



**PROVISION OF SECURITY AND GUARDING SERVICES  
TO  
KENYA AIRPORTS AUTHORITY  
AT**

- 1. Jomo Kenyatta International Airport**
- 2. Isiolo Airport**
- 3. Nanyuki Airstrip**
- 4. Nyaribo Airstrip**
- 5. Kabunde Airstrip**

**TENDER NO: KAA/OT/SEC/0004/2019-2020**

**MANAGING DIRECTOR  
KENYA AIRPORTS AUTHORITY  
P.O. BOX. 19001-00501  
NAIROBI**

**GENERAL MANAGER SECURITY SERVICES  
KENYA AIRPORTS AUTHORITY  
P.O. BOX. 19001-00501  
NAIROBI**

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## **SECTION I – INVITATION TO TENDER**

**TENDER NO: KAA/OT/SEC/0004/2019-2020**

**DATE: 17<sup>TH</sup> JULY 2019**

### **TENDER NAME: PROVISION OF SECURITY AND GUARDING SERVICES TO KENYA AIRPORTS AUTHORITY**

- 1.1 The Kenya Airports Authority (KAA) invites bids from eligible candidates to **Provision of Security Guarding Service** for a period of one year renewable for two more years subject to satisfactory performance.
- 1.2 Interested eligible firms may obtain further information and inspect the tender documents at the Kenya Airports Authority Headquarters at JKIA, 2nd Floor, office of the GM (Procurement & Logistics) from **8.00 am to 5.00 pm** local time, Monday to Friday except lunch time between **1.00 pm and 2.00 pm** and on public holidays
- 1.3 A complete set of tender documents should be downloaded from Kenya Airports Authority website ([www.kaa.go.ke](http://www.kaa.go.ke)) or Public Procurement Information Portal ([ppip.go.ke](http://ppip.go.ke)) and thereafter bidders should forward their company's details to [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) so that any addendum/clarifications can be sent to their email address.
- 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 serialized from the first to the last page are to be enclosed in plain sealed envelopes marked with tender number and description be deposited in the Tender Box on Second Floor, Kenya Airports Authority Headquarters, North Airport Road, Nairobi, to be addressed to:

**MANAGING DIRECTOR/CEO  
KENYA AIRPORTS AUTHORITY  
P.O. BOX. 19001 – 00501  
NAIROBI.**

so as to be received on or before **2<sup>nd</sup> August 2019 at 11:00 am.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Conference Room, 1th Floor, Kenya Airports Authority Headquarters complex building.
- 1.7 Tenders must be accompanied by a Tender Security of Kenya shillings Six Hundred Thousand only (KES.600,000.00) in any of the forms specified in the

appendix to the instruction to the tenders .

- 1.8. There shall be a pre-bid meeting which will be held on **31<sup>st</sup> July 2019** at 10.00 am at the conference room, 5<sup>th</sup> Floor, Kenya Airports Authority Headquarters.
- 1.9 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website [www.kaa.go.ke](http://www.kaa.go.ke). All bidders are advised to regularly check the website during the bidding period.
- 2.0 The Authority reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept lowest or any tender.
- 2.1 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

**GM (PROCUREMENT & LOGISTICS)**  
**FOR: MANAGING DIRECTOR**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1. This Invitation to tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. KAA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KAA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KAA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 KAA shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

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

- i) Instructions to Tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of documents**

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

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

2.5.3. In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, KAA, 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 KAA, 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) Filled confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, 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 KAA within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers



## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to KAA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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

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

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

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

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Public Procurement and Oversight Authority.
- c) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by KAA as non-responsive, pursuant to paragraph 2.20

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

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 KAA 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 26
  - (ii) To furnish performance security in accordance with paragraph 27.
- (c) If the tenderer rejects, correction of an error in the tender.

### **2.13 Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by KAA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KAA as non-responsive.
- 2.13.2 In exceptional circumstances, KAA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14 Format and Signing of Tender**

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY."

The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

- (a) Be addressed to KAA 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 2<sup>nd</sup> August, 2019 at 11.00 am.**

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

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

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by KAA at the address specified under paragraph 2.15.2 no later than **2<sup>nd</sup> August, 2019 at 11.00 am**

2.16.2 KAA 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 KAA 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 KAA 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 KAA 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 KAA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 KAA shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 KAA will open all tenders in the presence of Tenderers' representatives who choose to attend, on **2<sup>nd</sup> August, 2019 at 11.00 am** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 KAA will prepare minutes of the tender opening which will be submitted to the Tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

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

Comparison or contract award decisions may result in the rejection of the Tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

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

there is a discrepancy between words and figures, the amount in words will prevail.

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

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

2.20.5 If a tender is not substantially responsive, it will be rejected by KAA and may not subsequently be made responsive by the tenderer through correction of the non-conformity.

## 2.21 **Conversion to a single currency**

2.21.1 Where other currencies are used, KAA 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 KAA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

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

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

2.22.4 Pursuant to paragraph 22.3, the following evaluation methods will be applied:

### (a) **Operational Plan.**

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

offering to perform longer than KAA's required delivery time will be treated as non-responsive and rejected.

**(b) Deviation in payment schedule.**

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

2.22.5 The tender processing committee shall evaluate the tender within 15 days from the date of opening the tender.

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

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

**2.23. Contacting KAA**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KAA 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 KAA 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, KAA 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 KAA 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 KAA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.4 KAA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 KAA 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 the grounds for KAA's action. If KAA determines that none of the Tenderers is responsive; KAA shall notify each tenderer who submitted a tender.

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

**2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KAA pursuant to clause 2.26.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, KAA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

**2.26 Signing of Contract**

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

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

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award BUT not before expiry of 7 days unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 Within twenty eight (28) days of the receipt of notification of award from KAA, 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 KAA.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KAA may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 KAA 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 KAA 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

Instructions to Tenderers	Particulars of appendix to instructions to tenderer
2.1	<p><b>Eligible Tenderers</b> Registered private security services providers.</p>
2.4.1	<p><b>Clarification of documents</b> KAA will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by KAA</p>
2.10	<p><b>Prices</b> Prices must be in Kenya Shillings only and must be inclusive of all taxes</p>
2.12	<p><b>Tender Security</b> Bidders shall provide a tender security of <b>Kshs.600, 000.00</b> and shall be valid for a period of <b>150 days</b> from the date of tender opening. It shall be in any of the following forms: 1. Cash or banker's cheques 2. A bank guarantee, 3. Insurance guarantee (must have printed policy number on it) from Insurance Companies approved by the Public Procurement Regulatory Authority,</p>
2.13.1	<p><b>Tender Validity</b> The tender shall remain valid for a period of 120 days from the date of opening.</p>
2.16	<p>Closing date shall be <b>2<sup>nd</sup> August, 2019 at 11.00 am</b></p>
2.24	<p>As a post qualification requirement, the Procuring Entity's representatives shall visit the lowest evaluated bidder's premises to authenticate all technical requirements as listed in Section VI</p>

## **EVALUATION CRITERIA**

1. Preliminary /Mandatory Evaluation
2. Technical Evaluation
3. Financial Evaluation

### **I. PRELIMINARY /MANDATORY EVALUATION**

<b>No.</b>	<b>Mandatory Requirements</b>
1.	Duly filled form of Tender.
2.	Original Tender security of <b>Kshs 600,000</b> in the form described Appendix to Instructions to tenderers herein valid for <b>150 days</b> from the date of opening of the tender.
3.	Copy of valid Tax Compliance Certificate
4.	Copy of valid business permit
5.	Duly filled and signed confidential business questionnaire.
6.	Copy of Certificate of Incorporation/Registration
7.	Dully filled and signed Self Declaration form/Anti-corruption declaration in the format provided.
8.	Copy of Certificate of registration as a member of private security providers association i.e. Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA).
9.	Copy of valid frequency license (not payment receipts) from Communication Authority of Kenya (CAK)
10.	Copy of CR12 valid for a period of one year from the date of issuance. Where one or more of the shareholders is a company (beneficial ownership), the CR12 of such a company shall be provided
11.	Bidders must submit the minimum salary per guard which should be in compliance with gazetted minimum wages. Provide a written a letter indicating the salary inclusive all taxes.
12.	

**N/B:** Failure to comply / submit any of the above requirements shall lead to automatic disqualification from further evaluation.

## 2. TECHNICAL EVALUATION

Technical evaluation criteria will be as follows:-

Criteria	Method Of Evaluation
<b>Firm's experience</b>	Firm's experience of not less than 10 years. (Provide at least three (3) projects handled in the last three years. Attach copies of contracts, LPOs or LSOs )
<b>Recommendations</b>	Attach recommendation letters from at least three (3) clients for similar services rendered within the last three years
<b>Equipment</b>	<p>Bidders shall provide proof of ownership or lease by providing copies of log books or valid lease agreements for the following:-Number of operational vehicles and motor cycles</p> <ol style="list-style-type: none"> <li>1. 5 No. vehicles</li> <li>2. 5 No. motor cycles</li> </ol> <p>The bidder shall have 10 owned under vehicle search optical equipment for use when carrying out the motor vehicle search (Attach the data sheet for equipment to be used)</p> <p>The bidder shall have 10 owned hand held metal detectors (Attach purchase receipts or photos)</p> <p>The bidder must demonstrate that they have operational Radio (Two way VHF) communications, which shall be provided to the guards on duty and mounted at the Airport (attach CAK radio communication license certificate)</p> <p>The bidder must have at least two (2) dedicated security patrol vehicles which shall be based at the airport and fitted with VHF Radio Communication System (Attach proof e.g. photograph of the said vehicle including registration number plate and ownership)</p>

<b>Personnel</b>	The bidder shall demonstrate that they have at their disposal Security Trained Personnel to undertake security and guarding duties (Attach syllabus and Training Program)
	The bidder shall submit Qualifications and Experiences of at least four key operations Personnel as follows;
	<b>(a) Two Supervisors</b>
	Minimum Diploma qualification in security related field (attach copies of academic certificates)
	Holder of a valid Police Clearance Certificate from Directorate of Criminal Investigations (DCI) (attach copies)
	Personnel trained on Radio Communication, Supervisory Course and customer care (attach copy of certificates)
	At least 5 years experience as a Supervisor (Attach signed curriculum vitae (CV) by the employer and employee)
	<b>(b) Ten (10) guards with the following qualifications;</b>
	Minimum 'O' level certificate (attach copies of academic certificates)
	Holder of a Valid Police Clearance Certificate from Directorate of Criminal Investigations (DCI) (attach a copy)
Personnel trained on Radio Communication and customer care (attach certificate copies)	
	At least 3 years experience as a security guard (Attach signed curriculum vitae (CV) by the employer and employee)

**NB: Bidders who are not substantially responsive to the above criteria shall be disqualified and not evaluated further.**

### **3. FINANCIAL EVALUATION**

At this stage the tender shall be evaluated based on the price schedule and form of tender provided.

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity as required by Clause 82 of The Public Procurement and Asset Disposal Act, 2015.

The award will be based on the lowest evaluated bidder.

**NOTE:**

Bidders are hereby notified that due diligence may be carried out on the information provided. Any false information provided will lead to automatic disqualification.

All the pages of the bidding document shall be initialed and serialized from the first to the last page including all the attachments

**SECTION III GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between KAA and the tenderer as recorded in the Contract Form duly 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 KAA under the Contract.
- d) “KAA” 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 superseded by provisions of other parts of the contract.

### **3.3 Standards**

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

### **3.5 Patent Right's**

The tenderer shall indemnify KAA 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**

Within twenty (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KAA 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 KAA 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 KAA and shall be in the form of:

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

3.6.4 The performance security will be discharged by KAA 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 KAA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KAA 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 KAA.

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

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 KAA'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 KAA's prior written consent.

### **3.11 Termination for Default**

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

In the event KAA 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 KAA for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

3.13.1 KAA 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 KAA's 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 KAA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

KAA 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 These Special Conditions of contract shall apply in regard to this contract. Whenever there is a conflict between the conditions of contract and the special condition of contract, the provision herein shall prevail and supersede over those in the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	<p><b>Performance Security</b> The amount of performance security shall be: Ten (10) percent of the Contract Price. The performance security shall be in the form of either:</p> <ul style="list-style-type: none"> <li>a) Cash or bankers cheque,</li> <li>b) A bank guarantee,</li> <li>c) Such insurance guarantee as may be acceptable to the Kenya Airports Authority - policy number must be submitted, and approved by Public Procurement Regulatory Authority PPRA</li> </ul>
3.8	<p><b>Payment</b> Payment shall be made after inspection and acceptance within 30 days after submission of invoice.</p>
3.9	<p><b>Prices</b> Prices shall be inclusive of all taxes.</p>
3.14	<p><b>Resolution of disputes</b> Any dispute directly or indirectly connected with this contract shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between both parties.</p> <p>If the effort to resolve all or any of the disputes through mutual settlements fails, such disputes shall be referred to the conciliator to be appointed by the mutual agreement of both KAA and the supplier.</p> <p>The settlement agreement shall be final and binding on the parties.</p>

	<p>The cost of conciliation shall be met equally by both parties.</p> <p>The conciliation should not take longer than 7 days and the report from the conciliator shall be submitted to both parties within 14 days thereafter.</p>
3.17	<p><b>Applicable Law.</b> Laws of Kenya and the Arbitration Act of Kenya.</p>
3.18	<p><b>Notices</b> The Managing Director, Kenya Airports Authority, Headquarters Building, Airport North Road, P. O. Box 19001-00501, Nairobi, Kenya <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></p>
	<p>The successful bidder shall be required to enter into a Service Level Agreement ( SLA) with Kenya Airports Authority.</p>
	<p>The successful bidder shall meet the cost of training, airport passes, toll and parking charges as well as make arrangements for their staff transport and meals.</p>

## **4.0 SERVICE LEVEL AGREEMENT**

The following clauses shall form part of the service level agreement with the successful bidder.

- 4.2** Whenever a need arises for extension or variation of the contract, Kenya Airports Authority shall have the right to use the rates provided for in the existing contract for payment.
- 4.3** Any liabilities resulting from negligence of the contractor while discharging or failing to discharge duties shall be borne by the contractor in full
- 4.4** The staff deployed shall consist of a mixture of male and female to facilitate screening and search
- 4.5** In the event of a separation, leave or training the contractor shall endeavor to notify KAA user department in advance at least 7 days before effecting any staff changes. In the event of sickness or any other emergency the contractor shall inform the user contact person immediately

## **4.6 CONTRACT DOCUMENTS**

- 4.6.1** The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
  - a) Agreement,
  - b) Contractors Tender
  - c) Letter of Award and Acceptance,
  - d) General Conditions of Contract and Special Conditions of contract
  - e) Technical Specifications,
  - f) Schedule of Rates
  - g) Copy of Performance Bond
  - h) Tenderer Statement of compliance
  - i) Key Performance Indicators and Services Level Agreement as will be agreed by both parties

## **4.7 EMPLOYER'S REPRESENTATIVE'S DECISIONS**

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

## **4.8 INSTRUCTIONS**

- 4.8.1** The Contractor shall carry out all instructions of the KAA's Representative which are in accordance with the Contract.
- 4.8.2** All verbal instructions to the Contractor shall as soon as possible after such instructions have been made be confirmed in writing by **the Airport Manager/ Contract Manager/Representative.**

#### **4.9 MANAGEMENT MEETINGS**

- 4.9.1 A Contract top management meeting shall be held quarterly and attended by the Employer's Representative and the Contractor. Its business shall be to evaluate periodic performance of the work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the top management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 4.9.2 An informal meeting between the supervisor of the contract and KAA representative shall be held when deemed necessary. Any results from this meeting shall reflect on the monthly evaluation and performance assessment.
- 4.9.3 Communication between parties shall be effective only when in writing.

#### **4.10 DURATION OF CONTRACT**

- 4.10.1 This Agreement shall unless extended by both parties terminate at the end of three (3) year from the commencement date.

#### **4.11 TERMINATION**

- 4.11.1 KAA may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:
- a) **By Breach of Contract**
    - i) The Contractor frequently fails to provide services of acceptable standards set by KAA in the performance of this Agreement and
    - ii) The Contractor fails to perform any other obligation under this Agreement.
  - b) **By Agreement**

Either party may terminate the Agreement by giving to the other party three (3) months' notice in writing or payment of three (3) months to offset fees and charges in lieu of such notice;
- 4.11.2 On termination of this Agreement, whosoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer's premises.

#### **4.12 CONFIDENTIALITY**

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

#### **4.13 ASSIGNMENT**

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

#### **4.14 SUB-CONTRACT**

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

#### **4.15 PAYMENT TERMS**

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

#### **4.16 STAFF IDENTIFICATION**

4.16.1 The contractor shall provide uniforms and name tags which shall be worn all the time. The contractor shall provide to KAA a list of staff and the copies of their National Identity Cards. Where there are changes in staffing KAA should be notified prior to deployment of the new staff.

#### **4.17 PERFORMANCE SECURITY**

4.17.1 The Contractor shall before executing this agreement furnish KAA with a Performance security from a reputable commercial bank whose value shall be equivalent to **Ten per cent (10%) of the annual Contract Value**. The performance security will have a one year value, renewable three months before the expiry of each year of the contract period.

#### **4.18 NOTICE ADDRESSES**

4.18.1 Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by Email and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

#### **4.19 TENDER PRICES**

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

#### **4.20 INSURANCE**

4.20.1 The Contractor shall insure its personnel engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of

negligence or default of KAA, its servants or agents. The Contractor will indemnify KAA against all actions, claims and demands in respect of such injury.

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

#### **4.21 LIQUIDATED DAMAGES**

4.21.1 If the contractor fails to provide any or all of the services within the period(s) specified in the contract, KAA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to the contract sum until actual delivery of services, up to a maximum deduction of 10% of the unperformed services. After this KAA may consider terminating the contract.

#### **4.22 PARKING CHARGES**

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

#### **4.20 Tendering Notes**

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

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

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

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

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



## SECTION V – SCHEDULE OF REQUIREMENTS

### Contracted Security Guarding Areas and Personnel Deployment

#### KAA HQS AND JKIA (LOT 1)

No.	AREA	DAY GUARDS (NO)	NIGHT GUARDS (NO)	TOTAL
1.	Main gate - KAA Hqs	4	3	7
2.	Main Reception desk –	2	1	3
3.	Car parks – KAA Hqs	1	-	1
4.	PMO building	1	1	2
5.	KAHL Gate – Cargo terminal	5	4	9
6.	Cargo Parking	2	2	4
7.	M- Station	1	2	3
8.	Administration Reception(JKIA)	1	1	2
9.	Parking Garage	8	8	16
10.	Elephant R/ about	1	2	3
11.	Met station	2	2	4
12.	Parking 9	1	2	3
13.	Parking 10	1	2	3
14.	Parking 11	1	1	2
15.	Parking 12	1	1	2
16.	Data Centre	1	1	2
17.	PABX	1	2	3
18.	Green Field Site	2	2	4
19.	Substation 10	2	2	4
20.	Approach 06	2	2	4
21.	Taxiway Golf	2	2	4
22.	TNT	2	-	2
23.	Dakawoor	2	-	2
24.	PSY	2	-	2
25.	Supervisor	1	1	2
26.	Patrol Vehicle	1	1	1
	<b>TOTAL</b>	<b>49</b>	<b>44</b>	<b>93</b>

#### **ISIOLO AIRPORT (LOT 2)**

No.	AREA	DAY GUARDS (NO)	NIGHT GUARDS (NO)	TOTAL
	<b>Guarding and patrol of</b>	<b>4</b>	<b>2</b>	<b>6</b>

	<b>terminal and administration buildings</b>			
	<b>Total</b>	<b>4</b>	<b>2</b>	<b>6</b>

<b>NYARIBO AIRSTRIP (LOT 3)</b>				
<b>No.</b>	<b>AREA</b>	<b>DAY GUARDS (NO)</b>	<b>NIGHT GUARDS (NO)</b>	<b>TOTAL</b>
	<b>Guarding and patrol of the Airstrip</b>	<b>2</b>	<b>2</b>	<b>4</b>
	<b>Total</b>	<b>2</b>	<b>2</b>	<b>4</b>
<b>NANYUKI AIRSTRIP (LOT 4)</b>				
<b>No.</b>	<b>AREA</b>	<b>DAY GUARDS (NO)</b>	<b>NIGHT GUARDS (NO)</b>	<b>TOTAL</b>
	<b>Guarding and patrol of the Airstrip</b>	<b>2</b>	<b>2</b>	<b>4</b>
	<b>Total</b>	<b>2</b>	<b>2</b>	<b>4</b>
<b>KABUNDE AIRSTRIP (LOT 5)</b>				
<b>No.</b>	<b>AREA</b>	<b>DAY GUARDS (NO)</b>	<b>NIGHT GUARDS (NO)</b>	<b>TOTAL</b>
	<b>Guarding and patrol of the Airstrip</b>	<b>3</b>	<b>2</b>	<b>5</b>
	<b>Total</b>	<b>3</b>	<b>2</b>	<b>5</b>
	<b>GRAND TOTAL</b>	<b>60</b>	<b>52</b>	<b>112</b>

**Note:**

**The guards required above will be deployed to guard during day and night (round the clock). Additional guards may be required as and when required at the indicated unit rate per guard.**

## **SECTION VI TECHNICAL SPECIFICATIONS / DESCRIPTION OF SERVICES**

### **INTRODUCTION, BACKGROUND AND SCOPE OF WORK**

The Kenya Airports Authority (KAA) is a Government Institution established in 1991 by an act of Parliament to provide facilitative infrastructure for civil aviation services in the country.

Its vision is to facilitate “Globally competitive airport facilities and services”. KAA’s core values include:

- ✓ Customer Focus.
- ✓ Team Spirit.
- ✓ Integrity.
- ✓ Professionalism.
- ✓ Innovation.
- ✓ Good Governance.

#### **Scope of Services**

Kenya Airports Authority is looking for a competent security firm to provide security guarding services for a period of three years. All guards to be deployed if successful must be well trained security personnel of Form Four level of education and above. The services to be offered by the contractor shall include but not limited to:

#### **The Details of Service Specifications are as follows:**

- I. Safeguarding and protecting the KAA’s personnel, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none KAA’s property located at KAA’s client’s premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required providing continuous surveillance. While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the shift supervisor and close and lock

- gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
2. Ensure that all the regulations of the KAA affecting the security and Safety of property in guarded premises are carried out. A copy of work instructions shall be given to the winning contractor together with other contract documents.
  3. Any interference to the perimeter fence and facilities shall be identified and reported to KAA Security immediately.
  4. Shall detect and deter the commission of crimes within the facility.
  5. Detain any person committing or with reasonable cause to be suspected in the act of committing a cognizable offence.
  6. The Security Firm shall be familiar with emergency response procedures. Emergency response minimum time is 15 minutes.
  7. Ensure that fire-fighting equipment remain in designated locations and are not interfered with.
  8. Implement the contractor's right to search passengers where applicable, employees other airport users and their vehicles by using security equipment such as under vehicle search mirrors, HHMD and physical search.
  9. Ensure that before KAA's property is removed, authorization is obtained from the relevant persons.
  10. Maintain an occurrence book to record daily occurrences.
  11. The successful bidder shall be liable for any loss suffered by KAA caused by the contractor's employees.
  12. The successful bidder shall be able to send a quick response and backup crew to the client premises at a short notice as and when emergencies occur.
  13. The successful bidder shall supply guards with high integrity, well-groomed and presentable in full uniforms.
  14. Successful bidders shall be forwarding weekly, monthly, quarterly and annual security reports to GMSS.
  15. Successful bidder shall supply police clearance certificates of security guards before deployment.

16. To perform guarding duties in conjunction and in consultation with the company security officers, police, civil protection organizations, fire brigade and other similar organizations.
17. To adhere to the norms and regulations established by KAA and the government.
18. To carry out security duties by ensuring maximum customer care, both internal and external.
19. Guards must report on duty 30 minutes before change over time. They should not leave place of duty assigned to them until otherwise relieved or on reasonable course or while pursuing a suspect.
20. The supervisor must be provided with motor cycle which must be available on 24hours
21. To handover/takeover any equipment, keys, materials or any resource in their possession or control or supplied by KAA by virtue of their duty in the company, whenever absent or off duty due to sickness, leave or away on any other course. A hand over/ Take over book shall be kept by the contractor.
22. The contractor shall ensure all persons presented for security service at the Airport /Airstrip meet the following minimum qualifications, which may be inspected from time to time.
  - a) Form four level of Education and above
  - b) Valid Certificate of Police Clearance
  - c) Valid national Identification Document
  - d) Guards with security oriented training highly recommended
23. The contractor shall ensure his staff serving in the airport undertake basic in-house training programmes provided by KAA (on Payment) to enhance the capacity of guards to operate at an airport:
  - a) General Airport Operations
  - b) Aviation Security Awareness
  - c) Safety Awareness
  - d) Customer Care

- e) Fire and Rescue
- f) First Aid techniques

## SECTION VII- STANDARD FORMS

### Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to Tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to Tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to KAA pursuant to instructions to Tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and KAA in accordance with the instructions to Tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the Tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to KAA and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VII - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
9. Site visit form



## PRICE SCHEDULE OF SERVICES

### LOT 1 JKIA

Description	Quantity	Unit price (Kshs)per month	Total price (Kshs) per month	Total price per year
Security Guards Salary	91			
Supervisor	2			
Patrol vehicle	1			
Supervisory, Management and applicable profits				
Add 16% or other applicable taxes				
Grand Total carried to form of tender				

Signature of tenderer \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

## PRICE SCHEDULE OF SERVICES

### LOT 2 ISIOLO

Description	Quantity	Unit price (Kshs)per month	Total price (Kshs) per month	Total price per year
Security Guards Salary	4			
Supervisory, Management and applicable profits				
Add 16% or other applicable taxes				

Grand Total carried to form of tender				
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Signature \_\_\_\_\_ of \_\_\_\_\_ tenderer

Note: In case of discrepancy between unit price and total, the unit price shall prevail

### PRICE SCHEDULE OF SERVICES

#### LOT 3 NYARIBO

Description	Quantity	Unit price (Kshs)per month	Total price (Kshs) per month	Total price per year
Security Guards Salary	4			
Supervisory, Management and applicable profits				
Add 16% or other applicable taxes				
Grand Total carried to form of tender				

Signature of tenderer \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail

## PRICE SCHEDULE OF SERVICES

### LOT 4 NANYUKI

Description	Quantity	Unit price (Kshs)per month	Total price (Kshs) per month	Total price per year
Security Guards Salary	4			
Supervisory, Management and applicable profits				
Add 16% or other applicable taxes				
Grand Total carried to form of tender				

Signature of tenderer \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail

## PRICE SCHEDULE OF SERVICES

### LOT 5 KABUNDE

Description	Quantity	Unit price (Kshs)per month	Total price (Kshs) per month	Total price per year
Security Guards Salary	5			
Supervisory, Management and applicable profits				
Add 16% or other applicable taxes				

Grand Total carried to form of tender				
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Signature \_\_\_\_\_ of \_\_\_\_\_ tenderer

### PRICE SCHEDULE FOR TRAINING & SECURITY PASSES

Description	Quantity	Price per guard	Total price on deployment
Provisional Sum for Training	115	3,000.00 inclusive of taxes per training	345,000.00
Provisional Sum for Security Passes	115	3,000.00 inclusive of taxes per year	345,000.00
Grand Total carried to form of tender			690,000.00

Please note any changes in deployment will attract training charges of Kshs.3,000 and security pass charge of kshs. 3,000 per guard per year.

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

**Form of Tender**

To: \_\_\_\_\_ Date \_\_\_\_\_

Name and address of procuring entity \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

Gentlemen and/or Ladies:-

I. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide **PROVISION OF SECURITY AND GUARDING SERVICES TO KENYA AIRPORTS AUTHORITY** ) under this tender in conformity with the said Tender document for the sum of:

Year 1: ..... [amount in words and figures]

Year 2: ..... [amount in words and figures]

Year 3: ..... [amount in words and figures]

Total: ..... [Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of 120 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 \_\_\_\_\_

**SELF-DECLARATION FORM  
ANTI-CORRUPTION DECLARATION**

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

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

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

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

...

Company Seal/Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

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

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

Company Seal/Business Stamp

**NON-DEBARMENT DECLARATION**

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

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

...

Company Seal/Business Stamp

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

**Part I General**

Business Name .....

Location of Business Premises .....

Plot No, ..... Street/Road .....

Postal address ..... Tel No. .... Fax Email .....

.....

Nature of Business .....

Registration Certificate No. ....

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

Name of your bankers.....

.....

Branch .....

<b>Part 2 (a) – Sole Proprietor</b>			
Your name in full.....Age.....			
Nationality.....Country of Origin.....			
Citizenship details			
.....			
<b>Part 2 (b) – Partnership</b>			
Given details of partners as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
<b>Part 2 (c) – Registered Company</b>			
Private or Public			
State the nominal and issued capital of company			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Date.....Signature of Candidate.....			

**CERTIFICATE OF TENDERER’S VISIT TO SITE**

This \_\_\_\_\_ is \_\_\_\_\_ to \_\_\_\_\_ certify that,..... (Name of Tenderer or his representative) of the firm of, ..... (Name of Firm Tendering) In the company of,..... (Name of Clients representative conducting the visit)

Visited the site in connection with Tender for **PROVISION FOR SECURITY GUARDING SERVICES AT KAA HQS, JKIA, ISIOLO, NYERI, NANYUKI AND KABUNDE AIRSTRIPS**

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

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

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

Witnessed..... (Signature of Client’s representative)

Date.....



## CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ between..... [Name of procurement entity] of ..... [Country of Procurement entity](Hereinafter called "KAA") of the one part and ..... [Name of tenderer] of ..... [City and country of tenderer](Hereinafter called "the tenderer") of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for KAA)

Signed, sealed, and delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_.

## DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
PIN registration no	
VAT registration no.	
NHIF Employer Registration No.	
NSSF Employer Registration No.	
Any other registration applicable to this Industry	
Postal address	Postal Code _____
Physical address	
Contact details of the <b>Person signing the Tender</b>	Name: _____ Telephone: _____ Fax: _____ _____ Cellular Telephone: _____ e-mail address: _____ _____
Tenderer's proposed <b>SUPERVISOR</b> who will represent the tenderer in the <b>EXECUTION AND IMPLEMENTATION PROCESSES</b>	Name: _____ Telephone: _____ Fax: _____ _____ Cellular Telephone: _____ e-mail address: _____ _____

**TENDER SECURITY FORM**  
**FORM OF BANK BID SECURITY**

*Note: The bidder shall complete only this Form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.*

WHEREAS [Name of bidder]

.....  
.....

(Herein after called “the Bidder”) has submitted his bid dated .....For the  
.....  
.....

Hereinafter called “the bid”

KNOW ALL MEN by these presents that we [Name of Bank]

.....of [Name of  
Country]

.....having our registered offices at  
.....  
.....

(Hereinafter called the Bank) are bound unto the Director General, National Transport and Safety Authority (hereinafter called “The Employer”) in the sum of

(in ..... words  
Ksh).....

.....  
.....

(In ..... figures  
Ksh).....

for which payment will be well and truly made to the said Employer the Bank binds itself, its successors and assigns by these presents.

Signed for the said Bank this .....day of .....20.....

THE CONDITIONS of this obligation are:

- 1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder refuses to accept the correction of errors in his bid; or
- 3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid Validity
  - (i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders when required or
  - (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

AUTHORIZED SIGNATURE OF THE BANK  
.....

NAME OF SIGNATORY

..... DATE.....

TITLE OF SIGNATORY

.....

NAME OF THE WITNESS

.....

SIGNATURE OF THE WITNESS ..... DATE

.....

ADDRESS OF THE WITNESS .....

**PERFORMANCE SECURITY FORM**

To:

.....  
[Name of KAA]

WHEREAS..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_20\_\_\_\_\_to

Supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[Amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of.....  
*[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[Name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general, conditions of contract to provide for advance payment,.....

[Name and address of tenderer][Hereinafter called “the tenderer”] shall deposit with KAA a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....  
*[Amount of guarantee in figures and words]*

We, the .....

*[bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to KAA on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

*[Amount of guarantee in figures and words]*. We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between KAA and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]* \_\_\_\_\_  
*[address]* \_\_\_\_\_  
*[date]* \_\_\_\_\_

**LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

- 1. Please acknowledge receipt of this letter of notification signifying your acceptance.
- 2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 7 days from the date of the letter.
- 3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_

\_\_\_\_\_

**MANAGING DIRECTOR/CEO**