OR [http://www.tenders.go.ke](http://www.tenders.go.ke) link to GOK tenders websites free of charge. However candidates who choose to download the documents must notify the Procurement Office immediately for record purposes by email: procurement@ku.ac.ke.

1.4 Prices quoted should be net, inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (Kenyatta University – Procurement Department Reception) or be addressed to (Kenyatta University P.O. Box 43844 – 00100 GPO Nairobi) so as to be received on or before **Friday 06th September, 2019 at 10:00am**

1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at (Kenyatta University - Boardroom).
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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 ELIGIBLE TENDERERS

2.1.1 This Invitation for Tender for Provision of Security Services is open to all eligible tenderers as described in the Invitation to Tender.

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

2.1.3. (a) 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 Kenyatta University 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.

(b) A declaration of no conflict of interest is included in the Confidential Business Questionnaires.

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

(b) An anticorruption affidavit as provided is included in the bidding document.

(c) Preference shall be given to eligible registered youth-owned Enterprises.

2.2 COST OF TENDERING

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

2.2.2. The price to be charged for the tender document shall be Kshs.1,000/=.

2.2.3. All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.3 CONTENTS OF TENDER DOCUMENTS

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

i) Instructions to tenderers
ii) General Conditions of Contract
iii) Special Conditions of Contract
iv) Form of Tender
v) Schedule of Requirements
vi) Price schedules

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

2.4 CLARIFICATION OF DOCUMENTS

2.4.1. A prospective candidate making inquiries of the tender document may notify Kenyatta University in writing or by post, fax or email at the entity’s address indicated in the Invitation for tenders. Kenyatta University 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 University. Written copies of the University’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.”

2.4.2. Kenyatta University shall reply to any clarifications sought by the tenderer within 2 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, Kenyatta University, 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, Kenyatta University, at its discretion, may extend the deadline for the submission of tenders.

2.6 LANGUAGE OF TENDER

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

2.7 DOCUMENTS COMPRISING THE TENDER

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

(a) A Tender Form and a Price Schedule completed in accordance with
paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 FORM OF TENDER

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

2.9 TENDER PRICES

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

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

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

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

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

2.9.6 Price variation requests shall be processed by Kenyatta University 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 paragraph 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 eligibility to tender shall establish to KENYATTA UNIVERSITY satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
2.11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to Kenyatta University’s satisfaction;
(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods’ Manufacturer or producer to supply the goods.
(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.12 TENDER SECURITY

2.12.1 The tenderer shall furnish, as part of its tender, a tender security of two (2) percent of the tender sum.

2.12.2 The tender security is required to protect Kenyatta University against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.7.

2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to Kenyatta University and valid for thirty (30) days beyond the validity of the tender.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kenyatta University as non-responsive, pursuant to paragraph 2.22.

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

2.12.6 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.

2.12.7 The tender security may be forfeited:
(a) if a tenderer withdraws its tender during the period of tender validity specified by Kenyatta University 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 2.26
or
(ii) to furnish performance security in accordance with paragraph 2.27

2.13: VALIDITY OF TENDERS

2.13.1 Tenders shall remain valid for **120** days or as specified in the invitation to tender after date of tender opening prescribed by Kenyatta University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the university as nonresponsive.

2.13.2 In exceptional circumstances, Kenyatta University 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 both Technical and Financial submission of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 SEALING AND MARKING OF TENDERS

2.15.1 The tenderer shall seal the Technical and Financial submissions of the tender in separate envelopes, duly marking the envelopes as “Technical” and “Financial.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to Kenyatta University at the address given in the invitation to tender.

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE” **Friday 06th September, 2019 at 10:00am.**

2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

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2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kenyatta University will assume no responsibility for the tender’s misplacement or premature opening.

2.15.4 Only Financial Submissions of Tenderers who attain the pass mark for Technical submission will be opened at a date, time and venue of which they will be notified.

2.16 DEADLINE FOR SUBMISSION OF TENDERS

2.16.1 Tenders must be received by Kenyatta University at the address specified under paragraph 2.15.2 no later than **Friday 06th September, 2019 at 10:00am**.

2.16.2 Kenyatta University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the university 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 Procurement Office in Central Administration Complex Room 05 as provided for in the appendix.

2.17. MODIFICATION AND WITHDRAWAL OF TENDERS

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by Kenyatta University 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 Kenyatta University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Kenyatta University 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
Kenyatta University will open all tenders in the presence of tenderers’ representatives who choose to attend, on **Friday 06th September, 2019 at 10:00am.** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

Kenyatta University 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

To assist in the examination, evaluation and comparison of tenders Kenyatta University 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.

Any effort by the tenderer to influence Kenyatta University in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer’s tender. Comparison or contract award decisions may result in the rejection of the tenderers’ tender.

### 2.20 PRELIMINARY EXAMINATION AND RESPONSIVENESS

Kenyatta University will examine the tenders to determine whether the following are submitted as requested:

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.

Kenyatta University 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.

Prior to the detailed evaluation, pursuant to paragraph 23, Kenyatta University 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. Kenyatta University’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by Kenyatta University
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, Kenyatta University 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 Kenyatta University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The tender evaluation committee shall evaluate the tender within (30) days of the validity period from the date of opening the tender.

2.22.3 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.

2.23 CONTACTING肯YATTA UNIVERSITY

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

2.23.2 Any effort by a tenderer to influence Kenyatta University in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer’s tender.

2.24 AWARD OF CONTRACT

a) Post qualification

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

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

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

b) Award Criteria
Kenyatta University 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.

Kenyatta University 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 University’s action. If The University determines that none of the tenderers is responsive; University shall notify each tenderer who submitted a tender.

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.

(c) Kenyatta University’s Right to Vary quantities

Kenyatta University reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Kenyatta University’s Right to Accept or Reject Any or All Tenders.

Kenyatta University 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 Kenyatta University’s action.

NOTIFICATION OF AWARD

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

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

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

SIGNING OF CONTRACT

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

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

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

2.27 PERFORMANCE SECURITY

2.27.1 Within thirty (30) days of the receipt of notification of award from Kenyatta University, 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 University.

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

2.28 CORRUPT OR FRAUDULENT PRACTICES

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

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

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

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

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</tr>
<tr>
<td>2.12: Tender Security</td>
<td>2% of the Tender Sum</td>
</tr>
<tr>
<td>2.15: Sealing and Marking of tenders</td>
<td>2.15.1 The tenderer shall seal the Technical and Financial submissions of the tender in separate envelopes, duly marking the envelopes as “Technical” and “Financial.” The envelopes shall then be sealed in an outer envelope. 2.15.4 Only Financial Submissions of Tenderers who attain the pass mark for Technical submission will be opened at a date, time and venue of which they will be notified.</td>
</tr>
<tr>
<td>2.18.1: Closing Date</td>
<td>Friday 06th September, 2019 at 10:00am</td>
</tr>
</tbody>
</table>

- For the purpose of evaluation tenderers should indicate the towns in Kenya where they have established offices.
The method of evaluation will be based on a **Merit Point System**
The criteria of evaluation and the points to be awarded on each criterion will be as follows

<table>
<thead>
<tr>
<th>A.</th>
<th>MANDATORY REQUIREMENTS</th>
<th>YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Certificate of Incorporation/Business Registration</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A2</td>
<td>Valid copy of Certificate of Registration/membership with KSIA or PSIA</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A3</td>
<td>Valid copy of Company Tax Compliance Certificate</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A4</td>
<td>Valid copy of Current Business Permit/Trade license</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A5</td>
<td>Attach valid copy of NSSF compliance certificate</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A6</td>
<td>Attach valid copy of NHIF compliance certificate</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A7</td>
<td>Duly filled confidential business questionnaire (attached)</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A8</td>
<td>Attach Indemnity insurance cover</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A9</td>
<td>Current copy of Very High Frequency (VHF) Certificate from Communication Authority of Kenya</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A10</td>
<td>Bid security of 2% of total tender sum from financial institution or approved insurance company by PPRA.</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A11</td>
<td>Copies of Audited accounts for the last three years 2015-2016,2016-2017,2017-2018</td>
<td>YES/NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>GENERAL AND TECHNICAL EVALUATION</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Financial Capability (As supported by Audited Accounts for the last three (3) years (2015-2016, 2016-2017 and 2017-2018)</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• Current ratio above 2.0...........................................(10)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Current ratio below 2.0 and above 1.5.........................(8)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Current ratio below 1.5 and above 1.........................(5)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Current ratio below 1............................................(0)</td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td>Attach four letters of recommendation from referees two of whom must be current customers within 2018 - 2019.</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>• Four letters – (1Marks for each letter)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Less than four letters – (Pro rate)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please note that LPO’s or award letters shall not be treated as reference letters. Proper recommendation from satisfied clients for work performed or services provided shall be required.</td>
<td></td>
</tr>
<tr>
<td>B3</td>
<td>Staff welfare</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Indicate whether you have any staff welfare schemes (give details)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• With scheme e.g. Saccos; welfare groups-------------------3MKS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• With no scheme....................................................0MK</td>
<td></td>
</tr>
</tbody>
</table>
**B4**

*a) Technical Proposal*
Attach a detailed technical proposal on how you plan to implement the contract detailing the issue of uniforms, motorized supervision and other guarding gears.

*b) Experience in the Industry*
Starting with the most current, indicate similar assignments with at least 5 firms in the last 3 years, as guided below;
Provide references containing period, volume of business, number of guards, discharge terms and recommendation from the respective firms and indicate the contact person and contacts (in a table format in pg. 19).

**B5**

**Maximum volume of business per year (Annual) for the last 4 years starting with the current year (Attach proof e.g contracts) 3mks each**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount in Kshs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2018</td>
</tr>
<tr>
<td>2</td>
<td>2017</td>
</tr>
<tr>
<td>3</td>
<td>2016</td>
</tr>
<tr>
<td>4</td>
<td>2015</td>
</tr>
</tbody>
</table>

**B6**

Indicate the Value of Indemnity cover/ Insurance Cover (Attach proof)

**B7**

**Indicate the terms of employment for the guards**

- Above 90% of guards are casual workers……………………………………(2pts)
- 76% - 89% of guards are casual workers……………………………………(3pts)
- 51% - 75% of guards are casual workers……………………………………(4pts)
- 25% - 50% of guards are casual workers……………………………………(5pts)

*Proof of the terms of employment for the guards must be attached……(1pt)

**B8**

**Provide the Company’s Vehicles & Security Gears**

- Attach copies of logbooks for the fleet……………………………………3pts
- List the types of Security Gears……………………………………2pts

**B9**

**Dog Section**

i. Indicate the number of dogs in active service, their ages, breed and vaccination certificates

- Less than 20 dogs …………………………………………………...(2pts)
- 20-50 dogs…………………………………………………………(3pts)
- Over 50 dogs ………………………………………………………(5pts)

ii. Indicate the number of dog handlers *(Attach proof eg certificates)*

- Less than 10 handlers …………………………………………………(2pts)
- 10-20 handlers…………………………………………………………(4pts)
- Over 20 handlers ………………………………………………………(5pts)

**B10**

**Key personnel**
Provide detailed CV and copies of Certificates/testimonials for: (1MK for each burette)
### A. Operations manager
- Chief Inspector level /captain and above with a clean discharge certificate
- At least form 4 level of education
- If with 10yrs and more experience in security industry

### B. Person who will be directly responsible for the contract
- Chief Inspector /captain level and above
- Form four level of education
- 5 or more years’ experience in security industry

### C. Senior most guard (supervisor guard on post)
- Corporal/Sergeant level and above
- “O” level or above
- 5 or more years’ experience in security industry/armed forces

### D. Person in charge of dog handling
- Certificate in dog handling
- Form four level or above
- 5 or more years’ experience in security industry/armed forces
- 35 years of age and above

### B12 Guards training
- Indicate the minimum level of training that the guards must have attained for a similar assignment (Attach prove)
- Attach an approved training manual/ curriculum and indicate the qualifications of the trainer.
- If provided
- If not provided
- Qualification of trainer Rank of Inspector & above
- Indicate the institution that your guards get trained
- State whether the training institution is accredited
- Indicate the frequency and duration of refresher training if any

### B13 Staff supervision
With regard to this contract, indicate the number of supervisory visits per twelve hour shift
- Below 2 visits
- 2 visits
- Above 3 visits

### Document Conformity
- Document pagination/serialization
- Document presentation(tape bound, table of content, separators etc)

### TOTAL SCORE
100
NOTES

1. Bidders **MUST** meet all the mandatory requirements to qualify for evaluation of specific technical requirements.
2. Scoring criteria
   a. Technical score = 70%
   b. Financial score = 30%
   c. Scoring criteria for technical aspects: - The bidder with the highest marks will be awarded 70% and the other bidders score relative to the highest.
   d. Financial scoring: - The bidder quoting the lowest price and having passed the technical score shall be awarded 30% and other bidders score relative to the highest.
   e. The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the **BEST VALUE FOR MONEY PACKAGE**.
   f. The tender award criteria may be subject to visitation evaluation to confirm any/all of the declared items.
3. To qualify for financial evaluation the bidder must score a minimum of **70** points (**70% of the total points**)
4. Any information provided by the bidder may be verified by the University as part of due diligence and any information that is not correct may lead to the bidder’s disqualification.
### SECTION III: GENERAL CONDITIONS OF CONTRACT

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<th>Page</th>
</tr>
</thead>
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<td>3.6 Patent Rights</td>
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<td>23</td>
</tr>
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<td>3.10 Delivery and documents</td>
<td>23</td>
</tr>
<tr>
<td>3.11 Insurance</td>
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<td>23</td>
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<td>23</td>
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<td>3.17 Liquidated damages</td>
<td>24</td>
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<td>3.19 Language and law</td>
<td>24</td>
</tr>
</tbody>
</table>
SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITION OF TERMS

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

(a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

(c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

(d) “The Procuring entity” means the organization sourcing for the services under this Contract.

(e) “The contractor” means the individual or firm providing the services under this Contract.

(f) “GCC” means general conditions of contract contained in this section

(g) “SCC” means the special conditions of contract

(h) “Day” means calendar day

3.2 APPLICATION

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

3.3 STANDARDS

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

3.4: USE OF CONTRACT DOCUMENTS AND INFORMATION

3.4.1 The Contractor shall not, without Kenyatta University’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of The University in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without Kenyatta University’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of Kenyatta University and shall be returned (all copies) to The University on completion of the contract’s or performance under the Contract if so required by The University.

### 3.5 PATENT RIGHT’S
The tenderer shall indemnify Kenyatta University 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.

### 3.6 PERFORMANCE SECURITY

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenyatta University the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Kenyatta University and shall be in the form of a bank guarantee.

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

### 3.7 INSPECTIONS AND TESTS

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

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

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Kenyatta University 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 University.

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

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

3.9 PRICES

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

3.10 ASSIGNMENT

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

3.10 TERMINATION FOR DEFAULT

Kenyatta University 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 University.

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of Kenyatta University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Kenyatta University 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 University for any excess costs for such similar services.

3.12 TERMINATION OF INSOLVENCY

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

3.13 TERMINATION FOR CONVENIENCE

3.13.1 Kenyatta University 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 University convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 **RESOLUTION OF DISPUTES**

Kenyatta University and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 **GOVERNING LANGUAGE**

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

3.16 **FORCE MAJEURE**

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

3.17 **APPLICABLE LAW**

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

3.18 **NOTICES**

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

A notice shall be effective when delivered or on the notices effective date, whichever is later.
SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

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

<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.14: Tender Security</td>
<td>2% of tender sum</td>
</tr>
<tr>
<td>3.8: Payment</td>
<td>Within 30 days on receipt of invoice</td>
</tr>
<tr>
<td>3.14: Resolution of Disputes</td>
<td>Arbitration to be considered before litigation in accordance to Kenyan Law</td>
</tr>
<tr>
<td>3.17: Applicable Law</td>
<td>Laws of Kenya</td>
</tr>
<tr>
<td>3.18: Notices</td>
<td>Kenyatta University</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 43844 – 00100 GPO NRB.</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE: 811622/810901-19 FAX: 811575/812483</td>
</tr>
<tr>
<td></td>
<td>EMAIL: <a href="mailto:procurement@ku.ac.ke">procurement@ku.ac.ke</a></td>
</tr>
</tbody>
</table>

42.1 Please note that this contract can be extended or renewed for one year subject to satisfactory performance of the successful tenderer in execution of the contract.
V. SCHEDULE OF REQUIREMENTS FOR SECURITY SERVICES 2019 – 2021

<table>
<thead>
<tr>
<th>NUMBER OF SECURITY GUARDS</th>
<th>DAY</th>
<th>NIGHT</th>
<th>DOGS &amp; HANDLERS</th>
<th>NIGHT HOSTEL ATTENDANTS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A CATEGORY A -NAIROBI AREA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Main Campus</td>
<td>85</td>
<td>92</td>
<td>5</td>
<td>21</td>
<td>203</td>
</tr>
<tr>
<td>2 Ruiru Campus</td>
<td>10</td>
<td>9</td>
<td>1</td>
<td>-</td>
<td>20</td>
</tr>
<tr>
<td>3 Unicity Shopping Mall</td>
<td>10</td>
<td>10</td>
<td>1</td>
<td>-</td>
<td>21</td>
</tr>
<tr>
<td>4 Ole moiyoi</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>-</td>
<td>4</td>
</tr>
<tr>
<td>5 Yali Leadership</td>
<td>9</td>
<td>8</td>
<td>-</td>
<td>-</td>
<td>17</td>
</tr>
<tr>
<td>6 Parklands Campus</td>
<td>7</td>
<td>7</td>
<td>-</td>
<td>-</td>
<td>14</td>
</tr>
<tr>
<td>7 City Campus (KU Plaza and Comcraft Building)</td>
<td>7</td>
<td>7</td>
<td>-</td>
<td>-</td>
<td>14</td>
</tr>
<tr>
<td>8 Nyayo Zone</td>
<td>3</td>
<td>3</td>
<td>2</td>
<td>-</td>
<td>8</td>
</tr>
<tr>
<td>9 International Languages and Cultural Centre &amp; gate D</td>
<td>2</td>
<td>3</td>
<td>-</td>
<td>-</td>
<td>5</td>
</tr>
<tr>
<td><strong>SUB-TOTALS</strong></td>
<td><strong>135</strong></td>
<td><strong>140</strong></td>
<td><strong>10</strong></td>
<td><strong>21</strong></td>
<td><strong>306</strong></td>
</tr>
<tr>
<td>B CATEGORY B -SATELLITE CAMPUSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Kitui Campus</td>
<td>12</td>
<td>13</td>
<td>1</td>
<td>-</td>
<td>26</td>
</tr>
<tr>
<td>2 Mombasa Campus</td>
<td>11</td>
<td>9</td>
<td>-</td>
<td>-</td>
<td>20</td>
</tr>
<tr>
<td>3 North Coast Beach Hotel</td>
<td>5</td>
<td>6</td>
<td>1</td>
<td>-</td>
<td>12</td>
</tr>
<tr>
<td>4 Embu Campus</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>4</td>
</tr>
<tr>
<td>5 Kericho Campus</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>-</td>
<td>6</td>
</tr>
<tr>
<td>6 Nakuru Campus</td>
<td>4</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>6</td>
</tr>
<tr>
<td><strong>SUB TOTALS</strong></td>
<td><strong>37</strong></td>
<td><strong>34</strong></td>
<td><strong>3</strong></td>
<td>-</td>
<td><strong>74</strong></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>172</strong></td>
<td><strong>174</strong></td>
<td><strong>13</strong></td>
<td><strong>21</strong></td>
<td><strong>380</strong></td>
</tr>
</tbody>
</table>
## VI. PRICE SCHEDULE FOR SECURITY SERVICES 2019 – 2020

**CATEGORY A: KU MAIN CAMPUS AND NAIROBI AREA CAMPUSES**

<table>
<thead>
<tr>
<th>No.</th>
<th>GUARDS</th>
<th>QTY</th>
<th>RATE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DAY SHIFT GUARDS</td>
<td>135</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>NIGHT SHIFT GUARDS</td>
<td>140</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>DOG AND HANDLER</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>NIGHT HOSTEL ATTENDANTS</td>
<td>21</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GRAND TOTAL (KSH.)**
## CATEGORY B: KU OTHER SATELLITE CAMPUSES (KITUI, MOMBASA, NORTH COAST BEACH HOTEL, EMBU, KERICHO AND NAKURU)

<table>
<thead>
<tr>
<th>No.</th>
<th>GUARDS</th>
<th>QTY</th>
<th>RATE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DAY SHIFT GUARDS</td>
<td>37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>NIGHT SHIFT GUARDS</td>
<td>34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>DOGS AND HANDLERS</td>
<td>3</td>
<td></td>
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<td></td>
<td><strong>GRAND TOTAL (KSH.)</strong></td>
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</tbody>
</table>

Signature of Tenderer ____________________________________________________________

**Note:**

a) In case of discrepancy between unit price and total, the unit price shall prevail.

b) Kenyatta University **shall** award the contract to **two (2)** lowest evaluated service providers per category as follows:

i. Category A: For Nairobi area
ii. Category B: For all other areas (Campuses) outside Nairobi
VI: STANDARD FORMS

1. FORM OF TENDERS

2. CONFIDENTIAL BUSINESS QUESTIONNAIRE

3. FORM OF REFERENCE

4. LETTER OF AUTHORITY

5. CONTRACT FORM

6. TENDER SECURITY FORM

7. OATHS AND STATUTORY DECLARATION FORM
1 FORM OF TENDER

TO, Kenyatta University
Date:......................
P.O. Box 43844 – 00100 GPO
NAIROBI

Tender No: KU/TNDR/S/003/PSS/2019-2021

Tender Name: Provision of Security Services
Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers). the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Security Services under this tender in conformity with the said Tender document for the sum of Ksh:..........................[Total Tender amount in words]..........................
........................................................................................................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 Security Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of........[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this .......................................................... day of................................................................. 2019

........................................................................................................[Signature]
........................................................................................................[In the capacity of]

Duly authorized to sign tender for and on behalf of .................................................................
MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE
(Must be filled by all applicants who choose to participate in this Tender)

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business and part 3.

You are advised that it is a serious offence to give false information on this Form.

Name of Applicant(s)……………………………………………………………………………………………………

Part 1: General:

1.1: Business Name .................................................................................................................................

1.2: Certificate of Incorporation/Registration No: ...................................................................................

1.3: Location of business premises ...........................................................................................................

1.4: Plot No. ............................................................................................................................................

1.5: Street/Road ....................................................................................................................................

1.6: Postal Address ................................................................................................................................

1.7: Office Tel. No. .................................................................................................................................

1.8: Mobile:............................................................................................................................................

1.9: Fax No:.............................................................................................................................................

1.10: Email Address............................................................................................................................... 

1.11: Website.........................................................................................................................................

1.12: Nature of business:(Indicate whether Manufacturer, Distributor e.t.c).................................

1.13: Contact Person (Full Names)........................................................................................................

(a) Directors Name and Mobile Nos:........................................................................................................

(b) If not Director, Title......................................................... Power of Attorney (Yes/No) if yes, attach written document.

1.14: Maximum value of business which you can handle at any one time Kshs. ......................

1.15: Name of your bankers .................................................. Branch ....................................................


**Part 2(a) – Sole Proprietor:**

2a.1: Your name in full …………………………………………… Age ……………………

2a.2: Nationality …………………………….. Country of origin …………………………..

Citizenship details……………………………

**Party 2(b) – Partnership**

2b.1: Give details of partners as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<td>5.</td>
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</tbody>
</table>

**Part 2(c) – Registered Company:**

2c.1: Private or public …………………………………………………………………………………..

2c.2: State the nominal and issued capital of the company – Nominal

Nominal Kshs. …………………………………………………
Issued Kshs…………………………………………………

2c.3: Give details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>5.</td>
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</tbody>
</table>

Date…………………………….. Signature of Tenderer …………………………………………………

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee who works in the Finance or Procurement Departments of Kenyatta University?

Yes……………… No:…………………….
3.2: If answer in „3.1” is YES give the relationship:.................................................................

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?
Yes……… No………..

3.4: If answer in „3.3” above is YES give details..........................................................................................................................

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenyatta University to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation?
Yes………….. No………………

3.6: If answer in „3.5” above is YES give details..........................................................................................................................

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes…………….. No…………………..

3.8: If answer in „3.7” above is YES give details..........................................................................................................................

3.9: Have you offered or given anything of value to influence the procurement process?
Yes…………….. No…………………..

3.10: If answer in „3.9” above is YES give details..........................................................................................................................

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
Date:………………………….. Signature of Candidate:……………………………………..
If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
3. **FORM OF REFERENCE (SAMPLE)**

REFEREE’S PARTICULARS
(On company letterhead: - Only Clients and Lead Consultants shall qualify as referees)

The Vice Chancellor  
Kenyatta University P.O.  
Box 43844 – 00100  
NAIROBI

Dear Sir,

We the undersigned confirm that we have worked with the above named Security Firm at the following Sites.

<table>
<thead>
<tr>
<th>NO.</th>
<th>NAME OF SITE</th>
<th>CONTRACT VALUE</th>
<th>COMMENCEMENT DATE</th>
<th>COMPLETION DATE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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</tbody>
</table>

Yours faithfully,

(Signature and official stamp)
4. LETTER OF AUTHORITY (SAMPLE)

(To be on Tenderer’s Letter Head)

Ref No.

Date:

TO WHOM IT MAY CONCERN

Dear Madam/Sir,

RE: PROVISION OF SECURITY SERVICES TO KENYATTA UNIVERSITY

AUTHORITY FOR INDEPENDENT COUNTER CHECKING AND VERIFICATION OF INFORMATION

We have tendered for the above service. As part of the evaluation of our tender by the Client, the Client may independently seek to confirm or counter check the information we have given as part of our tender.

We hereby authorize the Vice Chancellor and/or the Deputy Vice Chancellor (Finance, Planning and Development) Kenyatta University or her/his authorized agents to seek any such confirmation or counter checking.

In this regard, we hereby instruct you to give all necessary information and assistance, as sought by the above named or her/his officers or other authorized agents towards the expedient conclusion of the evaluation exercise.

Yours faithfully,

(Signature and official Stamp)

Director
5. CONTRACT FORM– TO BE COMPLETED AFTER TENDER AWARD

THIS AGREEMENT made the……………………….. day of……………………….
2017……………
Between………………………………………………………………………………. [name of Procurement entity] of………………………………………………………………………………[country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and …………………………………………………………………………………[name of tenderer] of
……………………………………………………………………………….[city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS Kenyatta University invited tenders for supply of Office Furniture and has accepted a tender by the tenderer for the supply of goods in the sum of Ksh…………………………………………………………[contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
   (c) the General Conditions of Contract
   (d) the Special Conditions of Contract

3. In consideration of the payments to be made by Kenyatta University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kenyatta University to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Kenyatta University hereby covenants to pay the tenderer in consideration of the service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by ………………………….. the ………………………….. (Kenyatta University) Signed, sealed, delivered by ………………………….. the ………………………….. (for the tenderer) in the presence of
…………………………………….
6. TENDER SECURITY FORM

Whereas …………………………………. (hereinafter called <the tenderer> has submitted its bid …………………………………………for supply of Office Furniture (hereinafter called <the tenderer> name of Bidder) dated …………………………for supply of Office Furniture (hereinafter called <the tenderer> date of submission of bid)

KNOW ALL PEOPLE by these presents that WE …………………… of…………………………having [name of bank] [name of country] our registered office at ………………………………. (hereinafter called <the procuring entity> in [name of procuring entity] the sum of Kshs. ………………………………………for which payment well and truly to be made to [state the amount]

Kenyatta University, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this …………..……….. day of …………………20…..

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by Kenyatta University on the Form; or

2. If the tender, having been notified of the acceptance of its tender by Kenyatta University during the period of tender validity fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

Signature:……………………………………… Date:………………………………………

Official Stamp:………………………………………
7. OATHS AND STATUTORY DECLARATION FORM

REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15
OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCURMENT
AND ASSET DISPOSAL ACT NO. 33 OF 2015

I, ........................................................................................................ Of P.O Box.................................................................
Being a resident of ........................................................................ in the Republic of Kenya do hereby make oath and
state as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
   ............................................................................................................................ (name of
the Candidate) which is a Candidate in respect of Tender Number..........................
to supply goods, render
services and/or carry out works for Kenyatta University and duly authorized and competent to make
this Affidavit.

2. THAT the aforesaid Candidate has not been requested to pay any inducement to any
   member of the Board, Management, Staff and/or employees and/or agents of Kenyatta
   University, which is the procuring entity.

3. THAT the aforesaid Candidate, its servants and/or agents have not offered any
   inducement to any member of the Board, Management, Staff and/or employees and/or
   agents of Kenyatta University.

4. THAT what is deponed to hereinabove is true to the best of my knowledge information and
   belief.

SWORN at........................................ by the said}
   .............................................................................................................

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this....................... day of ............ 20.....}
Before me

Commissioner for Oaths