

KENYA CIVIL AVIATION AUTHORITY



TENDER NO. KCAA/050/2019-2020

**TENDER FOR THE PROVISION OF PRIVATE
SECURITY AND GUARDING SERVICES**

DATE OF NOTICE: TUESDAY, 7TH APRIL, 2020

**CLOSING DATE: THURSDAY, 23RD APRIL, 2020 AT
11.00A.M.**

Notes:

- 1. All interested bidders with clarification requests to send to email address: **procurement@kcaa.or.ke** before or on **Wednesday, 15th April, 2020 at 5.00pm.***
- 2. All bidders must note that KCAA communicates only in writing to all interested bidders during the entire tendering process.*

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INTRODUCTION

Kenya Civil Aviation Authority hereinafter referred to as KCAA wishes to invite bids from firms providing private security and guarding services For KCAA HQ'S, East African School of Aviation (EASA) and Other Stations.

The broad scope of Guarding Security Services entail:

- i. Offering protection to all KCAA Assets, staff, offices and Navigational Aids located both in the Air and Land sides
- ii. Controlling Access in and out of KCAA premises
- iii. Regulating traffic, both human and vehicular into, within and out of KCAA premises
- iv. Documenting all security incidences affecting KCAA staff, Assets or/ and Facilities, investigating and properly reporting findings to KCAA Management for appropriate action.

The detailed scope of the Security Guarding Services is contained in the tender document.

SECTION I – INVITATION TO TENDER

DATE: TUESDAY, 7TH APRIL, 2020

TENDER REF. NO.KCAA/050/2019-2020

TENDER NAME: TENDER FOR THE PROVISION OF PRIVATE SECURITY AND GUARDING SERVICES

- 1.1 KCAA **invites** sealed bids from all interested candidates for the: **Tender for the Provision of Private Security and Guarding Services.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **KCAA Procurement Office on Ground Floor, Aviation House Building, Jomo Kenyatta International Airport** during normal office working hours (8.00am-1.00pm, 2.00pm – 5.00pm). *Bidders may also view and download the bidding document from KCAA website: www.kcaa.or.ke or from www.tenders.go.ke and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums to procurement@kcaa.or.ke*
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of One thousand Kenya shillings (**Ksh 1,000.00**) in cash or bankers cheque payable to Director General, Kenya Civil Aviation Authority. Bidders who download the tender document will not be required to pay.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain valid for a period of 90 days from the Closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **Ground Floor, Aviation House, Jomo Kenyatta International Airport** or be addressed to:

**The Director General,
Kenya Civil Aviation Authority,
P.O Box 30163-00100, Nairobi**

So as to be received on or before **Thursday, 23rd April, 2020 at 11.00 am.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the Tender opening committee. Candidates or their representatives are encouraged NOT to attend due to the Government directive on Corona Virus pandemic.
- 1.7 KCAA will not accept late tenders.

**Manager Procurement
For: Director General**

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. KCAA'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 KCAA 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 KCAA, 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 KCAA shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

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

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

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

2.4 Clarification of Documents

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) 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 KCAA 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 KCAA'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 KCAA 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 KCAA 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 KCAA.

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 KCAA 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 KCAA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KCAA as non-responsive.

2.13.2 In exceptional circumstances, KCAA 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 KCAA 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, 23rd April, 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 2.15.2, KCAA 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 KCAA at the address specified under paragraph 2.15.2 no later than **Thursday, 23rd April, 2020 at 11.00 am.**

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

2.17.6 KCAA 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 KCAA will open all tenders in the presence of Tenderers' representatives who choose to attend, on 11.00 a.m. **Thursday, 23rd April, 2020** 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 KCAA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 KCAA 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 KCAA 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 KCAA in KCAA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

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

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

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

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

KCAA 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 KCAA'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. KCAA 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 KCAA

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KCAA 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 KCAA 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, KCAA 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 KCAA 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 KCAA 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 KCAA 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 KCAA 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 KCAA's action. If KCAA determines that none of the Tenderers is responsive; KCAA 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 KCAA 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, KCAA 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 KCAA notifies the successful tenderer that its tender has been accepted, KCAA 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 KCAA.

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 KCAA, 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 KCAA.

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 KCAA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 KCAA 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 KCAA 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	<i>Particulars of eligible tenderers</i> Registered qualified firms operating in Kenya
2.8	The Form of Tender must be filled and signed.
2.10	<i>Particulars of other currencies allowed.</i> Price should be in Kenya shillings only or a freely convertible currency.
2.12	Tender security required is KES. 750,000.00 in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or an insurance from insurance agencies allowed by public procurement Regulatory Authority) valid for 150 days from the date of closing date of the tender.
2.13.1	Tender shall remain valid for a period of 150 days from the date of opening
2.14.1	Bidders shall provide 1 ORIGINAL copy of the tender document clearly marked original and 1 other copy marked COPY all placed in one envelope and tender title and number and closing date clearly written on top of the envelope
2.16	Deadline for Submission of Tenders /Closing date shall Thursday, 23rd April, 2020 at 11.00 am.
2.28	Performance security of 10% of the contract price will be required from the winning bidder after the award of the tender

EVALUATION CRITERIA

Kenya Civil Aviation Authority will consider the following three categories of criteria to evaluate the tenders.

- A) Mandatory tender requirements
- B) Technical Evaluation – 100% (pass mark is 80%)
- c) Financial Evaluation – lowest evaluated bidder
- D) Due diligence where necessary

(a) MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

No.	Documents to be submitted
1.	Ineligibility: - Bidders and associated firms who have existing ongoing contracts with KCAA which have delayed beyond the original scheduled completion period in the contract or having none performing records or terminated contracts are not eligible to participate. This shall be based on records within KCAA.
2.	Provide a Tender Security of KES 750,000.00 in form of a banker's cheque, bank guarantee or Insurance Guarantee from a reputable insurance company recognized by PPRA. The tender security should be valid for 150 days from the date of tender opening.
3.	Duly filled, signed and stamped Form of Tender
4.	Submit a copy of CR12 certificate from registrar of companies
5.	Certificate of Incorporation/Registration in Kenya
6.	1 Original & 1 copy of bid documents with all pages numbered serially/paginated
7.	Attach a Valid Tax Compliance Certificate
8.	Attach a Valid Business License from the County of operation
9.	All Bidders must be a registered member of the relevant Private Security Industry Association (PSIA) and Kenya Security Industry Association (KSIA) for a minimum duration of ten (10) years, attach a certificate as evidence.
10.	All Bidders must be registered members of Kenya Private Securities Regulation Authority (KPSRA)
11.	Attach a copy of a current and valid CAK Frequency license for radio communication
12.	Provide evidence of insurance cover against loss of clients' property
13.	Duly filled confidential questionnaire (Indicate all the directors and respective shares)
14.	Provide evidence of compliance with labor minimum wages (Certificate of compliance from the Ministry of labor/relevant jurisdiction. Also attach copies of master payroll containing names, NSSF & NHIF monthly submission as per the submitted payroll for February, 2020. Also, provide current 3 months' pay slips for at least 10 staff members of appropriate cadre to be deployed, specific to Supervisor, and guards and Dog Handlers (Due

	diligence to be undertaken to prove this).
15.	Submit compliance certificate from NHIF – attach three monthly payment receipts from December 2018 to February,2020)
16.	Submit compliance certificate from NSSF – attach three monthly payment receipts from December 2018 to February, 2020)
17.	Provide a sample exit/entry strategy/implementation work plan for this proposed project
18.	Provide Audited Financial statements for the last three years – 2019/2018, 2017 & 2016
19.	Duly filled, signed and stamped sworn Anti-corruption affidavit signed by commissioner of oaths
20.	Submit at least Five (5) Contracts/LSO's/completion certificates worth Kshs. 40 Million on each contract per annum from previous clients where similar assignment has been successfully provided in the past Five (5) years.
21.	Submit at least Five (5) recommendation letters from previous clients (stated above) (KCAA not included if any) where similar assignment has been successfully delivered.
22.	Submit a statement in the bidders letter head that the company is not insolvent, receivership, bankrupt or in the process of being wound up
23.	Submit a statement in the bidder's letter head indicating that the person or his or her sub-contractor, if any is not debarred from participating in procurement proceedings
24.	Submit a statement in the bidder's letter head indicating that the person participating in procurement proceedings has not been convicted of corrupt or fraudulent practices

(b) TECHNICAL EVALUATION CRITERIA

In order to increase objectivity in the evaluation, technical scores will be evaluated on a weighted basis whereby each evaluated item is assigned some weights based on their importance to KCAA. Items to be considered and maximum scores assigned are tabulated below:

TECHNICAL EVALUATION

Technical evaluation criteria will be as follows:-

CRITERIA	METHOD OF EVALUATION	MAXIMUM POINTS	PERCENTAGE SCORE
Firm's experience as shown by number of years in the Provision of Private Security Services	1 point for every year's experience	10	
References	No of contracts handled in the last three years (attach copy of contract) 2 pts for each – max 6 pts	28	
	No of contracts with public entities (attach copy of contract) 2 pts for each max 6 pts		
	No of contracts whose value is Kshs 40 million and above (attach copy of contract) 2 pts for each max 10 pts		
	Recommendation letters from three clients - 2 pts for every letter, max 6		
Professional qualifications and experience of three technical personnel	Security qualifications (Attach documentary evidence) – 5 for each	60	
	Relevant degree (Attach copy of certificate)– 5 for each		
	Relevant experience – 1 point for every year's experience after qualification, max. 10		
Technical capability	No of operational vehicles/motor cycles (2 pts for each max 6 pts)	30	
	No of vehicles mounted with mobile		

CRITERIA	METHOD OF EVALUATION	MAXIMUM POINTS	PERCENTAGE SCORE
	communication equipment (2 pts for each max 10 pts)		
	VHF/ Radio communication Equipment - 10		
	No of dogs (19 required)- 4		
Insurance	Insurance policy for employees (attach copy)	5	
Guards strength	No of guards (attach copies of NSSF and NHIF contribution certificates)	5	
Financial capability	Financial resources	5	
	Financial capability of the firm based on information provided in the last two years audited accounts.		
	<ul style="list-style-type: none"> • Current assets : Current liabilities (2 marks) • Working capital (2 marks) • Positive profit trends for the last two years (1 marks) 		
	Total	143	100%

Note: The pass mark to proceed for further evaluation stage shall be 80% of 143 marks. Evaluation shall be done based on the evaluation criteria provided.

c) Financial Evaluation:

The winning bidder will be the lowest evaluated bidder among those who will have passed the technical evaluation as outlined above **(a & b)** except where other conditions are not met as specified in the tender document.

d) Due diligence may be carried out during the process.

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between KCAA 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 KCAA under the Contract.
- d) “KCAA” 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 KCAA 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 KCAA 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 KCAA 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 KCAA 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 KCAA 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 KCAA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KCAA 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 KCAA.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, KCAA 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 KCAA.

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 KCAA'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 KCAA's prior written consent.

3.10 **Termination for Default**

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

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

3.12 Termination of insolvency

KCAA 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 KCAA.

3.13 Termination for convenience

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

3.14 Resolution of disputes

KCAA'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	A performance security of 10% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.8	Payment shall be made monthly and within thirty (30) days from the date of invoice and upon satisfactory delivery of services
3.9	Price adjustments shall not be allowed for the entire contract period
3.14	Incase 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	Kenya Civil Aviation Authority, P.O Box 30163-00100, NAIROBI, GPO. Suppliers contact to be furnished.
Other's as necessary	<p>1. Award The Award shall be made to the lowest evaluated bidder.</p> <p>2. Delivery The security services must be delivered to ALL the indicated Kenya Civil Aviation Authority's stations, within the period indicated by the successful bidder(s) from the date of signing the contract.</p> <p>3. Liquidated Damages If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of twenty (20) days. No deliveries shall be accepted after the twentieth working day in which case the contract will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Kenya Civil Aviation Authority shall then be at liberty to realize the performance bond. In this clause, "days" mean working days.</p> <p>4. Prices All prices quoted must be inclusive of all taxes, discounts and delivery costs to the Kenya Civil Aviation Authority, Nairobi. The prices charged for the services performed shall not be adjustable for a period of one year. In accordance with Government policy, the taxes shall be deducted from payments made to the tenderer and the same shall be forwarded to the Kenya Revenue Authority (KRA).</p>

SECTION V - DESCRIPTION OF SERVICES

GENERAL CONDITIONS AND SPECIFICATIONS

The broad scope of works for Guarding Security services include but not limited to the following:

1. Undertake gate guarding and access control duties to persons and vehicles coming into and out of KCAAs stations and installations.
2. Perform general guarding duties in KCAA's Stations, Estates and Installations.
3. Perform lawful searches on persons and vehicles moving into and out of KCAA's Stations and Installations and verify the identity of occupants of vehicles and their destinations/missions, assets/property carried along before allowing the same to proceed to their destinations.
4. Keep and maintain accurate records of any act(s) of security breach, visitors' movements/visits, assets, properties and vehicle movement into and out of KCAA's facilities/institutions.
5. Report any act(s) of security breach, unusual incidents, hazardous conditions and matter that threatens or appears to threaten the normal security situation or any other matter of importance touching on safety, such as emergencies occurring within or around KCAAs Stations, Estates, and Installations as soon as they occur or are detected.
6. Conduct mobile/foot patrols of assigned facilities, offices, stations or installation as required to ensure that all assets are secure;
7. Employ acceptable security technique(s) in order to detect any act(s) or suspicious act(s) of breach of security.
8. Ensure adequate security knowledge of KCAAs stations and installations/security points in order to effectively detect any act(s) or omissions that breaches or can facilitate or promote breach of security and perform corrective measures and report the same to the concerned officer(s) and record the same.
9. Where sufficient grounds exist, apprehend and detain, using lawful and reasonable force any person found in the act of security breach, where in the opinion or view of the security personnel, further investigations/evidence and prosecution might be considered, confiscating all the available physical evidence from the detainee, while carefully taking notes of evidence and the detainees' particulars.
10. Assist in suppressing fires, evacuation and rescue of staff and others from danger to assembly points or any other designated point(s)/area(s) and to aid and guide

the first respondents into/out of the stations and installations in order to facilitate rescue/evacuation operations.

11. Ensure the safety and security of all persons on KCAA's offices, estates and installations.
12. Depending on KCAA's stations and installations where the guards are deployed, hoist and lower business/company and national flags during holidays and any other days as may be required or directed.
13. Maintain a daily log for each shift in accordance with all policies for the Site (e.g. sign in and sign out requirements for visitors).
14. Maintain log of all security violations and report occurrences to KCAA Security or any other designated officer(s) as quickly as possible considering the nature of the violation or incident.
15. Be familiar with and implement emergency fire or fire alarm procedures including familiarity with floor plans with locations of fire alarm pull boxes, fire extinguishers, fire alarm monitoring panel and other life/safety systems in all KCAA's offices, Estates and Facilities.
16. Be familiar with and implement procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies.
17. Where and whenever necessary, provide safety and security escorts to vehicles and persons coming in and moving out of KCAAs stations, estates and installations.
18. Provide 24-hour vehicular security back-up services for all stations.
19. Provide adequate communication and surveillance equipment in all guards' stations.
20. Any other incidental or related tasks as may from time to time be assigned by KCAA.

I. PROJECTED SECURITY REQUIREMENTS:

The projected requirements for security guards, Dogs, Dog Handlers and supervisors is as below:

STATION NAME	GUARD POSTS	Guards (Day)	Guards (Night)	Totals	Super visors	Dogs And Handlers	Other Equipment	
							VHF Radio	Binocu lars
EASA	Main GATE	3	3	6	2	6	5	0
	Gate C	2	3	5				
	Estate	2	2	4				
	Pavilion And Pool Restaurant	1	1	2				
	Laundry, Water Packaging And Kitchen	1	1	2				
	Hostel	2	2	4				
	Admin Block	1	1	2				
	Engineering Block	1	2	3				
	LIBRARY	2	2	4				
	Workshop Block	1	1	2				
	STECOL Site	2	1	3				
WILSON AIRPORT	WAP New Tower	2	2	4	0	0	2	2
	Link Trainer (WAP)	1	2	3				
NGONG	DME/DVOR	1	1	2	0	2	1	0
	VHF	1	2	3			1	
KCAA HQ	Main Gate	4	4	8	2	2	4	0
	Office Block	4	4	8				
	Basement Parking	1	1	2				
	Main Reception	3	2	5				
	Patrol	1	1	2				
JKIA	JKIA Tower Gate	1	1	2	0	0	4	4
	JKIA Admin Block	2	2	4				
	JKIA Receiver	2	2	4				

	JKIA Radar	2	2	4				
	JKIA M-LAT Stations	4	4	8				
CTX	Central (CTX) Workshop Various Stations	7	8	15	2	4	3	3
STONNY ATHI DME/VOR	Stone Athi DME/VOR	1	1	2	0	0	1	1
KISUMU	Kisumu DVOR	1	1	2	0	1	2	2
	Kisumu Control Tower	1	1	2				
MALINDI	Malindi DVOR	2	2	4	0	0	4	2
	Malindi Tower	1	1	2				
	Malindi Briefing Office	1	0	1				
MOMBASA AIRPORT	Mwakirunge	2	2	4	2	0	10	5
	MIA Receiver Station	1	1	2				
	MIA Control Tower	1	1	2				
	MIA TX	1	1	2				
	MIA Localizer	1	1	2				
	MIA Glide Path	1	1	2				
	MIA MLAT	2	2	4				
	Bamburi Estate	2	2	4				
	Nyali Estate	2	2	4				
	Miritini Estate	1	1	2				
					0			
DIANI ATC MOBILE TOWER	Diani Mobile Tower	1	1	2	0	1	1	1
MTITO ANDEI	Mtito Andei Land	1	1	2	0	1	2	1
		77	79	156	8	19	40	21

II. SUMMARY PER STATION

STATION NAME	Guards (Day)	Guards (Night)	Supervisor	New Totals	Dogs and Handlers	Other Equipment	
						VHF Radio	Binoculars
EASA	19	18	2	37	6	5	0
WILSON AIRPORT	3	4	0	7	0	2	2
NGONG	2	3		5	2	2	0
KCAA HQ	12	12	2	24	2	4	0
JKIA	11	11	0	22		4	4
CTX	7	8	2	15	4	3	3
STONNY ATHI DME/VOR	1	1		2	0	1	1
KISUMU	2	3	0	5	1	2	2
MALINDI	4	3	0	7		4	2
MOMBASA AIRPORT	14	14	2	28	2	10	5
DIANI ATC MOBILE TOWER	1	1		2	1	1	1
MTITO ANDEI	1	1	0	2	1	2	1
	77	79	8	156	19	40	21

There will be Supervisors in major stations for more effective provision of security services. Supervisors will act as the link between the guarding company and management in the stations for purposes of relaying information and cascading instructions. In this regard, we will have supervisor positions to be distributed in main stations per shift as below:

STATION	SUPERVISORS	
	Day Shift	Night Shift
MOMBASA & DIANI	1	1
EASA	1	1
AVIATION HOUSE	1	1
CTX & STONI ATHI	1	1
TOTALS	4	4

DURATION OF THE CONTRACT:

The successful bidder will provide the services for a duration of Two (2) years from the date of this contract (Hereinafter referred to as "the term").

Note that: The Second Year **SHALL** be based on satisfactory performance in the first year of service provision.

This contract shall be deemed to have commenced immediately on signing by both parties. The term may be extended for another one year upon agreement by both parties and subject to continuous satisfactory work performance.

MODALITIES OF PAYMENT

The tenderer shall provide evidence of capability to pay its staff as per the Government requirements.

SECTION VI - PRICE SCHEDULE OF REQUIREMENTS:

No	Description	Qty	Unit price per month (Kshs)	Total Price per month in Kshs	Total Price for 12 months in Kshs	Total Price for 24 months 2 Years- Kshs
1.	Security Guards – day, night and Dog Handlers	156				
2.	Dogs	19				
3.	Supervisors	8				
		KSHS.				
TOTAL PRICE IN KENYA SHILLINGS INCLUSIVE OF ALL TAXES FOR TWO YEARS (24 MONTHS) TO BE TAKEN TO THE FORM OF TENDER						

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i. All prices to be inclusive of all taxes.
- ii. In case of discrepancy between unit price and total, the unit price shall prevail.
- iii. The total amount in Kenya shillings for **two (2)** years to be taken to the form of tender

STATE DELIVERY PERIOD:

.....

Authorized Official of the tenderer:

Name

Signature,

Official Rubberstamp

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 the procuring entity 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 the procuring entity 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 the procuring entity 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 VI - STANDARD FORMS

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

FORM OF TENDER

Date _____ Tender No. _____

To: Kenya Civil Aviation Authority

P.O BOX 30163-00100, 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 **Tender for the Provision of Private Security & Guarding Services** for KCAA HQ's ,EASA and other regions in conformity with the said tender documents for the sum of *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2020

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

CONTRACT FORM

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

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

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.

Part 1 General			
Business Name			
Location of Business Premises			
Plot No,		Street/Road	
Postal address		Tel No. Fax Email	
.....			
Nature of Business			
Registration Certificate No.			
Maximum value of business which you can handle at any one time Kshs.....			
Name of your bankers.....			
.....			
Branch.....			
Part 2 (a) – Sole Proprietor			
Your name in full.....Age.....			
Nationality.....		Country of Origin.....	
Citizenship details			
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. ....	.....	.....	.....
Date.....		Signature of Candidate.....	

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

TENDER SECURITY FORM

Whereas _____ [Name of the tenderer]

(Hereinafter called "the tenderer") has submitted its tender dated _____ [Date of submission of tender] for the provision of _____ [Name and/or description of the services] (Hereinafter called "the Tenderer") _____

KNOW ALL PEOPLE by these presents that WE..... Of
..... [Name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 ____

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) Fails or refuses to execute the Contract Form, if required; or
(b) Fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To: Kenya Civil Aviation Authority

WHEREAS..... [Name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____20_____to

Supply.....

[Description services](Hereinafter called "the contract")

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

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

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

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[Name of tender].....

Gentlemen and/or Ladies:

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

REPUBLIC OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT

CHAPTER 15 LAWS OF KENYA

AND

IN THE MATTER OF

THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015

I, holder of Identity card no.....and
care of P. O. Box and being a resident of in
the Republic of Kenya do hereby make oath and state as follows: -

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer /Director of
..... (name of the Candidate) which is a Candidate in respect of
Tender Number to supply goods, render services and/or carry out
works for Kenya Civil Aviation Authority and duly authorized and competent to
make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to
any member of the Board, Management, Staff and/or employees and/or agents of
Kenya Civil Aviation Authority, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any
inducement to any member of the Board, Management, Staff and/or employees
and/or agents of Kenya Civil Aviation Authority.
4. **THAT** the aforesaid candidate has not committed any offence under the Laws of
Kenya or the Procurement Laws or been debarred from participating in any
tenders by virtue of non-performance/poor-performance or any other legal reason
and is not undergoing any adverse disciplinary action/claim before the Public
Procurement and Disposal Authority.

5. **THAT** the aforesaid candidate, its directors and shareholders have not been convicted of corrupt or fraudulent practices in any court of competent jurisdiction within the Republic of Kenya.
6. **THAT** the aforesaid candidate has not defaulted in his/her/their/its tax obligations per the tax laws of the Republic of Kenya.
7. **THAT** the aforesaid candidate has not been in breach of the employment laws of the Republic of Kenya.
8. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at by the said }

..... }

Name of Chief Executive/Managing Director/ }

Principal Officer/Director }

on this day of 2020... }

}

}

DEPONENT

Before me }

}

Commissioner for Oaths