

Serial No. -----

**KENYA NATIONAL TRADING CORPORATION LIMITED**



**YARROW ROAD COMPLEX 2<sup>ND</sup> FLOOR,**

**YARROW ROAD, INDUSTRIAL AREA,**

**P.O. Box 30587- 00100,**

**NAIROBI**

**[www.kntc.co.ke](http://www.kntc.co.ke)**

**Email: [kntc@kntc.co.ke](mailto:kntc@kntc.co.ke)**



**TENDER DOCUMENT FOR PROVISION OF SECURITY SERVICES**

**TENDER NO.**

**KNTC-SS/003/2020/2021**

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

**Tender REF No: KNTCL/SS/003/2020-2021**

KENYA NATIONAL TRADING CORPORATION LTD invites sealed tenders from eligible candidates for the Provision of Security services countrywide.

Interested eligible candidates may obtain further information and the complete tender document from the Procurement office located on 2<sup>nd</sup> floor Yarrow Road, off Nanyuki Road, Industrial Area Nairobi, during normal working hours.

Prices quoted shall be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (90) days from the closing date of the tender.

Completed tender documents in plain sealed envelopes clearly marked “Tender for Provision of Security Services for the period 2020 - 2021” No. **KNTCL/SS/003/2020-2021** and addressed to the under signed should be deposited in the Tender box on 2<sup>nd</sup> Floor, So as to be received on or before **25th February 2020 at 11.30 am.**

**THE MANAGING DIRECTOR  
KENYA NATIONAL TRADING CORPORATION LTD  
YARROW RD OFF NANYUKI RD, INDUSTRIAL AREA  
P.O BOX 30587-00100,  
NAIROBI**

**Attention Supply Chain & Logistics Manager**

The method of submission will be as prescribed in the tender document. Technical bids will be opened immediately after the closing time in the presence of Tenderers’ representatives who choose to attend.

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd, 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 The tender documents shall be downloaded from the Corporation website free of charge.

## **2.3 Contents of tender documents**

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

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

2.4.1 A prospective candidate making inquiries of the tender document may notify the Kenya National Trading Corporation Ltd in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Kenya National Trading Corporation

2.4.2 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 Kenya National Trading Corporation Ltd. 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"

2.4.3 Kenya National Trading Corporation 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 anytime prior to the deadline for submission of tenders, modify the tender document 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, the Kenya National Trading Corporation Ltd, at its discretion, may extend the deadline for the submission of tenders.

### **3 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 the Kenya National Trading Corporation Ltd, 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:

#### **Financial**

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

#### **2. Technical**

- (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 KENYA NATIONAL TRADING CORPORATION LTD 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 the Kenya National Trading Corporation Ltd 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 1 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Kenya National Trading Corporation Ltd 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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kenya National Trading Corporation as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kenya National Trading Corporation Ltd

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified

by the Kenya National Trading Corporation 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 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

(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 the Kenya National Trading Corporation Ltd, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected as non responsive.

2.13.2 In exceptional circumstances, the Kenya National Trading Corporation Ltd 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

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

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

2.15.1 The tenderer shall seal the 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 Kenya National Trading Corporation 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 25<sup>th</sup> February 2020 at 11.30 am.**”

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kenya National Trading Corporation Ltd 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 Kenya National Trading Corporation Ltd at the address specified under paragraph 2.15.2 no later than **25<sup>th</sup> February 2020 at 11.30 am.**

2.16.2 The Kenya National Trading Corporation Ltd 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 Kenya National Trading Corporation Ltd

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 Kenya National Trading Corporation Ltd as provided for in the appendix to instructions to tenderers

## 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 the Kenya National Trading Corporation Ltd 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 The Kenya National Trading Corporation Ltd may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Kenya National Trading Corporation Ltd 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 The Kenya National Trading Corporation Ltd will open all Technical bids of the tenders in the presence of tenderers' representatives who choose to attend, on **25<sup>th</sup> February 2020 at 11.30 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 the Kenya National Trading Corporation Ltd, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Kenya National Trading Corporation Ltd 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 The Kenya National Trading Corporation Ltd may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Kenya National Trading Corporation Ltd 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 Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd 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, the Kenya National Trading Corporation Ltd 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 The Kenya National Trading Corporation Ltd 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 The Kenya National Trading Corporation Ltd 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 Kenya National Trading Corporation Ltd 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 Kenya National Trading Corporation Ltd 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. The Kenya National Trading Corporation Ltd may consider the alternative payment schedule offered by the selected tenderer.

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 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 the Kenya National Trading Corporation Ltd**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd 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, the Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Kenya National Trading Corporation Ltd 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 2.29 the Kenya National Trading Corporation Ltd 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 The Kenya National Trading Corporation Ltd reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya National Trading Corporation Ltd action. If the Kenya National Trading Corporation Ltd determines that none of the tenderers is responsive; the Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd pursuant to clause 2.29. 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 31, the Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd notifies the successful tenderer that its tender has been accepted, the Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd, the successful tenderer shall furnish the performance security in the Performance Security Form provided in the tender documents, or in another form acceptable to the Kenya National Trading Corporation Ltd

The tender security shall be in the amount will be 5 per cent of the tender price.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kenya National Trading Corporation Ltd may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Kenya National Trading Corporation Ltd requires that tenderer 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 The Kenya National Trading Corporation Ltd 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 Eligible tenderers	As per the Kenyan Procurement law
<b>2.12 Tender security</b>	The tender security shall be in the amount will be 5 per cent of the tender price
2.11 Particulars of eligibility and qualifications documents	Evidence required will be as per the evaluation criteria shown in the <b>table B</b> below. These shall comprise the technical bid.
2.2.2 Price Charged for tender document	
2.7 Documents comprising the tender	(a) Technical bid (b) Financial bid submitted in separate envelopes
2.13 - Tender validity period	90 days
2.15 - Sealing and marking of tenders	Financial and technical bids shall be sealed in separate envelopes marked with the tenderer's name and address, and labeled either "Technical bid" or "Financial bid" respectively .The two envelopes shall be sealed in an outer envelope marked with only the tender name and number and addressed as prescribed in the invitation to tender.
2.18 – Opening of tenders	Only technical bids will be opened on closing the tenders. The financial bids will be held by the Company sealed until a date for opening to be set after technical evaluation
2.16.3 Bulky tenders	To be received and initialed by the Supply Chain and Logistics Manager on 2 <sup>nd</sup> floor.
2.24 – Evaluation of tenders	As per criteria on table B below

## **SECTION VI – DESCRIPTION OF SERVICES**

### **INVITATION TO TENDER FOR PROVISION OF SECURITY SERVICES FOR THE YEAR 2017-2019**

The Kenya National Trading Corporation Ltd (KNTC) invites sealed tenders from eligible candidates for the Provision of Security services for the period 2020-2021.

#### **THE SCOPE OF SERVICE**

The Scope of service shall include but not limited to the following:-

1. Provide Security Service to KNTC at Central 1 & 11 and Branch Offices.
2. Provide radio Communication HF & VHF deployment and routine check patrol, together with CCK radio communication licenses
3. Attend fire emergency situation / fire prevention, detection and control
4. Provide literate and trained guards capable of using radios and modern equipment.
5. Ability to control Industrial disputes/assembly control and riots

#### **MANDATORY REQUIREMENTS**

The Tenderer must meet the following minimum requirements:-

- I. Must provide a copy of certificate of registration /incorporation
- II. Must provide a copy of valid KRA Tax Compliance Certificate
- III. Must provide Audited accounts for the last Two years. 2018 and 2019
- IV. Must provide (5) reference letters of contracts held over the last 3 years
- V. Must provide a valid Communication Commission of Kenya radio frequency licenses
- VI. Must provide training program offered to the guards.
- VII. Must provide a list of office distributions countrywide and service equipment, including, Telephones numbers, email, HF/VHF Radio
- VII Bid Bond of 1% of the value of the total quoted price from a reputable bank

The tender documents are not transferable.

Kenya National Trading Corporation Limited is not bound to accept or reject any tenders either in whole or in part.

Schedule A

NO	REGION	BRANCHES	NO. OF GUARDS REQUIRED		UNIT PRICE PER GUARD PER MONTH PER REGION	TOTAL PRICE PER REGION PER MONTH
			Day	Night		
1.	NAIROBI	INDUSTRIAL AREA- Central Warehouse. Runyenjes/Nanyuki Road	4	5		
2.	RIFT VALLEY	KITALE	1	1		
3.	SOUTH RIFT	NAKURU	1	2		
4.	NORTH RIFT	ELDORET	1	2		
5.	RIFT VALLEY	KAPSABET	1	1		
6.	NYANZA	KISUMU	1	2		
7.	WESTERN	KAKAMEGA	1	1		
9.	EASTERN	MERU	1	1		
10.	EASTERN	MACHAKOS	1	1		

11	<b>EASTERN</b>	KARATINA	1	1		
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NOTES:

- 1) In case of discrepancies between unit prices and total, the unit price shall prevail.
- 2) One unit price per region shall prevail and in case of discrepancies between different Branch Offices, the lowest unit price bided in that region shall be considered.

**TERMS OF REFERENCE**

1. To provide access control to KNTC buildings, offices and warehouses.
2. To respond with minimum delay to all security incidents.
3. To liaise with police and report for action all security incidents in consultation with KNTC management.
4. To carry out a planned security survey of KNTC sites/buildings/perimeter and make a holistic written report to management on KNTC security vulnerabilities that need security coverage.
5. To respond to fire and security alarm activation.
6. To maintain a KNTC site Occurrence Book recording of daily occurrences at the site including movement of goods, opening and closing of offices and warehouses, incidents, etc.

**Table B- CRITERIA FOR EVALUATION**

A.	MANDATORY REQUIREMENTS	POINTS
A1.	Conformity with Para 2.20 of the instructions to tenderer on responsiveness Physical location of business premises (See <b>business questionnaire</b> )	YES/NO ” ”
B.	<b>TECHNICAL CRITERIA/GENERAL REQUIREMENTS</b>	
B1.	<b>General experience see</b> <ul style="list-style-type: none"> <li>▪ <b>To include Company/Business Profile -Disclosure of Directors/ Partners /Sole Proprietor.</b></li> </ul>	15
B2.	<b>Specific experience, see paragraph 2.4.3</b> <ul style="list-style-type: none"> <li>▪ Details of similar assignments ( Security services) recently Undertaken with at least 5 firms (<b>Attach Proof e.g. l.p.o’s, letters of award e.t.c</b>) .Include reference contacts and client list.</li> <li>▪ Business Referees (<b>At least three</b>). Attach letters of undertaking from referees representatives who can be contacted</li> </ul>	25
B3.	1) Proof of Financial capacity and stability <ul style="list-style-type: none"> <li>▪ Bidder shall provide ;               <ul style="list-style-type: none"> <li>(i) Audited Financial reports (including cash flow statements) for the last three years,</li> <li>(ii) Current three months bank statements</li> <li>(iii) Letter from bankers.</li> </ul> </li> </ul> <p>The evaluation team shall look at the degree of the following;</p> <ul style="list-style-type: none"> <li>▪ Financial capacity stability and solvency</li> <li>▪ Liquidity</li> <li>▪ Stability- solvency and capacity</li> <li>▪ Proof of credit access from financial institutions or other sources of financing e.g. asset base</li> </ul>	Total mark <b>30</b>  15pts  15pts
B4.	Proof of Physical Operational Offices in areas where our branches are located	<b>30</b>
	<b>TOTAL</b>	<b>100</b>

**N/B BIDDER MUST ATTAIN 70% SCORE IN THE TECHNICAL EVALUATION TO QUALIFY FOR FINANCIAL EVALUATION**

**FINANCIAL SCORE WILL BE 30%**

The evaluation results will be ranked on Combined Financial and Technical Score which is given as follows:-  $S = S_t + S_f$

Where

$S_t$  = Technical Score

$S_f$  = Financial Score

$S$  = Combined Financial and Technical Score

o

**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 the Kenya National Trading Corporation Ltd 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 cleaning services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya National Trading Corporation Ltd under the Contract.
- d) "The Kenya National Trading Corporation Ltd" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

**3.2 Application**

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

**3.3 Standards**

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

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

The tenderer shall indemnify the Kenya National Trading Corporation Ltd 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- IF APPLICABLE**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd and shall be in the form of :

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

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

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Kenya National Trading Corporation Ltd may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Kenya National Trading Corporation Ltd

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

### 3.8 **Payment**

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

### 3.9 **Prices**

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

### 3.10 **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Kenya Industrial estates Ltd's prior written consent.

### 3.10 **Termination of the contract**

3.11 Kenya National Trading Corporation Ltd may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Kenya National Trading Corporation Ltd if the tenderer fails to perform any other obligation(s) under the Contract.
- b) if the tenderer, in the judgment of the Kenya National Trading Corporation Ltd has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- c) In the event the Kenya National Trading Corporation Ltd terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems



appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya National Trading Corporation Ltd for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

- 3.13.1 The Kenya National Trading Corporation Ltd by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Kenya National Trading Corporation Ltd 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 the Kenya National Trading Corporation Ltd may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The Kenya National Trading Corporation Ltd and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### 3.18 Notices

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

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6 Performance security	Not applicable
3.8 Method and conditions of payment	Monthly invoices with a credit period of not less than 30 days
23.14 Resolution of disputes	Arbitration to be considered before litigation
3.17 Specify applicable law	Kenyan law

## **SECTION V – SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS**

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

This part will include any deliverables under the service contract

In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description shall meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable on condition that the bidder provides samples acceptable to the Corporation.

This part will include any deliverables under the service contract.

The schedule of requirements and description of services is attached at the end of this document as **annexure A**

### **STANDARD FORMS**

1. Form of tender – Technical bid
2. Form of Tender- Financial bid/ Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Declaration form

**FORM OF TENDER TECHNICAL BID**

Date \_\_\_\_\_

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

To... Kenya National Trading Corporation Ltd

P.o Box 30587-00100

Nairobi

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers]*, of which is hereby duly acknowledged, we, the undersigned, offer to provide Courier services in conformity with the said tender documents.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for a period of *[90]* day from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*(Signature) (In the capacity of)*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**FORM OF TENDER FINANCIAL BID**

Date \_\_\_\_\_

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

To: Kenya National Trading Corporation Ltd

P.o Box 30587-00100

Nairobi

Gentlemen and/or Ladies:

5. Having examined the tender documents including Addenda Nos..... *[insert numbers,* the of which is hereby duly acknowledged, we, the undersigned, offer to provide Courier services in conformity with the said tender documents for the sum of

\_\_\_\_\_

*(Total 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.

- 6. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
- 7. We agree to abide by this Tender for a period of *[90]* day 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.
- 8. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*[Signature]*

*[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## PRICE SCHEDULE FOR SERVICES

Name of Tender: Provision of Security Security

Tender Number KNTCL/SS/003/2020-2021

1	2	3	4	5	6
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item

## SUMMARY OF PRICE SCHEDULES

	Description of Areas	Rate per month inclusive of VAT	Total cost per month inclusive of VAT
1	KNTC OFFICES & BRANCHES		
3	Total cost		

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

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

**CONTRACT FORM - TO BE COMPLETED AFTER AWARD**

THIS AGREEMENT made the \_\_\_day of \_\_\_\_\_20\_\_\_between Kenya National Trading Corporation Ltd of Kenya (hereinafter called “the Company” of the one part and ..... [Name of tenderer] of ..... [City and country of tenderer ](Hereinafter called “the tenderer”) of the other part.

WHEREAS the KENYA NATIONAL TRADING CORPORATION LTD invited tenders for Provision of Security services countrywide] and has accepted a tender by the tenderer for the supply of those services 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 Price Schedule submitted by tenderer
  - b) The schedule of requirements
  - c) The General conditions of contract
  - d) The special conditions of contract
  - e) The Kenya National Trading Corporation Ltd Notification of Award
3. In consideration of the payments to be made by the Kenya National Trading Corporation Ltd to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kenya National Trading Corporation Ltd to provide the services and to remedy defects therein in conformity in all respects with the provisions of 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 the Kenya National Trading Corporation Ltd)

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

In the presence of \_\_\_\_\_.



**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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.

<p><b>Part 1 General</b></p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No, ..... Street/Road.....</p> <p>Postal address ..... Tel No. .... Fax Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

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

**LETTER OF NOTIFICATION OF AWARD**

Kenya National Trading Corporation Ltd  
P.O Box 30587-00100  
NAIROBI

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 ACCOUNTING OFFICER