



TENDER DOCUMENT

FOR

PROVISION OF SECURITY SERVICES

KEMSA/ ONT9 /2017-2019

CLOSING DATE: THURSDAY 14th JUNE 2018

TIME: 10.00 AM

Invitation for Tenders (IFT)

Tender Reg. No. KEMSA/ONT 9/2017-2019

For

Provision of Security Services

Date: 29th May 2018

1. The Kenya Medical Supplies Authority (KEMSA) has set aside funds for use in the procurement of Security Services. It is intended that part of the proceeds of the funds will be used to cover eligible payments under contracts for provision of security services.
2. KEMSA now invites sealed bids from eligible bidders for provision of security services
3. Bidding will be conducted through the procedures specified in the Public Procurement and Asset Disposal Act (PPADA) 2015.
4. Interested eligible Bidders may obtain further information and inspect the Bidding Documents at the Procurement office situated at:

Kenya Medical Supplies Authority,
Commercial Street
P.O. Box 47715-00100 Nairobi
Tel No: 254 20 3922000/ 0719033000/ 0733606600
Fax No: 254 20 3922400
Email: procure@kemsa.co.ke

On normal working days on Monday to Friday between 0900hrs and 1600hrs except on Public Holidays or download at the IFMIS <http://supplier.treasury.go.ke/site/tenders.go/index.php/>. Documents downloaded are free of charge and bidders are advised to register at the Procurement Office or via email at procure@kemsa.co.ke. (Refer to registration form in the tender document)

5. A complete set of Bidding Document(s) in English may be purchased by interested Bidders on the submission of a written application to the address given under paragraph 4 above and upon payment of a non-refundable fee of Kenya Shillings 1,000. The method of payment is i) cash or by banker's cheque payable to "Kenya Medical Supplies Authority" KEMSA and ii) By direct deposit to the following account;

Kenya Shillings Account

Account Name: Kenya Medical Supplies Authority

Bank Name and Branch: National Bank of Kenya, Harambee Avenue

Account Number: 01003-009125-00

6. Completed serialized/paginated Bidding Documents; **one original and a copy** in plain sealed envelopes clearly marked on top with the Tender Number and Description and accompanied by a **Bid Security of Kshs. 240,000.00** from Commercial Banks or Insurance Companies (Approved by Public Procurement Oversight Authority) and should be addressed to:

The Chief Executive Officer
Kenya Medical Supplies Authority
Commercial Street
P.O Box 47715-00100
Nairobi.

and must be deposited in the Tender Box No. 1 marked GOK/ World Bank at the Reception on the Ground Floor KEMSA's Commercial Street Office in Nairobi on **or before 10:00 am on 14th June 2018**. Bulky tenders can be handed over to **KEMSA Procurement Director's** office for registration and safe keeping till the tender opening date.

7. Bids will be opened promptly in public and in the presence of Bidders' and/ or representatives who choose to attend the opening of bids at KEMSA's conference Hall on **14th June 2018 10:00 am**.
8. Late bids or portion of bids shall not be accepted for evaluation irrespective of circumstances.

REGISTRATION FORM FOR ONLINE TENDERERS/BIDDERS/SUPPLIERS

Tender No. **KEMSA/ONT 9/2017-2019-Provision of Security Services**

NOTE: Please provide your details below for purposes of communication in case you download this tender document from IFMIS or KEMSA website.

Name of the firm:.....

Postal Address:.....

Telephone Contacts:.....

Company email address:.....

Contact Person:.....

Once completed please submit this form to the email below; procure@kemsaco.ke

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Section A: General Information

Introduction

The Kenya Medical Supplies Authority (KEMSA) invites tenders for the provision of Security Services for the Financial years 2017/2019. Successful bidders will be required to hold their prices firm and that the prices shall not change during that period.

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. 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.
- 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Tendering

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

The Tender Document

3. Contents

- 3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 4 of these instructions to tenders.
 - (a) Invitation for Tenders
 - (b) General information
 - (c) General Conditions of Contract
 - (d) Special Conditions of Contract
 - (e) Tender Form and Price Schedules

- (f) Tender Security Form
- (g) Anti-corruption policy in the procurement process
- (h) Business Questionnaire
- (i) Performance Security Form
- (j) Contract Form

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 tenderer's risk and may result in the rejection of its tender.

4. Clarification of Documents

A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by 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 document.

5. Amendment of Documents

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

5.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by email, and such amendment will be binding on them.

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.

Preparation of Tenders

6. Language of Tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

7. Documents Comprising the Tender

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

- (a) Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below
- (b) documentary evidence established in accordance with paragraph 11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (d) tender security furnished in accordance with paragraph 12

8. Tender Form

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

9. Tender Prices

- The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- Prices indicated on the Price Schedule shall be the cost of the services quoted including all taxes payable:
- Prices quoted by the tenderer shall be fixed during the Term of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

10. Tender Currencies

Prices shall be quoted in Kenya Shillings or any freely convertible currency.

11. Tenderers Eligibility and Qualifications.

- Pursuant to paragraph 1 of section C, 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.

- The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract as outlined in the evaluation criterion below;

12. Tender Security

- 12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 12.7
- 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 a guarantee from an insurance company approved by the Public Procurement Regulatory Authority, in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for 120 days from date of tender opening.
- 12.4 Any tender not secured in accordance with paragraph 12.1 and 12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 22.
- 12.5 Unsuccessful Tenderers' tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 12.6 The successful Tenderers' tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.
- 12.7 The tender security may be forfeited:
13. if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender documents.
14. 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

13. **Validity of Tenders**

- 13.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

14. **Format and Signing of Tender**

- The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- The original and all copies of price schedules shall be typed or written in indelible ink. Tenders shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of attorney accompanying the tender.
- The tender shall have no interlineations, erasures, or overwriting. Any interlineations, erasure, or overwriting to correct errors made by the Tenderer shall be initialled by the person or persons signing the tender

Submission of Tenders

15. **Sealing and Marking of Tenders**

The Tenderer shall seal and mark the original and copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL and "COPY OF TENDER". The Original and Copy must be properly bound for ease of handling. The envelopes shall then be sealed in an outer envelope.

- 15.1 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the following address:

**The Chief Executive Officer
Kenya Medical Supplies Authority
Commercial Street
P.O Box 47715
Nairobi.**

(b) Bear, KEMSA/ONT 9/2017 - 2019, the Invitation for Tenders (IFT) and the words: **“DO NOT OPEN BEFORE 10.00 a.m. on Thursday 14th June 2018.”**

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”.

15.3 If the outer envelope is not sealed and marked as required by paragraph 15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

16. Deadline for Submission of Tenders

16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 15.2 no later than **10.00 a.m. on Thursday 14th June 2018**

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

17. Modification and Withdrawal of Tenders

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

17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 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.

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

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 12.7.

Opening and Evaluation of Tenders

18. Opening of Tenders

- 18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m. Local Time on Thursday 14th June 2018** at the **KEMSA Tender opening Hall, Commercial Street, Nairobi**.
- 18.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 18.4 The Procuring entity will prepare minutes of the tender opening.

19. Clarification of Tenders

- 19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

20. Preliminary Examination

- 20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 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.

- 20.4 Prior to the detailed evaluation, pursuant to paragraph 21, 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.
- 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.

21. Evaluation and Comparison of Tenders

- 21.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 20.
- 21.2 The comparison shall be of the price to including all costs, as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 21.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 21.4 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;

- 21.4 Pursuant to paragraph 23.3 the following evaluation methods will be applied:

(a) Operational Plan:

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.

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.

22. Contacting the Procuring entity

- 22.1 Subject to paragraph 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.
- 22.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Award of Contract

23. Post-qualification

- 23.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 23.2 The determination will take into account the tenderer 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 11, as well as such other information as the Procuring entity deems necessary and appropriate.
- 23.3 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.

24. Award Criteria

Subject to paragraph 9, 21 and 26 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

25. Procuring entity's Right to Vary quantities

The Procuring entity reserves the right at the time of contract award to increase or decrease the scope of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

26. Procuring entity's Right to Accept or Reject Any or All Tenders

The Procuring entity reserves the right to accept or reject any tender, and

to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

27. Notification of Award

- 27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 At the same time, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 12.

28. Signing of Contract

- 28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 28.2 Within Twenty-one (21) days of receipt of the notification of award, the successful tenderer shall sign the contract.

29. Performance Security

- 29.1 Within Twenty-one (21) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 29.2 Failure of the successful tenderer to comply with the requirement of paragraph 28 or paragraph 29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

30. Corrupt Fraudulent Practices

- 30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i). "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii). "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (b) 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;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract

30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Section B: General Conditions of Contract

1. Definitions

1.1 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 tenderer to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization sourcing for the services under this Contract, in this case Kenya Medical Supplies Agency (KEMSA).
- (e) "The tenderer" means the individual or firm providing the services under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

4. Standards

4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without the Procuring entity'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 Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

6. Patent Rights

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

7. Performance Security

7.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad or a guarantee from an insurance company approved by the Public Procurement Oversight Authority, acceptable to the Procuring entity, in the form provided in the tender documents.

7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than twenty one (21) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

- The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the

rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

- Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Payment

- The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- Payments shall be made promptly by the Procuring entity as specified in the contract.

10. Prices

Prices charged by the tenderer for Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

11. Assignment

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

12. Subcontracts

The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

13. Termination for Default

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

- (a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract

- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

14. Liquidated Damages

If the tenderer fails to provide any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services up to a maximum deduction of 10% of the unperformed services. After this the procuring entity may consider termination of the contract.

15. Resolution of Disputes

- 15.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 15.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute the provisions of the Arbitration Act of the Laws of Kenya shall apply.

16. Language and Law

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

17. Force Majeure

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

Section C: Special Conditions of Contract

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Clarification of Documents

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.

2. Bidders Eligibility

The documentary evidence of the Bidders eligibility to tender shall include **proof of tax compliance** from the relevant tax authorities.

3. Validity of Tenders

Tenders shall remain valid for 90 days.

4. Prices to be quoted in Kenya Shillings or any other freely convertible currency.
5. The documentary evidence of the tenderers eligibility to tender shall include proof of tax compliance from the relevant tax authorities.
6. Provision of the company profile including names of directors and senior managers.
7. Demonstration of a satisfactory management execution plan.
8. Complete set of audited financial statements for the last three years.
9. Specify credit terms to be offered.
10. Provide references of other organisations to which you render similar services.
11. Indicate the number of years the company has been in business.
13. Insurance: the successful bidder will provide insurance against loss arising as a result of actions or omissions by the deployed guards.

Section D: Technical Specifications

TECHNICAL SPECIFICATIONS FOR SECURITY GUARDS SERVICES.

1. SECURITY HUMAN RESOURCE CAPACITY.

The bidding firm should provide evidence of its Human resource capacity which should include the following:

Security Operations team

- Number of technical staff to supervise the contract should include Operation Manager{s} and supervisor{s}. (provide evidence)
- Minimum qualification for the Operations Manager should be at least a Degree in Security management or its equivalent from a recognized institution (attach certificates).
- Operations Manager should have at least 15 years experience in Corporate security. {attach signed CV}
- Supervisor should have at least a Diploma or a certificate in Security related training (provide certificates)
- Supervisor should have at least 7 years' experience in the same capacity gained in a reputable private security organization{attach updated Signed CV}
- The bidding firm should demonstrate continuous professional development for key staff in Security operation. At least twice per year for the last 5 years. {provide evidence}
 - The bidding firm should demonstrate that their security guards on duty are checked at least three times per shift. {provide evidence on the frequency of checks/ visits by the supervisors per shift}
- The bidding firm is required to demonstrate that they recruit guards who have at least attained a D Plus in form 4 {should attach at least 4 copies of academic certificates for 4 guards currently in their employment}

2. Post award requirements for security guards.

- The bidding firm should deploy to KEMSA only guards employed on permanent terms in their establishment {Evidence on permanence to be attached}
- The firm should demonstrate the minimum qualification for security guards deployed which should be a minimum of a D Plain in KCSE or its equivalent.
- Guards to be deployed to KEMSA to have a minimum experience of 5 years as security guards.
- The firm awarded the contract MUST provide police clearance certificates for the guards before deployed at KEMSA.

- Firm must provide at least two pairs of new uniform, one pair of boots, a sweater, a rain coat, a lanyard, a cap, a whistle, torch, PR 24 batons and note book for the guards to be deployed at KEMSA and must ensure that guards are smartly dressed at all times.
- The firm must ensure that guards deployed at KEMSA are checked at least three times per shift.
- The firm should commit itself in writing to be providing pay slips to the guards deployed at KEMSA at the end of every month.

3. **OPERATIONAL CAPACITY**

The bidding firm should provide evidence of its operational capacity which should include the following:

- Provision of transport pool available for security operations {provide evidence of ownership of pool of vehicles}
- Should demonstrate country wide spread and ability to offer services at both Headquarters and the regional installations belonging to KEMSA. {provide evidence of the regions where you have operations}
- Should provide evidence that they have a training school/ security trainers for conducting training for their security staff. Should provide evidence of professional qualification for the trainers.
- The bidding firm should provide evidence that their security guards take leave/off duty each year as required by the employment act
- The bidding firm should be ISO certified on management systems. {provide evidence}
- Firm should demonstrate sound Financial standing and adequate access to credit {should provide a current letter from the bank to that effect}
- Should provide evidence of at least 10 major clients to which the organization has rendered this particular service in the last five (5years). Provide evidence in form of contracts, LPO's, confirmation letters from your clients.
- Firm should provide a profile of the firm's directors, and the senior management team indicating their background, experience and educational /professional qualifications. {provide updated CVs and copies of certificates}

4. **LEGAL COMPLIANCE/MANDATORY REQUIREMENTS.**

- The bidding firm should demonstrate compliance to statutory obligations by providing proof of remittance to statutory requirements {NHIF, NSSF, WIBA}
- Certificate of registration/incorporation.

5. OPERATIONAL PLAN

The bidding firm should provide its security operational plan in regard to the following:

-

- Transport for the security guards and supervisors during replacement and emergency situations during day and night shifts. {provide evidence}
- The uniform issued to the security guards and their supervisors and the span of replacement. [Provide evidence]
- Demonstrate how communication between guards deployed to the various assignments and their offices is done.
- The firm Should demonstrate presence of a control room, physical location, professional qualification, training and experience of radio controllers {provide updated CVs, and copies of certificates}
- Firm should demonstrate that they have an emergency response plan available to their clients both day and during night shift. {provide evidence}
- Should provide evidence of having trained their security staff on emergency response including the frequency.
- Firm should provide current pay slips for at least five of their serving permanent supervisors, two of their senior guards and five of their security guards.

6. DAY/NIGHT GUARD DEPLOYMENT.

DEPOT	NIGHT SHIFT	DAY SHIFT		Total
	GUARD	GUARD	GUARDETTE	
COMMERCIAL STREET	3	2	2	7
EMBAKASI	5	4	3	12
BOLORE WAREHOUSES.	4	2	0	6
MOMBASA	1	1	0	2
MERU	1	1	0	2
NAKURU	2	1	1	4
ELDORET	1	1	1	3
KISUMU	1	1	0	2
GARISSA	1	1	0	2
NYERI	1	1	0	2
KAKAMEGA	1	1	0	2
SUNFLAG WAREHOUSES	6	6	1	13
GREENFIELD PLOT	2	2	0	4
TOTAL	29	24	8	61

N/B: Due diligence shall be undertaken as part of post qualification process to verify any information given by the bidding firms.

Interested bidders may make site visits where security guards will be deployed.

Section E: Price Schedule

KEMSA/ONT 9/2017-2019 - Provision of Security Services							
		NIGHT SHIFT	Day Shift		Total Guards	Unit price	Annual price
	Item (REGION/OFFICE)	GUARD	GUARD	GUARDETTE			
1	COMMERCIAL STREET	3	2	2	7		
2	EMBAKASI	5	4	3	12		
3	BOLORE WAREHOUSES.	4	2	0	6		
4	MOMBASA	1	1	0	2		
5	MERU	1	1	0	2		
6	NAKURU	2	1	1	4		
7	ELDORET	1	1	1	3		
8	KISUMU	1	1	0	2		
9	GARISSA	1	1	0	2		
10	NYERI	1	1	0	2		
11	KAKAMEGA	1	1	0	2		
12	SUNFLAG WAREHOUSES	6	6	1	13		
13	GREENFIELD PLOT	2	2	0	4		
	Total Annual Price						
	NAME:			Company seal			
	Signature:						
	Date:						
	Currency						

NOTE:

- 1. Bidders have to bid for all the above thirteen (13) regions. Bidders who do not bid for all regions shall be disqualified.**
- 2. The Successful bidder will be offered two year contract.**
- 3. The cost provided must be final inclusive of taxes.**

Section F: Tender Form

Date: _____

IFT No.: KEMSA/ONT9/2017-2019

Provision of Security Services

To: Kenya Medical Supplies Authority
P. o Box 47715-00100
Nairobi

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 supply and deliver.....
[Description of goods]
in conformity with the said tender documents for the sum of.....
[Total tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ Percent of the Contract Price for the due performance of the Contract, in the form prescribed by
[Procuring entity].
4. We agree to abide by this Tender for a period of..... [Number] days from the date fixed for tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

[signature] [in the capacity of]
Duly authorized to sign tender for and on behalf of ____

Section G: Tender Security Form

Date: _____

IFT No.: KEMSA/ONT9/2017-2019

Provision of Security Services

To: Kenya Medical Supplies Authority

WHEREAS [*insert: name of Tenderer*] (hereinafter called "the Tenderer") has submitted its tender dated [*insert: date of tender*] for the performance of the above-named Contract (hereinafter called "the Tender")

KNOW ALL PERSONS by these present that WE [*insert: name of bank*] of [*insert: address of bank*] (hereinafter called "the Bank") are bound unto [*insert: name of Purchaser*] (hereinafter called "the Purchaser") in the sum of: [*insert: amount*], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this [*insert: number*] day of [*insert: month*], [*insert: year*].

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers or
2. If the tenderer rejects the correction of an error upon prompt notice by the procuring entity and
3. If the tenderer, having been notified of the acceptance of his tender by the employer during the period of tender validity:

(a) Fails or refuses to execute the form of agreement in accordance with the instructions to tenderers if required or

(b) Fails or refuses to furnish the Performance Security, in accordance with instructions to tenderers

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

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

Date:

Signature of the Guarantor

(Witness)

(Seal)

Insurance Tender Security Form

IFT No.: KEMSA/ONT9/2017-2019

Provision of Security Services

To: Kenya Medical Supplies Authority

WHEREAS *[insert: name of Tenderer]* (hereinafter called "the Tenderer") has submitted its tender dated *[insert: date of tender]* for the performance of the above-named Contract (hereinafter called "the Tender")

KNOW ALL PERSONS by these present that WE *[insert: name of the insurance company]* of *[insert: address of insurance company]* (hereinafter called "the Guarantor") are bound unto *[insert: name of Purchaser]* (hereinafter called "the Purchaser") in the sum of: *[insert: amount]*, for which payment well and truly to be made to the said Purchaser, the guarantor binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

THE CONDITIONS of this obligation are:

- (a) If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers or
 2. If the tenderer rejects the correction of an error upon prompt notice by the procuring entity and
 3. If the tenderer, having been notified of the acceptance of his tender by the employer during the period of tender validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the instructions to tenderers if required or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with instructions to tenderers

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

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

Date:

Signature of the Guarantor

(Witness)

(Seal)

Section H: Anti - Corruption Policy in the Procurement Process

UNDERTAKING BY BIDDER ON ANTI - CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Here at KEMSA and also being one of the government entities mandated under the government Legal Notice number 466 of 2004 to procure, warehouse and distribute Essential Medicines and Medical Supplies to all the public health facilities in Kenya, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

The following is a requirement that every Bidder wishing to do business with KEMSA must comply with:

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3)
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
 - c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have

been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.

- e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Kenya Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

1. MEMORANDUM (FORMAT)

(Clause 62 and 66 of Kenya Public Procurement and Asset Disposal Act (PPADA) 2015

This company _____ (name of company) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

The company also confirms that it has not been debarred from participating in procurement proceedings

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Section I: Business Questionnaire

SUPPLIER BUSINESS DETAILS (fill in Block letters)		
Company name		
Company Post Office Address:		
Telephone Nos: Office No. ----- ----- Mobile No. ----- ----- _____ ____	Fax No. (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____ _____	e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____ _____

Company Registration Number: 1. Location of business premises ----- 2. Building name and number ----- 3. Floor Number ----- 4. Room number ----- 5. Plot Number ----- 6. VAT Certificate Number ----- 7. Local Authority License Number ----- Expiry Date ----- ----- 8. PIN certificate Number ----- 9. Website if any -----

when submitting your bid, please ensure that you submit copies of the following documents;

- 1. Copy of Certificate of incorporation**
- 2. Copy of current Tax Compliance Certificate**

Contact Name		Job Title
Telephone No. _____	Fax No. (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____	e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____
Main business activity		
Please NOTE giving false information in this section will lead to outright Disqualification from tendering process.		
Type of organization (please tick as necessary)		
<ol style="list-style-type: none"> 1. Partnership 2. Co-operative 3. Private Ltd. 4. Public Company 5. Other. 		
Type of premises (tick as necessary)	Freehold	
<ol style="list-style-type: none"> 1. factory, 2. warehouse 3. Other. 	Leasehold	

Names of executives

Chairman ----- Nationality -----
- Shares held -----

Managing Director ----- Nationality -----
-- Shares held -----

Company Secretary ----- Nationality -----
- Shares held -----

Name of Directors

1. ----- Nationality ----- Shares
held -----
2. ----- -Nationality ----- Shares
held -----
3. ----- Nationality ----- Shares
held -----
4. ----- Nationality -----
Shares held -----
5. -----Nationality -----
Shares held -----

Name and address of ultimate holding company and any subsidiary companies

Total no. of employees in group

No. of locations/premises in group

Member of a Trade Association?

Details of any Certification e.g. ISO 9000 (attach copies of valid certificates)

Name product(s) for which you act as an Authorized Dealer / Distributor and attach copies of valid certificates of authority.

- | | |
|----|----|
| 1. | 5. |
| 2. | 6. |
| 3. | 7. |
| 4. | 8. |

Bidders should only provide documentation for products they are offering to supply in the tender

Bank References and other details

A) Primary Bank (The Main Bank)

- 1) Name: -----
- 2) Postal Address: -----
- 3) Telephone Land line number;-----
- 4) Fax Number: -----
- 5) Email Address: -----

Name of the account: -----

Account number: -----

Number of years operated: -----

SECONDARY BANKERS (if applicable)

Bank name and address: -----

Name of the account: -----

Account number: -----

Years of operation -----

Commercial References

Provide names and contact details of four customers that have done business with you in the last three years.

A) Trade References - customer 1

Activity: -----

Period of relationship: (Year) -----

Contact name: -----

Fax no. -----

Email address: -----

Value of contract orders in USD-----

Telephone No. -----

Physical address; -----

B) Trade References - customer 2

Activity: ----- -----	Period of relationship: (Year) ----- -----
--------------------------	---

Contact name: ----- ----- -----	Fax no. ----- ----- Email address: ----- -----
---------------------------------------	---

Value of contract orders in USD-----

Telephone No. -----

Physical address; -----

Trade References - customer 3

Business Activity: ----- ----- ----- -----	Period of relationship (year) ----- -----
---	--

Contact name: ----- ----- ----- -----	Fax no.----- Email address: ----- -----
--	---

Value of contract orders in Kenya Shillings KSHS ----- -----

Telephone No. Mobile ----- -----
Telephone Number Land line ----- -----
Physical address: ----- -----

Trade References - customer 4	
Business Activity: ----- ----- ----- -----	Period of relationship (year) ----- -----

Contact name: ----- ----- -----	Fax no.----- Email address: ----- ---
---------------------------------------	---

Value of contract orders in Kenya Shillings KSHS -----

Telephone No. Mobile -----

Telephone Number Land line -----

Physical address: -----

SUPPORT SERVICES AVAILABLE

What after sales / warranty / spare parts / support services / local agent / repair are available?
(Please feel free to attach any further supporting information with this form)

DECLARATION BY THE APPLICANT

Full names: ----- -----	Job title of signatory:----- -----
Telephone Number mobile ----- -----	
Telephone No. Land Line ----- -----	

Signature of the applicant ----- ----- ----- -----	Date of application: ----- ----- /
---	--

Please affix company rubber stamp or seal

Section J: Performance Security Bank Guarantee (unconditional)

IFT No.: KEMSA/ONT9/2017-2019

Provision of Security Services

To: Kenya, Medical Supplies Authority (KEMSA).

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on [*insert: date*] between you and [*insert: name of Tenderer*] (“the Supplier”) concerning the supply and delivery of [*insert: a brief description of the Goods*]. By this letter we, the undersigned, [*insert: name of bank*], a bank (or company) organized under the laws of [*insert: country of bank*] and having its registered/principal office at [*insert: address of bank*], (hereinafter, “the Bank”) do hereby jointly and severally with the Tenderer irrevocably guarantee payment owed to you by the Tenderer, pursuant to the Contract, up to the sum of [*insert: amount in numbers and words*]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Tenderer to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Tenderer to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Tenderer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the

necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____

in the capacity of: [*insert: title or other appropriate designation*]

Common Seal of the Bank

Section K: Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- 1 THIS AGREEMENT made the ____ day of _____ 20____ between Kenya Medical Supplies Authority of Kenya (hereinafter called “the Procuring entity”) of the one part and [*insert: name of Tenderer*], a corporation incorporated under the laws of [*insert: country of Tenderer*] and having its principal place of business at [*insert: address of Tenderer*] (hereinafter called “the Supplier”).
- 2 WHEREAS the Procuring entity invited tenders for certain goods and ancillary services, viz., Non Pharmaceuticals(Surgical Dressings & Tape) and has accepted a tender by the tenderer for the supply of those goods and services in the sum of [*insert: contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 2.4.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2.4.2 The following documents shall constitute the Contract between the Purchaser and the Tenderer, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
 - (e) The Supplier’s tender and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) The Supplier’s Acceptance letter
 - (h) [*Add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Procuring Entity hereby covenants to pay the Tenderer in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Procuring Entity

Signed: _____
in the capacity of [*insert: title or other appropriate designation*]

in the presence of _____

For and on behalf of the Tenderer

Signed: _____
in the capacity of [*insert: title or other appropriate designation*]

in the presence of _____

CONTRACT AGREEMENT

dated the [*insert: number*] day of [*insert: month*], [*insert: year*]

BETWEEN

Kenya Medical Supplies Authority, "the Purchaser"

and

[*insert: name of Tenderer*], "the Supplier"

Section L. Evaluation Criteria

STAGE 1: Preliminary Examination

1. Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1, 2, 3..... n where n is the last page) **(MANDATORY)**.
2. Copy of Certificate of Incorporation. **(MANDATORY)**.
3. Copy of current Tax Compliance Certificate **(MANDATORY)**
4. Anti-Corruption Declaration **must be signed (MANDATORY)**.
5. Tender form duly **completed and signed (MANDATORY)**.
6. Original Bid Security provided and valid for 120 days from date of tender opening. Value of Bid Security should be **Kshs. 240,000.00** or equivalent in a freely convertible currency. **(MANDATORY)**.
7. National Social Security Fund (NSSF) compliance certificate **(MANDATORY)**.
8. National Hospital Insurance Fund (NHIF) compliance certificate **(MANDATORY)**.
9. Provide evidence of membership from a **RECOGNIZED** professional security body **(MANDATORY)**.
10. Business questionnaire duly completed.
11. The bidding firm should demonstrate that they vet the security operations staff to the required standard; valid police clearance certificate from CID for at least five staff should be attached as evidence. **(MANDATORY)**
12. The bidding firm must demonstrate that the guard force has undergone basic security training (attach copies of certificates of least 5 guards currently with the firm and a copy of the training programme). **(MANDATORY)**
13. Communication equipment available for use by the security staff {VHF radio communication and control room/Centre {provide evidence of operating VHF radio communication and control room} **(MANDATORY)**
14. A Copy of insurance policy document indicating compliance to the work injuries benefits Act, [WIBA]. **(MANDATORY)**
15. Should demonstrate that they have a liability insurance cover in the event there is theft during the period of contract with the client. {provide evidence}. **(MANDATORY)**
16. The firm should provide evidence of membership with a professional security body. **(MANDATORY)**

NOTE: Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

Documentary evidence must be provided for the requirements stated above to qualify for Technical Evaluation.

STAGE 2: TECHNICAL EVALUATION

Examination of Documents

Documents submitted by Tenderers will be subjected to a detailed examination to confirm that they have provided documentary evidence to support all the requirements:

SECURITY HUMAN RESOURCE CAPACITY.

The bidding firm should provide evidence of its Human resource capacity which should include the following:

Security Operations team

- Number of technical staff to supervise the contract should include Operation Manager{s} and supervisor{s}. Manager **20marks**, supervisor **10marks** (provide evidence)
- Minimum qualification for the Operations Manager should be at least a Degree in Security management or its equivalent from a recognized institution (attach certificates). Degree **10 marks**, Diploma **5 marks**.
- Operations Manager should have at least 15 years experience in Corporate security. {attach signed CV} 15yrs and above **15 marks**, 10-14yrs **10marks**, 5-9 years **5marks**, below 5yrs- Zero
- Supervisor should have at least a Diploma or a certificate in Security related training (provide certificates) Diploma **10Marks**, certificate **5marks**.
- Supervisor should have at least 7 years experience in the same capacity gained in a reputable private security organization{attach updated Signed CV} 7yrs and above **10marks**, below 7 years Zero.
- The bidding firm should demonstrate continuous professional development for key staff in Security operation. At least twice per year for the last 5 years. {provide evidence} **10 marks** twice a year for the last 5 yrs. **5 marks** once per year for the last 5 years and twice per year for the last 3yrs
- The bidding firm should demonstrate that their security guards on duty are checked at least three times per shift. {provide evidence on the frequency of checks/ visits by the supervisors per shift} **6 marks** for three checks, **4 marks** for two checks, **2 marks** for one check and Zero marks for None.
- The bidding firm is required to demonstrate that they recruit guards who have at least attained a D Plus in form 4 {should attach at least 4 copies of academic certificates for 4 guards currently in their employment} **5 marks** D Plus and above, below D Plus Zero.

OPERATIONAL CAPACITY

The bidding firm should provide evidence of its operational capacity which should include the following:

- Provision of transport pool available for security operations {provide evidence of ownership of pool of vehicles} 10 Vehicles and above **5marks**, below 10 vehicles **Zero**.
- Should demonstrate country wide spread and ability to offer services at both Headquarters and the regional installations belonging to KEMSA. {provide evidence of the regions where you have operations) **10 marks** if you have operations in all areas where KEMSA requires to deploy guards, **5 marks** if you have operations in 5 areas and above. Below five areas **Zero**.
- Should provide evidence that they have a training school/ security trainers for conducting training for their security staff. Should provide evidence of professional qualification for the trainers. **10 marks**
- The bidding firm should provide evidence that their security guards take leave/off duty each year as required by the employment act **10 marks**.
- The bidding firm should be ISO certified on management systems. {provide evidence} **5 marks**
- Firm should demonstrate sound Financial standing and adequate access to credit {should provide a current letter from the bank to that effect} **5 marks**.
- Should provide evidence of at least 10 major clients to which the organization has rendered this particular service in the last five (5years). Provide evidence in form of contracts, LPO's, confirmation letters from your clients. Ten clients and above **10 marks** 5- 9 clients **5marks**, below five clients **Zero Marks**.
- Firm should provide a profile of the firm's directors, and the senior management team indicating their background, experience and educational /professional qualifications. {provide updated CVs and copies of certificates} **5 marks**.

OPERATIONAL PLAN (10 marks)

The bidding firm should provide its security operational plan in regard to the following:

- Transport for the security guards and supervisors during replacement and emergency situations during day and night shifts. {provide evidence}
- The uniform issued to the security guards and their supervisors and the span of replacement. [Provide evidence]
- Demonstrate how communication between guards deployed to the various assignments and their offices is done.

- The firm Should demonstrate presence of a control room, physical location, professional qualification, training and experience of radio controllers {provide updated CVs, and copies of certificates}
- Firm should demonstrate that they have an emergency response plan available to their clients both day and during night shift. {provide evidence}
- Should provide evidence of having trained their security staff on emergency response including the frequency.
- Firm should provide current pay slips for at least five of their serving permanent supervisors, two of their senior guards and five of their security guards.

All information / documents provided by bidding firms will be subjected to verification by KEMSA.

NOTE:

The pass mark is 80%. Bidders who score 80% and above shall proceed to the next stage and the rest shall be disqualified.

STAGE 3: FINANCIAL EVALUATION

Bidders who are successful at preceding stages of evaluation will have their prices compared and award recommended to the lowest evaluated responsive bidder.