



EXPORT PROCESSING ZONES AUTHORITY

P.O BOX 50563 – 00200

NAIROBI

TENDER NO. 01/2017-2018

TENDER FOR PROVISION OF SECURITY SERVICES

(FINANCIAL YEAR 2017/2018)

TABLE OF CONTENTS	PAGE
SECTION I - INVITATION TO TENDER.....	3
SECTION II- INSTRUCTION TO BIDDERS.....	5-14
APPENDIX TO BIDDERS.....	15
SECTION III - GENERAL CONDITIONS OF CONTRACT.....	16
SECTION IV - SPECIAL CONDITIONS OF CONTRACT.....	21
EVALUATION CRITERIA.....	23-26
SECTION V - SCHEDULE OF REQUIREMENTS.....	29-31
SCOPE OF SERVICES.....	29-33
SECTION VI - STATEMENT OF DEBARRMENT FROM PUBLIC PROCUREMENT.....	34
SECTION VII - CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	35-41
SECTION VIII - STANDARD FORMS.....	42-46
SECTION IX- CONTENTS AND FORMAT OF FINANCIAL PROPOSAL TO BE SUBMITTED SEPARATELY IN ORIGINAL AND COPY.....	46-53

TENDER NOTICE

TENDER FOR PROVISION OF SECURITY SERVICES EXPORT PROCESSING ZONES AUTHORITY TENDER NO. 01/2017-2018

Export Processing Zones Authority (EPZA) is a statutory body established in 1990 through an Act of Parliament (The EPZA Act Cap 517, Laws of Kenya) with the main objective of promoting and facilitating export oriented investments and to develop an enabling environment for such investments. It is responsible for facilitating the implementation of new investment projects, providing after care services for new and existing investments.

The Athi River Export Processing Zone is Kenya's largest and leading industrial park, designed to offer your export-oriented project an ideal location. The Zone offers the best of both worlds: world class infrastructure and services; generous tax incentives and a supportive, business friendly operating system; all within a spacious, green, well maintained park environment.

The Export Processing Zones Authority Kenya invites sealed Tenders from eligible firms for *Provision of Security Services* as detailed in the Tender documents.

Interested, eligible and competent firms may obtain Tender documents detailing the requirements from **Export Processing Zones Authority Procurement Offices on 01st Floor, Administration Building, Athi River EPZ, Viwanda off Nairobi-Namanga Highway.** during normal working hours.

No	Description	Venue	Bid Bond (Kshs)	Closing Date and Time
1	Provision of Security Services for financial year 2017-2018	EPZA HQ, Athi-River EPZ, Machakos County	500,000	As per advert

Completed Tender documents in plain sealed outer envelope enclosing separately sealed and clearly marked inner envelopes of **'technical'** and **'financial'** bids (in **"original"** and **"copy"** **PROPERLY BOUND**) **ALL** clearly marked **Export Processing Zones Authority Tender No: 01/2017-2018: Tender for Provision of Security Services** as per instructions in the TENDER documents and addressed to:-

The Managing Director
Export Processing Zones Authority
P.O. Box 50563 - 00200
NAIROBI

Should be deposited in the Tender Box on 01st Floor, Export Processing Zones Authority Administration Building, Athi River EPZ on or before **10.00 a.m local time** on **As per advert**. Tenders will be opened immediately thereafter in the **Conference Room on Ground floor**, Export Processing Zones Authority, Administration Building, Viwanda Road, Off Nairobi –Namanga Highway Athi River EPZ in the presence of Bidders representatives who choose to attend.

Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings, and shall remain valid for 90 days from the closing date of the Tender.

The Export Processing Zones Authority reserves the right to accept or reject any Tender in whole or in part without giving reasons for either rejection or acceptance.

INTRODUCTION

Export Processing Zones Authority (EPZA) is a statutory body established in 1990 through an Act of Parliament (The EPZA Act Cap 517, Laws of Kenya) with the main objective of promoting and facilitating export oriented investments and to develop an enabling environment for such investments. It is responsible for facilitating the implementation of new investment projects, providing after care services for new and existing investments.

The Athi River Export Processing Zone is Kenya's largest and leading industrial park, designed to offer your export-oriented project an ideal location. The Zone offers the best of both worlds: world class infrastructure and services; generous tax incentives and a supportive, business friendly operating system; all within a spacious, green, well maintained park environment.

This document constitutes a formal Tender request for the **Provision of Security Services**.

Should any query be raised concerning a matter of principle, Export Processing Zones Authority will clarify this with all vendors at the earliest opportunity.

1.1 Contact details

All enquiries and correspondence regarding the TENDER should be addressed through letter or email to:

**Chief Executive Officer
Export Processing Zones Authority
Administration Building, Viwanda Road
P.O. Box 50563 -00200
Nairobi
E-mail info@epzakenya.com
Office Tel: +254 045 6621000**

2. SECTION II - INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

- 2.1.1. This Invitation to tender is open to all Bidders eligible as described in the instructions to Bidders. Successful Bidders 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. Export Processing Zones Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Bidders shall provide the qualification information statement that the Bidder (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 Export Processing Zones Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Bidding

- 2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Export Processing Zones Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 2.2.2 The documents will be issued upon payment of non-refundable fee of Kshs. 1,000. Tender documents may also be downloaded for free from EPZA website www.epzakenya.com.
- 2.2.3 The Export Processing Zones Authority shall allow the Bidder 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 Bidders
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Declaration form
- 2.3.2. The Bidder 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 Bidders risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Export Processing Zones Authority in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Export Processing Zones Authority 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 Export Processing Zones Authority. 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 Bidders who have received the tender documents"
- 2.4.2. The Export Processing Zones Authority shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder 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 Export Processing Zones Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective Bidders 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 Bidders reasonable time in which to take the amendment into account in preparing their tenders, the Export Processing Zones Authority, 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 Bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and the Export Processing Zones Authority shall be written in English language. Any printed literature furnished by the Bidder 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 Bidder shall comprise the following components:

- (a) A tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the Bidder is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire
- (e) Declaration form

2.8 Form of Tender

2.8.1 The Bidders 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 Bidder 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 Bidder shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price tender 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 the Export Processing Zones Authority within 90 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 Bidders

2.11 Bidders Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the Bidders qualifications to perform the contract if its tender is accepted shall establish to the Export Processing Zones Authority's satisfaction that the Bidder has the financial and technical capability necessary to perform the contract.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **90 days after date of Tender opening** prescribed by the Export Processing Zones Authority, pursuant to paragraph 2.18. A TENDER valid for a shorter period shall be rejected by the Export Processing Zones Authority as non responsive.

2.13.2 In exceptional circumstances, the Export Processing Zones Authority may solicit the Bidder'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 Bidder may refuse the request without forfeiting its tender security. A Bidder granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The Bidder shall prepare **‘two copies each’** of the **‘technical proposal’** and **‘financial proposal’**, **properly bound** and clearly marking each “ORIGINAL FINANCIAL PROPOSAL”, “ORIGINAL TECHNICAL PROPOSAL” and “COPY OF FINANCIAL PROPOSAL AND COPY OF TECHNICAL PROPOSAL,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. all pages of the tender, except for unamended printed literature, shall be initialled by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The Bidder 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.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Export Processing Zones Authority at the address given in the invitation to tender
 - (b) Bear, **Tender No. 16/2017-2018 – Tender for Provision of Security Services** and the words: **“DO NOT OPEN BEFORE *As per Advert at 10.00 a.m local time.*”**
- 2.15.3 **The inner envelopes only shall also indicate the name and address of the Bidder to enable the tender to be returned unopened in case it is declared “late” and also to enable the financial proposals to be returned unopened where the Bidder does not qualify for financial evaluation after technical evaluation.**
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Export Processing Zones Authority will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Export Processing Zones Authority at the address specified under paragraph 2.15.2 no later than **As per Advert at 10.00 a.m local time.**
- 2.16.2 The Export Processing Zones Authority 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 Export Processing Zones Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Export Processing Zones Authority as provided for in the appendix.

2.17 Modification and withdrawal of Tenders

- 2.17.1 The Bidder 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 Export Processing Zones Authority prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Bidder'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 no 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 bidder on the tender form.
- 2.17.5 Export Processing Zones Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 Export Processing Zones Authority shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

2.18 Opening of Tenders

- 2.18.1 Export Processing Zones Authority will open all tenders in the presence of Bidders' representatives who choose to attend on **As per Advert at 10.00 a.m local time.** and in the location specified in the invitation to tender. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The Bidders' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Export Processing Zones Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 Export Processing Zones Authority will prepare minutes of the tender opening which will be submitted to the bidders that signed the tender opening register and who will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders Export Processing Zones Authority may at its discretion, ask the bidder 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 Bidder to influence Export Processing Zones Authority tender evaluation, tender comparison or contract award decisions may result in the rejection of the bidders tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 Export Processing Zones Authority 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 Export Processing Zones Authority 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 Bidder.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, Export Processing Zones Authority 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 Export Processing Zones Authority'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 Export Processing Zones Authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, Export Processing Zones Authority will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and comparison of Tenders.

- 2.22.1 Export Processing Zones Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to Evaluation Criteria spelt out in the tender documents in the Special Conditions of Contract.
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Export Processing Zones Authority's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

- 2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Export Processing Zones Authority requires that the services under the Invitation for tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Export Processing Zones Authority required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Bidders 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. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Export Processing Zones Authority may consider the alternative payment schedule offered by the selected Bidder.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

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

2.23. **Contacting the Export Processing Zones Authority**

2.23.1 Subject to paragraph 2.19, no Bidder shall contact the Export Processing Zones Authority on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a Bidder to influence the Export Processing Zones Authority in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the bidder's tender.

2.24 Award of Contract

a) **Post qualification**

2.24.1 The Export Processing Zones Authority will determine to its satisfaction whether the Bidder 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 Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, pursuant to paragraph 2.1, as well as such other information as the Export Processing Zones Authority deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's tender, in which event the Export Processing Zones Authority will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.26 the Export Processing Zones Authority will award the contract to the successful Bidder whose tender has been determined to be substantially responsive and has been

determined to be the lowest evaluated tender, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.24.4 Export Processing Zones Authority reserves the right to accept or reject any tender and to annul the Bidding process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Export Processing Zones Authority action. If Export Processing Zones Authority determines that none of the Bidders is responsive; the Export Processing Zones Authority shall notify each Bidder who submitted a tender.

2.24.5 A Bidder 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 Bidder in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the Bidder and Export Processing Zones Authority pursuant to clause 2.26. Simultaneously the other Bidders shall be notified that their tenders have not been successful.

2.26 **Signing of Contract**

2.26.1 At the same time as Export Processing Zones Authority notifies the successful Bidder that its tender has been accepted, Export Processing Zones Authority will simultaneously inform the other Bidders that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to Export Processing Zones Authority.

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

2.27 **Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from Export Processing Zones Authority, the successful Bidder 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 Export Processing Zones Authority.

2.27.2 Failure of the successful Bidder to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Export Processing Zones Authority may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

2.28.1 Export Processing Zones Authority requires that Bidders observe the highest standard of ethics during the procurement process and execution of

contracts. A Bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

- 2.28.2 Export Processing Zones Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a Bidder 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 BIDDER'S

The following information for the procurement of **Security Services** shall complement, supplement, or amend, the provisions on the instructions to Bidders. Wherever there is a conflict between the provisions of the instructions to Bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Bidders.

Instruction to tender reference	<i>Particulars of Appendix to instructions to Bidders</i>
2.1	Eligible Bidders shall be registered firms
2.15.2 (b)	The tender shall be closed on As per Advert at 10.00 a.m local time and in location indicated on the tender document.
2.16.1	Not later than As per Advert at 10.00 a.m local time.”
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Procurement Manager’s office on 01 st Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the Bidder shall be required to place the tender documents at the tender box designated area.
2.18.1	As per Advert at 10.00 a.m local time.
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account

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 Export Processing Zones Authority and the Bidder 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 Bidder 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 Bidder is required to provide to Export Processing Zones Authority under the Contract.
- d) "The Procuring entity" means Export Processing Zones Authority, 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 part of contract.

3.3 Standards

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

3.5 Patent Right's

The Bidder shall indemnify Export Processing Zones Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to Export Processing Zones Authority 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 Export Processing Zones Authority as compensation for any loss resulting from the Bidder'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 Export Processing Zones Authority and shall be in the form of:

- a) Cash.
- b) A bank guarantee.

3.6.4 The performance security will be discharged by the Export Processing Zones Authority and returned to the candidate not later than thirty (30) days following the date of completion of the Bidder's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Delivery of services and documents

3.7.1 Delivery of the services shall be made by the service provider in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

3.7.2 Insurance

The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss or damage to property.

3.8 Payment

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

3.8.2 Payment shall be made promptly by the procuring entity, but in no case later than ninety (90) days after submission of an invoice or claim by the service provider. Payment shall be made promptly by the Procuring entity monthly in arrears after satisfactory performance as specified in the contract.

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 Special Conditions of Contract, vary from the prices by the Bidder in its tender or in the Export Processing Zones Authority request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9.2 Contract price variations shall NOT be allowed for contracts not exceeding one year (12 Months).

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

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10 Assignment

The Bidder shall not assign, in whole or in part, its obligations to perform under this contract, except with the Export Processing Zones Authority prior written consent.

3.11 Termination for Default

The Export Processing Zones Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate this Contract in whole or in part:

- a) If the Bidder fails to provide any or all of the goods and services within the period(s) specified in the Contract, or within any extension thereof granted by the Export Processing Zones Authority.
- b) If the Bidder fails to perform any other obligation(s) under the Contract.
- c) If the Bidder, in the judgment of the Export Processing Zones Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Export Processing Zones Authority terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods and services similar to those undelivered, and the Bidder shall be liable to Export Processing Zones Authority for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The Export Processing Zones Authority 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 Export Processing Zones Authority 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 Export Processing Zones Authority may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

Export Processing Zones Authority 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.

3.1.9 . Inspection and Tests

- 3.1 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 Bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.2 The inspections and tests may be conducted on the premises of the Bidder or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.3 Should any inspected or tested Services fail to conform to the Specifications, the Procuring entity may reject the Services, and the Bidder shall make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.4 The Procuring entity's right to inspect, test and, where necessary, reject the Services after the Services' arrival shall in no way be limited or waived by reason of the Services having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Services' delivery.
- 3.5 Nothing in paragraph 3.1.9 shall in any way release the Bidder from any warranty or other obligations under this Contract.

3.2.0 Liquidated Damages

If the Bidder fails to deliver 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 delivered price of the delayed services up to a maximum deduction of 10% of the delayed services. After this the Bidder may consider termination of the contract.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract, (GCC), wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 **The scope of the contract is Provision of Security Services as per details in the tender documents.**

-
- 4.2.1 **Conditions for award:** - A Bidder shall be deemed to be the lowest evaluated if the Bidder has the **highest combined scores** after technical and financial evaluation. The Technical Score (TS) shall have a weighted score of 80% while the Financial Score (FS) shall have a weighted score of 20%.
- 4.2.2 Bidders shall be required to indicate their total bid price (inclusive of all duties and taxes) in the Form of TENDER. **The form of tender shall ONLY be binding if it is duly filled, signed and stamped,** otherwise it shall be rejected.
- 4.2.3 The final bid price contained in the Form of Tender shall be inclusive of all costs, duties, levies and taxes associated with the Provision of Medical Insurance Cover and any other associated costs.
- 4.2.4 The applicable law shall be the Laws of Kenya.
- 4.2.5 Bidders should expressly state if Export Processing Zones Authority may negotiate with the bidder who will submit the successful proposal.
- 4.2.6 Bidders shall be required to declare that they are not debarred from participating in public procurement by signing the form of statement of debarment in the tender documents.
- 4.2.7 Contract price variations shall NOT be allowed for contracts not exceeding one year (12 Months).
- 4.2.8 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price.
- 4.2.9 Payment shall be made promptly by the procuring entity, but in no case later than ninety (90) days after submission of an invoice or claim by the service provider. Payment shall be made promptly by the Procuring entity monthly in arrears after satisfactory performance as specified in the contract.
- 4.2.10 The Contract period shall be **One-year.**

4.3 Bidding Notes

- 4.3.1 The Bidder is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform The Authority at once and have the same rectified.
- 4.3.2 Should the Bidder 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 Authority in order that the correct meaning may be decided upon before the date for submission of the tender.
- 4.3.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Bidder's tender due to mistakes which should have been rectified in the manner described above.
- 4.3.4 The Bidder 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.

4.4 Liquidated Damages

If the Bidder fails to deliver 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 delivered price of the unperformed / delayed services, per day until actual delivery of services, up to a maximum deduction of 10% of the unperformed / delayed services. After this the Bidder may consider termination of the contract.

4.5 Insurance

The Contractor shall be responsible for and shall take out appropriate insurance cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss or damage to

property sustained by them in the course of their carrying out their duties in pursuance hereof and unless such injury shall be due to the negligence of or default of the procuring entity, its servants or agents.

4.6 The contractor shall indemnify Export Processing Zones Authority against all actions, claims and demands in respect to any of the above stated in clause 4.5.

4.7 Claims

Notice of all Claims by Export Processing Zones Authority in respect of any loss, damage, injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within fourteen (14) days after the discovery of such damage, loss or injury.

CONTD - SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.3 EVALUATION CRITERIA

STAGE ONE

4.3.2 Statutory / Mandatory requirements

1. Membership of a recognized professional Body
2. Provide a copy of valid public contractual liability insurance policy of not less than Ksh. 25 Million
3. Bid Bond of Kshs. 500,000.00 in form of a bank guarantee from a reputable bank located in Kenya, licensed and regulated by the Central Bank of Kenya, valid for 30 days from the closing date of the Tender
4. Must have experience of not less than 5 years continuous provision of security services
5. A certified copy of valid tax compliance issued by the Kenya Revenue Authority
6. Must submit copies of Audited accounts for three years (2016,2015 & 2014) with turnover of not less than Kshs 50,000,000 for each of the years
7. Submit reference letters of at least 4 clients indicating value of each contract (Minimum Kshs. 1,000,000 per month)
8. Provide certified copies of VAT and PIN certificates
9. Provide valid compliance certificates from NSSF and NHIF
10. Valid certified single business permit
11. Litigation History (Both court & Arbitration). Attach duly signed self-sworn statement
12. Previous performance record. Those with poor performance in the past with EPZ shall not be considered.
13. Provide evidence of manpower capacity of not less than 500 guards in permanent employment.

Tenders which do not satisfy any of the above requirements (clause 4.3.2) shall be rejected.

STAGE TWO

N/B: The technical (T) and financial (F) evaluation will be allocated weights as follows: (Technical Score 80%, Financial Score 20%).

4.3.3 Technical Evaluation

(Documentary evidence must be provided for each requirement – non compliance shall lead to disqualification or nil points)

NB: Cut off shall be 80% to qualify for financial evaluation (price comparison) and to be weighted using the formula: $S/100 \times T = TS$, where S is the Bidder's score, T is the technical weighted for technical evaluation (80%) and TS is the weighted technical score.

A. PERSONNEL (Total 15 Marks)

(Copies of educational and professional certificates should be attached as documentary evidence. Failure to attach documentary evidence shall attract nil points)

- Contract Manager to have at least O Level qualifications, certificate of good conduct and a minimum of four years experience in the proposed position and in works of similar nature.
(8 Points)
 - Academic Qualification – academic certificates must be attached **(2 points)**
 - Certificate of good conduct **(2 points)**
 - Experience for the Period Indicated **(2 Points)**
 - With the required qualification but less experience than the period indicated **(Pro-rate)**
 - Less Qualifications than stated above **(0 Points)**

- Detailed curriculum vitae of the Contract Manager certified by both employee and bidding company to be attached **(2 Points)**
 - Submission of detailed C.V fully counter signed by both employee and bidding company **(2 Points)**
 - CV not signed by both employee and bidding company **(0 points)**
 - No attached C.V **(0 Points)**

- Supervisor / Site Manager to have at least O Level qualifications, certificate of good conduct and a minimum of three years experience in the proposed position and in works of similar nature.
(10 Points)
 - Academic Qualification -academic certificates must be attached **(2 Points)**
 - Certificate of good conduct **(2 points)**
 - Experience for the Period Indicated **(2 Points)**
 - With the required qualification but less experience than the period indicated **(Pro-rate)**
 - Less Qualifications than stated above **(0 Points)**

- Detailed curriculum vitae of the supervisor certified by both employee and bidding company to be attached **(1 Point)**
 - Submission of detailed C.V fully counter signed by both employee and bidding company **(1 Point)**
 - CV not signed by both employee and bidding company **(0 points)**
 - No attached C.V **(0 points)**

B. RELEVANT EXPERIENCE (Total 40 Marks)

- Details of experience and past performance for a minimum of five corporate clients on **Provision of Security Services** within the past five years each with value of **not less than One Million Shillings (Kshs. 1 Million) per annum**. Each project should include name of client/firm, clear physical address and contact persons. (Attach award letters, Local Purchase / Service Orders or signed contracts as evidence / proof of contract) **(40 Points)**
- a) Details of projects to include the following **(8 Points on each project)**
- i) Name of project – **(1 Point)**
 - ii) Address of project- **(1 Point)**
 - iii) Contact persons- **(1 Point)**
 - iv) Their values **(One Million Shillings (Kshs. 1 Million) per annum – (2 Points) below three hundred thousand per annum (0 Points)**
 - v) Proof of such contracts **(Attach award letters, LPO's, LSO or signed contracts) – (4 Points)**
- Less number of projects in (a)– **(Pro-rate)**
 - If no award letters/completion certificates are attached – **(0 Points for the entire project)**

NB: Clients will be contacted to verify the information given.

C. BUSINESS SUPPORT (Total 30 Marks)

- a) Proof of indemnity against risks and workman's compensation cover. **(10 Points)**
- Valid and current Public Liability Cover. **(3 Points)**
 - Valid and current Contractors Liability cover. **(3 Points)**
 - Valid and Current Workman's compensation cover **(4 Points)**
- b) Proof of Financial stability (liquidity ratio; 1:1) **(2 Points)**
- c) Proof of ability to pay staff salaries without depending on the Authority's payments. Attach evidence such as access to lines of credit from a reputable financial institution. **(5 Points)**
- d) Appointed bankers **(3 Points)**
- Name and contacts of appointed bankers. **(1 Point)**
 - Letter of authority from the bidder authorizing Export Processing Zones Authority to seek reference from the appointed bankers **(2 Points)**
- e) Proof of membership to a professional body. **(2 points)**
- f) Machinery, tools & equipment **(8 points)**
- A commitment letter from the company on availability of equipment and uniform as **(4 Points)**
 - Attach evidence such as receipts for equipment and log books for cars on ownership of equipment / cars to be used for the **Provision of the Security services. (4 Points)**

D. REFERENCES (Total 15 Marks)

Attach letters of recommendation from referees

- Five letters – **(3 Points each)**

-
- Less than five letters – (Pro rate)

Please note that LPO's or award letters shall not be treated as reference letters. Proper recommendation from satisfied clients for work performed or services provided shall be required.

STAGE THREE

Financial evaluation: - Checking for arithmetical errors and price comparison. The lowest tender figure from among the Bidders who qualify at the technical stage (80% and above) will be used as a base value for the calculation of the weighted score for each bidders using the weight 'F' shown above as follows:-

$$\frac{LTF}{TF} \times F = FS$$

Where, TF is the tender figure under consideration, LTF is the lowest tender figure, F is the allocated weight for financial evaluation (20%) and FS is the weighted financial score.

STAGE FOUR - RECOMMENDATION(S)

Bidders with the highest combined scores (CS) will be recommended for award i.e. T+F=1(CS) subject to the above stated conditions for award (clause 4.1.1).

6. Site of Works

6.1 The site of works is Export Processing Zones Authority, Administration Building Athi River EPZ.

Contractors should acquaint themselves with the conditions of work before Bidding as no claim will be entertained on grounds of lack of knowledge of site location, work condition etc.

6.2 Description of the Works

Provision of Security Services

7. Export Processing Zones Authority Representative's Decisions

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

8. Language and Law of Contract

The ruling language of the Contract shall be English Language and the law governing the Contract shall be the law of the Republic of Kenya.

9. Safety.

9.1 The Service Provider shall be responsible for the safety of all activities on the site.

10 The Site

a. The Service Provider shall allow the Procuring entity's representative and any other person authorized by the Procuring entity's representative access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

10 Instructions

11.1 The Service Provider shall carry out all instructions of the Procuring entity's Representative which are in accordance with the Contract.

Communication between parties shall be effective only when in writing

12. Termination

12.1 The Procuring entity or the Service Provider may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following:-

- (a) The Service Provider stops Work for 30 days continuously without reasonable cause or authority from the Procuring entity's Representative.
- (b) The Service Provider is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- (c) The Procuring entity's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Service Provider fails to correct it within a reasonable period of time.

12.2 If the Contract is terminated, the Service Provider shall stop Work immediately, and leave the Site as soon as reasonably possible. The Procuring entity's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods and equipment on Site.

13.0 Payment Upon Termination

- 13.1 The Procuring entity may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 13.2 The Service Provider shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Procuring entity's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Procuring entity may (without being responsible for any loss or damage) remove and sell any such property of the Service Provider, holding the proceeds less all costs incurred to the credit of the Service Provider.
- 13.3 Until after completion of the Works under this clause, the Procuring entity shall not be bound by any other provision of this Contract to make any payment to the Service Provider, but upon such completion as aforesaid and the verification within a reasonable time of the accounts thereof the Procuring entity's Representative shall certify the amount of expenses properly incurred by the Procuring entity and, if such amount added to the money paid to the Service Provider before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Procuring entity by the Service Provider, and if the said amount is added to the said money be less than the said total amount, the difference shall be a debt payable by the Procuring entity to the Service Provider.

SECTION V: SCHEDULE OF REQUIREMENTS

This constitute a Summary of the Export Processing Zones Authority Schedule of Requirements for **Provision of Security Services.**

1. The schedule of requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the services to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable Bidders to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to Bidders paragraph 2.26.
4. **All cost must be inclusive of all taxes, duties and levies.**

3. SECTION V – SCHEDULE OF REQUIREMENTS GENERAL

These only describe the basic requirements.

NAME OF PROPERTY	No	DESCRIPTION OF THE PROPERTY	NUMBER OF GUARDS OR DOG HANDLERS REQUIRED PER MONTH	PRICE PER GUARD PER MONTH INCLUSIVE OF ALL TAXES	TOTAL PRICE PER MONTH INCLUSIVE OF ALL TAXES	TOTAL PRICE PER ANNUM INCLUSIVE OF ALL TAXES
1		Export Processing Zones Authority - Athi River and environs				
	i	Day Guards	9			
	ii	Night Guards	18			
	iii	Patrol Dogs & Handlers	4			
2		Export Processing Zones Authority – Kipevu - MOMBASA				
	i	Day Guards	2			
	ii	Night Guards	3			
	iii	Patrol Dogs & Handlers	1			
3		Export Processing Zones Authority - KINANIE - Ponds and Leather				
	i	Day Guards	2			
	ii	Night Guards	4			
4		Export Processing Zones Authority - Samburu - VOI				
	i	Day Guards	3			
	ii	Night Guards	4			
		TOTAL TENDER PRICE CARRIED TO FORM OF TENDER				

SUMMARY

Day guards - 22 Guards
 Night guards - 35 Guards
Total - 57 Guards

Patrol dogs and handlers - 5

2. Delivery Period

The contract shall be one year.

3. The successful bidder will be expected to: -

- (a) Hire and pay salaries for their guards, supervisors and managers without depending on payment from The Authority.
- (b) Provide sound and effective security guarding systems.
- (c) Provide radio communication HF and VHF deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses.
- (d) Attend fire emergency situation/fire prevention, detection and control.
- (e) Have back-up systems in cases of emergencies
- (f) Have their personnel trained in bomb threat procedures and drills.
- (g) Have first aid and evacuation drills.
- (h) Provide educated and trained guards capable of using radios and modern equipment like Close Circuit Televisions (CCTVs), photocopying machines etc
- (i) Ability to control industrial disputes/assembly control and riots.
- (j) Ability to summon police, fire brigade and ambulances in cases of emergencies.
- (k) Appoint personnel who have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles and a fair understanding of criminal procedure code and penal code.
- (l) All security officers and personnel to be subjected to a thorough medical inspection fit for their duties. Relevant medical certificates to be produced on request.
- (m) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and The Authority shall make periodical check/visits.
- (n) All equipment, instruments and guard dogs used by such security officers will be medically examined and be supplied by the company concerned.
- (o) All security guards must have certificate of Good conduct
- (p) In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to The Authority headquarters for final decision.

4. PROVISION AND STANDARD OF SERVICE

A high standard of security performance in the execution of their service is expected. Poor performance and substandard quality of service will be grounds for termination of the agreement.

The security will maintain an Occurrence Book (OB). They should be able to provide all their guards with note books, pens or cards, where the supervisors will sign to certify their physical visits or change of guards, i.e. occurrence books and note any incidences during the execution of the services. The occurrence book will be the property of The Authority and shall be presented to security officer in charge of every station by 8.00am of each day.

5. EQUIPMENT

All guards must be fully equipped with the right tools of their trade as follows: -

- (a) Motor Vehicles, Motor Bikes and Bicycles
- (b) Peak Caps/Berets
- (c) Whistles and Lanyards
- (d) Torches and batteries
- (e) Serviceable military boots
- (f) Great coat

-
- (g) Sweaters
 - (h) Clean presentable uniforms (shirt and trousers) and tie where applicable to match Export Processing Zones Authority Corporate colours
 - (i) Clubs
 - (j) Identification badges
 - (k) Communication equipment

6. LOGISTICS

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

1. General transport requirements for all its personnel to and from the premises.
2. Accommodation and site office for all personnel and operations.
3. Provision of communication equipment

7. SIGN PLATES

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

SCOPE OF SERVICES

The Scope of Services shall include but not limited to:

1. Compliance with minimum labour requirements

That the SSP shall comply with minimum local Labour requirement with respect to payment of wages, leave rest days, public holidays, social security and deduction of wages benchmarked on international standards for corporate Security guards (*provide letter of compliance issued by Ministry of Labour showing compliance to labour requirements*).

2. Police Clearance Certificate

Provide current Certificate of Good Conduct for the directors from the CID. In addition, the Company shall ensure that the guards it assigns to this contract have no criminal records. The SSP will be required to submit Police clearance certificate for all guards posted in EPZA at the beginning of each assignment.

3. Register of Attendance

All guards will be required to sign an attendance register provided by the Authority when they report to work

4. Deployment of Guards

The Authority expects of the SSP to have all guard posts manned at all time and, if for any reason whatsoever the Authority believes that a guard is not properly carrying out his/her assigned duties, the SSP will be required to immediately remove the guard and give a replacement

5. Meetings

The company will be required to have monthly security meetings with representative of Security in the Authority's EHS Committee followed by quarterly SSP management meetings with the Authority to review performance of the Security contract.

SCOPE OF SERVICES

The scope of Services of the SSP shall include but not limited to:

1. Safeguarding and protecting the Export Processing Zones Authority personnel, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none Export Processing Zones Authority property located at Export Processing Zones Authority client's premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicles 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 Export Processing Zones Authority affecting the security of their property and the property of the Export Processing Zones Authority tenants are carried out. A copy of regulations shall be given to the winning company together with the other contract documents
3. All interference to the perimeter protection of the premises to be identified and reported to the Export Processing Zones Authority immediately
4. Shall deter the commission of assault, battery, robberies, rapes and other violent crimes by deploying well trained and alert security guards in Export Processing Zones Authority premises
5. All visitors and customers to Export Processing Zones Authority premises to be courteously received assisted and directed
6. Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence
7. Shall prevent the occurrence of fires, explosions and other catastrophes by the close observation of the buildings, machinery, building plants, vehicles, electrical equipments and personnel to identify unsafe conditions, procedures or activities
8. Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security
9. Ensure that fire fighting equipment remain in designated locations and are not interfered with. In addition, ensure that the right fire equipment is used to extinguish fire
10. Record the movement of all vehicles visiting to premises and verify gate passes issued to visitors
11. Implement the company's right to search employees, visitors and tenants and their vehicles to ensure that no unauthorized property is taken from the premises without relevant authority or entry of suspicious equipment and materials
12. Ensure that before any property is removed authorization is obtained from the relevant authority
13. Maintain a daily occurrence book and all security records should be made available to the management of Export Processing Zones Authority at any time
14. Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles and bicycles
15. Regulating human traffic in all Export Processing Zones Authority stations offices and customers access respective service counters in an orderly manner without delay
16. Guard all Export Processing Zones Authority premises against terrorism by ensuring thorough access controls, screening and /or searching of personnel and vehicles using metal detectors and under search mirrors, detect and deal with suspicious characters
17. They must prove existence of radio network with central command by producing a valid frequency license. *(must provide Communication Authority of Kenya Radio and Alarm Frequency licenses)*
18. The successful bidder shall be liable for any loss suffered by Export Processing Zones Authority as a result of bidder's negligence

-
19. The successful bidder shall be able to send a quick response and back up crew to the client premises at a short notice as and when an emergency occurs
 20. 100% of the guards supplied to Export Processing Zones Authority must be trained in Anti – Terrorism and customer care.
 21. The bidder must deploy literate guards who can read and write with a minimum of ‘O’ level education.
 22. The bidder shall provide guards with the following equipment and dress: - Branded company, cap/beret, Trouser with side pockets, Branded company shirt, Branded company sweater, Branded company rain coat (during rainy season), Lanyard & Whistle, Black high boots, Baton, Belt, Torch (for night guards) and Company identification badges.
 23. Any bidder awarded the contract shall be required to produce Police clearance certificate for each and every guard deployed
 24. The security guard that will be posted to the properties shall be medically fit
 25. Provision of supervisors, Site managers, Officer in charge shall be at the bidders cost – supervisor’s work shall not at any time interfere and/or disrupt operations in the Zones.

DECLARATION FORM

**STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF
THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2005.**

I,of P. O. Box being a resident of in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (name of the Company) who is a Bidder in respect of **Tender No.** To supply goods, render services and/or carry out works for Export Processing Zones Authority and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Export Processing Zones Authority, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Export Processing Zones Authority.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

About The Company	
Company Name	
Contact Person	
Title	
Head Office Address	
Phone	
Mobile	
Fax	
E-Mail	
Web	
Alternative Contact Person Name	
Title	
Address	
Phone	
Mobile	
Fax	
E-Mail	
Web	
Number of Offices Local/International (<i>if any</i>)	
Annual Turnover	
Association with Principal Company of the Proposed solution	
Area of Business Focus	
Details of local partners <i>if any</i>	

QUALIFICATION INFORMATION

I/We (Name of Firm)
hereby apply for **Provision of Security Services for Export Processing Zones Authority**.

Postal Address.....Fax No.....

Tel.....E-mail Address.....

Town..... Street

Name of Building.....Room/Office NoFloor No.....

Full Name of Applicant

.....

Summary of Assets and Liabilities (As per latest Audited accounts)

1. Total Assets in Kshs
2. Current Assets in Kshs
3. Total liabilities in Kshs.....

Indicate total income from past two years (Kshs.....)

Referees (as per Technical Requirements):-

- 1) Name of Company.....
Address & Telephone:.....
Name of contact person:.....
- 2) Name of Company.....
Address & Telephone:.....
Name of contact person:.....
- 3) Name of Company.....
Address & Telephone:
- Name of contact person:
- 4) Name of Company.....
Address & Telephone:
- Name of contact person:
- 5) Name of Company.....
Address & Telephone:
- Name of contact person:

CONFIDENTIAL BUSINESS QUESTIONNAIRE - GENERAL INFORMATION

Company name.....

P. O. Box..... Town..... Postal code.....

Telephone number(s).....

Fax number(s).....

Email address.....

Physical address

Building.....Floor.....

Plot number.....Door.....

Street.....

Nature of business.....

Certificate of Registration/Incorporation No..... (Attach copy)

Trade license No.....(Attach copy)

VAT registration No..... (Attach copy)

PIN Certificate No.....(Attach copy)

Tax compliance certificate..... (Attach copy)

Membership to professional body..... (Attach certificate)

Contact persons:

Name..... Position.....

Name..... Position.....

Name..... Position.....

COMPANY PROFILE

A. Names of Directors:

- 1.....Nationality.....
- 2.....Nationality.....
- 3.....Nationality.....
- 4.....Nationality.....

B. Personnel

Number of staff employed.....

Qualifications.....

Level of experience.....

C. Experience

No. of years the company has been in operation.....

Volume of business transacted in the last 5 years.....

Referees:

- 1.....
- 2.....
- 3.....

Scope of clientele - (attach evidence of the clients you are currently serving)
.....
.....
.....

D. Customer service

Do you have a dedicated customer help desk?.....Tel No.....

Do you carry out customer satisfaction surveys?.....

Do you have a customer technical back up team?.....

NB: You will be required to separately attach a COMPREHENSIVE company profile detailing ALL the requested information. This should be on the company's letterhead.

PROCLAMATION

I / We the undersigned, state that, ALL the information we have provided in this document is correct and that I / We hereby give The Export Processing Zones Authority (EPZA) authority to seek any references it may deem vital while carrying out their evaluation.

Name.....Designation.....Signature.....

Name.....Designation.....Signature.....

Name.....Designation.....Signature.....

Official rubber stamp

3.3. TENDER SECURITY FORM

Whereas [*name of the Bidder*]

(hereinafter called “the Bidder”) has submitted its TENDER dated [*date of submission of TENDER*] for the supply, installation and commissioning of [*name and/or description of the equipment*]

(hereinafter called “the TENDER”)

KNOW ALL PEOPLE by these presents that WE
..... of having our registered office
at (hereinafter called “the Bank”), are bound unto
[*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of
..... for which payment well and truly to be made to the
said Procuring entity, the Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this _____ day of . 20 _____.

THE CONDITIONS of this obligation are:-

1. If the Bidder withdraws its TENDER during the period of TENDER validity specified by the Bidder on the TENDER Form; or
2. If the Bidder, having been notified of the acceptance of its TENDER by the Procuring entity during the period of TENDER validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to Bidders;

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

[*Signature of the bank*]

(Amend accordingly if provided by Insurance Company)

3.4. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... **EXPORT PROCESSING ZONES AUTHORITY** of Kenya
(hereinafter called “the Procuring entity) of the one part and [*name
of Bidder*] of [*city and country of Bidder*] (hereinafter called “the Bidder”) of
the other part;

WHEREAS the Export Processing Zones Authority invited TENDERS for [*certain
goods*] and has accepted a TENDER by the Bidder for the supply of those goods in the
sum of [*contract price in words and figures*] (hereinafter
called “the Contract Price).

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 Bidder
- (b) The Schedule of Requirements
- (c) The Technical Specifications
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) The Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the **EXPORT PROCESSING
ZONES AUTHORITY** to the Bidder as hereinafter mentioned, the Bidder hereby
covenants with the **Export Processing Zones Authority** to provide the goods and to
remedy the defects therein in conformity in all respects with the provisions of this
Contract

4. The **Export Processing Zones Authority** hereby covenants to pay the Bidder in
consideration of the provisions of the goods 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 **Export Processing
Zones Authority**) Signed, sealed, delivered by _____ the _____ (*for
the Bidder*) in the presence of _____

3.5. PERFORMANCE SECURITY FORM

To **Export Processing Zones Authority**

WHEREAS [*name of Bidder*] (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. _____ [*reference number of the contract*] dated _____ 20 _____ to supply [*description of goods*] (hereinafter called “the Contract”).

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the Bidder 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 you 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 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

(Amend accordingly if provided by Insurance Company)

3.6. BANK GUARANTEE FOR ADVANCE PAYMENT

To **Export** **Processing** **Zones** **Authority**
.....

[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 Bidder]*(hereinafter called “the Bidder”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institutions]*, as instructed by the Bidder, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the Bidder, 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 there-under or of any of the Contract documents which may be made between the Procuring entity and the Bidder, 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 in full effect from the date of the advance payment received by the Bidder under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

3.7. . LETTER OF NOTIFICATION OF AWARD

Export Processing Zones Authority

To: _____

RE: TENDER No. _____

TENDER Name _____

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

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

(FULL PARTICULARS) _____

Signed for **Managing Director**
Export Processing Zones Authority

CONTENTS OF THE SEPARATE FINANCIAL PROPOSAL

Appendix 5 - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

The Financial Proposal prepared by the Bidder should list the costs associated with the assignment. These costs normally cover all costs as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

This TENDER for **Provision of security Services for Export Processing Zones Authority.**

The Financial Proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

The Bidder may use additional paper if necessary to indicate the details of their costing.

The financial proposal should be prepared using the Standard forms provided in this part.

FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

- a. Financial Proposal submission form.
- b. Summary of Costs.

FINANCIAL PROPOSAL SUBMISSION FORM

_____ (Date)

To:

(Name and Address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to **Provide Security for Export Processing Zones Authority** in accordance with your TENDER Number..... dated (_____) (Date) and our Proposal. Our attached Financial Proposal is for the sum of (_____) (Amount in words and figures) inclusive of all taxes.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

_____ (Authorized signature)
_____ (Name and Title of Signatory)
_____ (Name of Firm)
_____ (Address)

PRICE SCHEDULE FOR PROVISION OF SECURITY SERVICES FOR EXPORT PROCESSING ZONES AUTHORITY

Give a detailed quote of prices charged for the services inclusive of all taxes, duties and levies.

NAME OF PROPERTY	No	DESCRIPTION OF THE PROPERTY	NUMBER OF GUARDS OR DOG HANDLERS REQUIRED PER MONTH	PRICE PER GUARD PER MONTH INCLUSIVE OF ALL TAXES	TOTAL PRICE PER MONTH INCLUSIVE OF ALL TAXES	TOTAL PRICE PER ANNUM INCLUSIVE OF ALL TAXES
1		Export Processing Zones Authority - Athi River and environs				
	i	Day Guards	9			
	ii	Night Guards	18			
	iii	Patrol Dogs & Handlers	4			
2		Export Processing Zones Authority - Kipevu - MOMBASA				
	i	Day Guards	2			
	ii	Night Guards	3			
	iii	Patrol Dogs & Handlers	1			
3		Export Processing Zones Authority - KINANIE - Ponds and Leather				
	i	Day Guards	2			
	ii	Night Guards	4			
4		Export Processing Zones Authority - Samburu - VOI				
	i	Day Guards	3			
	ii	Night Guards	4			
		TOTAL TENDER PRICE CARRIED TO FORM OF TENDER				

Summary

Day Guards - 22 Guards
 Night Guards - 35 Guards
Total - 57 Guards
 Patrol Dogs and Dog handlers - 5

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

Dated this _____ day of _____ 20 _____

 [Signature] [in the capacity of]

Duly authorized to sign TENDER for an on behalf of _____

Official Rubber Stamp _____

FORM OF TENDER

Date _____ --

TENDER No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Provide Security Services for Export Processing Zones Authority** in conformity with the said tender documents for the sum of *(total tender amount in words)* **per annum**..... *(total tender amount in figures)* **per annum, inclusive of all duties and taxes** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.
2. We undertake, if our tender is accepted, to deliver install and commission the equipment and systems 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 of equivalent to **10%** 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 **90 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. This tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

Official Rubber Stamp

DECLARATION FORM

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2005.

I, of P. O. Box being a resident of in the Republic of Kenya do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (name of the Company) who is a Bidder in respect of **TENDER No.** To supply goods, render services and/or carry out works for Export Processing Zones Authority and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Export Processing Zones Authority, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Export Processing Zones Authority.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title)

.....

(Signature)

.....

(Date)

PROCLAMATION

I / We the undersigned, state that, ALL the information we have provided in this document is correct and that I / We hereby give The Export Processing Zones Authority (EPZA) authority to seek any references it may deem vital while carrying out their evaluation.

Name.....Designation.....Signature.....

Name.....Designation..... Signature.....

Name.....Designation.....Signature.....

Official rubber stamp