



NATIONAL CONSTRUCTION
AUTHORITY

**PROVISION OF PRIVATE SECURITY SERVICES AT
KCB TOWERS 12TH FLOOR**

TENDER NO. [NCA/T/012/2020-2021](#)

NOVEMBER 2020

SECTION I – INVITATION TO TENDER

Date: 17th November, 2020

Tender Ref No: **NCA/T/012/2020-2021**

Tender Name: **PROVISION OF PRIVATE SECURITY SERVICES AT KCB TOWERS 12TH FLOOR FOR A PERIOD OF ELEVEN MONTHS.**

- 1.1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, 2011, with the responsibility to oversee the construction industry and coordinate its development.
- 1.2 The **Authority** invites sealed bids from eligible candidates for the **Provision of Private Security Services at KCB Towers 12th Floor a period of 11 months.**
- 1.3 The bidders are encouraged to visit the sites on their own before bidding for provision of these services.
- 1.4 Eligible and interested Bidders may obtain further information and inspect the bidding documents at **Supply Chain Office** situated at the National Construction Authority Headquarters on **9th floor KCB Towers, Kenya Road, Upper Hill** between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunchtime between 1.00pm to 2.00pm and on public holidays.
- 1.5 A complete set of tender document may be obtained by interested Candidates upon payment of a non-refundable fee of Kenya Shillings 1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to the National Construction Authority or downloaded free of charge from the Authority website www.nca.go.ke and the Public Procurement Information Portal www.tenders.go.ke.
- 1.6 The document may also be downloaded free of charge from the Public Procurement Information Portal www.tenders.go.ke and/ or the National Construction Authority's website; www.nca.go.ke.
- 1.7 Bidders who download the tender document must arrange to register with NCA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be through the email address [**procurement@nca.go.ke**](mailto:procurement@nca.go.ke).
- 1.8 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
- 1.9 Bidders must sequentially number/paginate/serialize the tender document in all pages including all attachments.
- 1.10 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **9th floor, KCB Towers** or be addressed to:

**Executive Director
National Construction Authority
KCB Towers Kenya Road
P O Box 21046 – 00100
NAIROBI, KENYA**

so as to be received on or before **Thursday, 26th November, 2020 at 11:00 am** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **NCA Boardroom on 9th Floor, KCB Towers, Nairobi.**

Manager Supply Chain
FOR: EXECUTIVE DIRECTOR

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.		Page
2.1	Eligible Tenderers	6
2.2	Cost of tendering	6
2.3	Contents of tender documents	7
2.4	Clarification of Tender documents	7
2.5	Amendment of tender documents	7
2.6	Language of tenders	8
2.7	Documents comprising the tender	8
2.8	Form of tender	8
2.9	Tender prices	8
2.10	Tender currencies	8
2.11	Tenderers eligibility and qualifications	9
2.12	Tender security	9
2.13	Validity of tenders	10
2.14	Format and signing of tenders	10
2.15	Sealing and marking of tenders	10
2.16	Deadline for submission of tenders	11
2.17	Modification and withdrawal of tenders	11
2.18	Opening of tenders	11
2.19	Clarification of tenders	12
2.20	Preliminary Examination	12
2.21	Conversion to other currencies	12
2.22	Evaluation and comparison of tenders	13
2.23	Contacting NCA	14
2.24	Post-qualification	14
2.25	Notification of award	14
2.26	Signing of Contract	15
2.27	Performance security	15
2.28	Corrupt or fraudulent practices	15

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. NCA'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. 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 NCA 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 NCA, 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 NCA 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 2.5 of these instructions to tenderers.
 - 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 candidate making inquiries of the tender document may notify NCA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. NCA 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 NCA. 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. NCA 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, NCA, 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 NCA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

- 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 NCA 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 NCA'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 NCA 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) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
 - e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by NCA 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 NCA.
- 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 NCA on the Tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.26
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.27.
 - (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 90 days or as specified in the invitation to tender after date of tender opening prescribed by NCA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NCA as non-responsive.
- 2.13.2 In exceptional circumstances, NCA 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 all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for 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 NCA 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 **Thursday, 26th November, 2020 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 2.15.1, NCA 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 NCA at the address specified under paragraph 2.15.1 (a) no later than **Thursday, 26th November, 2020 at 11.00 am.**

2.16.2 NCA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of NCA 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 NCA 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 NCA 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 NCA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 NCA 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 NCA will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Thursday, 26th November, 2020 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 NCA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 NCA 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 NCA 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 NCA in its 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 NCA 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 NCA 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 2.22, NCA 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. NCA'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 NCA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, NCA 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 NCA 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 NCA'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.*

NCA 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 NCA'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. NCA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation 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 NCA

2.23.1 Subject to paragraph 2.19, no tenderer shall contact NCA 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 NCA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the Tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, NCA 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 Tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as NCA 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 NCA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.26 NCA 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.

2.24.4 NCA reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or Tenderers or any obligation to inform the affected tenderer or Tenderers of the grounds for NCA's action. If NCA determines that none of the Tenderers is responsive; NCA shall notify each tenderer who submitted a tender.

2.24.5 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.

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 NCA pursuant to clause 2.26. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, NCA 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 NCA notifies the successful tenderer that its tender has been accepted, NCA 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 NCA.
- 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 NCA, 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 NCA.
- 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 NCA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 NCA 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 NCA 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 tenderers
2.1	Registered private security services providers.
2.10	Prices must be in Kenya Shillings only and it must be inclusive of all taxes
2.11	Firms registered in Kenya providing private security services
2.12	Not required
2.13.1	The tender shall remain valid for a period of One hundred and Twenty Days (120) days from the date of opening.
2.14.1	<i>Bidders shall provide One (1) ORIGINAL copy of the tender document clearly Marked “Original”</i>
2.16	Closing date shall be Thursday, 26th November, 2020 at 11.00 am
2.24.3	The contract will be awarded to the lowest evaluated bidder.
2.24	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

EVALUATION CRITERIA

- Preliminary Examination (**Mandatory**)
- Technical Evaluation – 100% (Pass Mark is 75%)
- Financial Evaluation – lowest evaluated bidder

(1). PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Requirements	Yes/No
1.	Copy of Valid Tax compliance Certificate	
2.	Duly filled, signed and stamped form of tender.	
3.	Duly filled, signed and stamped confidential business questionnaire	
4.	Copy of Certificate of Incorporation/Registration	
5.	Attach Valid AGPO certificate	
6.	Duly filled, signed and stamped Self Declaration Form SD 1	
7.	Duly filled, signed and stamped Self Declaration Form SD 2	
8.	Copy of valid Single Business Permit from County Government for 2020.	
9.	Copy of registration as a member of Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) for the year 2020	
10.	Proof of compliance with prevailing labour laws in respect to minimum wage. (Attach a valid duly signed letter from the Labour office)	
11.	Proof of remittance of statutory NHIF contributions. (<i>Attach current compliance certificate</i>) (<i>due diligence will be carried out to confirm this</i>)	
12.	Proof of remittance of statutory NSSF contributions. (<i>Attach current compliance certificate</i>). (<i>due diligence will be carried out to confirm this</i>)	
13.	Valid work injury benefit policy and group personal accident policy or Employers Liability policy	
14.	Valid Employers Liability policy	
15.	Attach audited accounts for the last two years (2018 & 2019)	
16.	Provide one original and copy of Tender document which MUST be paginated/serialized/Numbered on all pages including all attachments.	

NOTE

- a) Bidders must meet all the mandatory requirement to qualify for Technical evaluation.

(2) TECHNICAL EVALUATION			
CRITERIA	METHOD OF EVALUATION	MAX. POINTS	BIDDER'S SCORE
Firm's experience as shown by number of years in the industry	Firm's experience as shown by number of years in the Provision of Private Security Services, one (1) point for every year's experience – to a maximum (10 points) – attach any proof of job done LSO/Contract	10	
References	Four (4) current contracts with public entities (attach copies of contracts/LSO/completion certificate) Two (2) points for each max eight (8) points	20	
	Two (2) other corporate contracts handled in the last three years (attach copy of contract/ LSO/ completion certificate) Two (2) points for each – max four (4) points		
	Four (4) recommendation letters from the institutions listed above in client letter head written within the this year 2020 – Two (2) points for every letter, max eight (8) points		
Professional qualifications and experience of three technical personnel (attach copies of certificates)	Post-Secondary Educational qualifications (Minimum Diploma) – Three (3) points for each max. twelve (9) points	21	
	Security training qualifications – Four (4) points for each max. twelve (12) points		
Technical capability (documentary evidence is mandatory)	Number of operational vehicles/motor cycles (two (2) points for each Max 10 points (<i>attach Log book copies</i>))	20	
	Number of vehicles mounted with mobile communication equipment (Two) points for each max 8 points) (<i>attach Communication Authority approval and copies of log books.</i>		
	VHF/ Radio communication Equipment connected to police network– Two (2) points		
Insurance	Valid Insurance policy for employees (<i>attach copy</i>)	9	
Guards strength	No. of guards – 1 point for every 5 guards max 10 points (<i>attach copies of NSSF or NHIF contribution certificates</i>)	10	
Financial capability	Liquidity ratio for two financial years (2018 & 2019):	10	
	<ul style="list-style-type: none"> • Greater than 2:1 (5 marks each up to a maximum of 10 marks) 		
	<ul style="list-style-type: none"> • Equal to 2:1(3 mark each) • Less than 2:1(0 mark) 		
	Total	100	100%

NB:

- **Cut off points for the technical evaluation shall be 75 marks and bidders who shall not have attained this mark shall not proceed to the next stage of financial evaluation.**

3. FINANCIAL EVALUATION

The Bidder who shall be determined as the **lowest evaluated bidder** shall be considered and recommended for award of the contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS	Page
3.1 Definitions	21
3.2 Application	21
3.3 Standards	21
3.4 Use of contract documents and information	21
3.5 Patent Rights	21
3.6 Performance security	21
3.7 Inspections and tests	22
3.8 Payment	22
3.9 Prices	22
3.10 Assignment	23
3.11 Termination for default	23
3.12 Termination for insolvency	23
3.13 Termination for convenience	23
3.14 Resolution of disputes	23
3.15 Governing language	24
3.16 Force majeure	24
3.17 Applicable law	24
3.18 Notices	24

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 NCA and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to NCA under the Contract.
- d) “NCA” 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 part of contract.

3.3 Standards

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

3.5 Patent Right's

The tenderer shall indemnify NCA 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 tenderer shall furnish to NCA 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 NCA 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 NCA 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.
- e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

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

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

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 NCA'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 NCA's prior written consent.

3.10 Termination for Default

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

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

3.12 Termination of insolvency

NCA 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 NCA.

3.13 Termination for convenience

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

3.14 Resolution of disputes

NCA's 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

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

General conditions of contract reference	Special conditions of contract
3.6	Not required
3.8	Payment shall be made monthly and within thirty (30) days from the date of invoice attached with signed job cards or attendance sheets as proof of service delivery in each of the regional offices
3.9	Price adjustments shall not be allowed for the entire contract period
3.14	In case of a dispute between the purchaser and the supplier and incase of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17	Laws of Kenya
3.18	National Construction Authority, P.O Box 21046-00100, NAIROBI, GPO.

SECTION V – SCHEDULE OF REQUIREMENTS

Listed is the no. of guards required:-

	NCA Regional Offices	Day Guards	Night Guards	Total
1	12 th Floor KCB Towers	1	1	2

SECTION VI TECHNICAL SPECIFICATIONS / DESCRIPTION OF SERVICES

1. The firm shall provide Security services by deploying adequately trained and well-disciplined security personnel who shall safeguard the NCA site, buildings, moveable and immovable assets, equipment and other items from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises for a period of eleven (11) months.
2. The security personnel shall be deployed round the clock in shifts at the location to safeguard the premises for a period of eleven (11) months.
3. The firm shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
4. The firm shall maintain records of inward and outward movement of men, materials and vehicles, etc with proper check on the same as per instructions given from time to time by the administrator.
5. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
6. The firm shall keep the Authority informed of all the matters of security and co-operate in the investigation of any incident relating to security.
 - **The service provider shall arrange for quarterly performance review meetings with NCA**

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 NCA 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 NCA 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 NCA 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. FORM SD1
6. FORM SD2
7. Letter of Notification of Award

8.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: NCA _____
[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 **Private Security Services at NCA Offices at KCB Towers 12th Floor** in conformity with the said tender documents for the sum of **Ksh.**

(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 supply the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ N/A _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by National Construction Authority.

4. 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.

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 you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tender: Provision of security services at NCA offices KCB Towers 12th Floor

S/No.	NCA Regional Offices	Quantity	Unit Cost per Guard per month (Kshs)	Total Cost Per month (Kshs)	Total cost for 11 months (Ksh.)
1.	12 th Floor KCB Towers	2			
TOTAL TENDER SUM <i>(To be transferred to the form of tender)</i>					

N/B – The total no. of guards required is 2

NOTE:

1. The total tender sum quoted above shall be the tender price for a period of eleven (11) months.

Name of Tenderer _____

Signature of tenderer _____

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

CONTRACT FORM

THIS AGREEMENT made the ___ day of _____ 20___ between..... [Name of procurement entity] of[country of Procurement entity](hereinafter called “NCA”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS NCA 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) NCA’s Notification of Award.
3. In consideration of the payments to be made by NCA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with NCA to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. NCA 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 NCA)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

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

<i>Part 1 – General:</i>				
Business Name				
Location of business premises.				
Plot No.....		Street/Road		
Postal Address		Tel No.	Fax	E mail
Nature of Business ,.....				
Registration Certificate No.				
Maximum value of business which you can handle at any one time – Kshs.				
Name of your bankers Branch (Attach letter from the bank)				
Part 2 (a) – Sole Proprietor				
Your name in full		Age		
Nationality		Country of origin		
• Citizenship detail				
Part 2 (b) Partnership				
Given details of partners as follows:				
Name	Nationality	Citizenship Details	Shares	
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Part 2 (c) – Registered Company				
Private or Public				
State the nominal and issued capital of company-				
Nominal Kshs.				
Issued Kshs.				
Given details of all directors as follows				
Name	Nationality	Citizenship Details	Shares	
1.....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5 .....	.....	.....	.....
(Attach certificate of incorporation)				
Date Seal/Signature of Candidate				

FORM SD1

SELF DECLARATION FORMS (r.47)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of

..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp _____

FORM SD2

SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent 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(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp _____

LETTER OF NOTIFICATION OF AWARD

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 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 EXECUTIVE DIRECTOR