



ISO 9001:2015 CERTIFIED

**NATIONAL SOCIAL SECURITY FUND
P.O BOX 30599 – 00100
NAIROBI.**

NSSF TENDER NO.24/2019/2020

**PROVISION OF SECURITY AND GUARDING
SERVICES TO CLASS “A” PROPERTIES**

(JUNE 2020)

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SECTION I – INVITATION TO TENDER

The National Social Security Fund invites sealed Tenders from eligible and competent Security Firms for **Provision of Security and Guarding Services to Classes “A” Properties** as detailed in the tender document.

Tender documents detailing the requirements may be downloaded from the website www.nssf.or.ke or <http://supplier.treasury.go.ke> free of charge. Interested bidders who download the documents should send their particulars immediately through email procurement@nssfkenya.co.ke for registration purposes before the tender closing date. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued.

Tender documents shall be accompanied by the **Mandatory** requirements as detailed in the respective tender documents for preliminary evaluation. Interested bidders are therefore advised to inspect the RFP documents and acquaint themselves with the stated mandatory and technical requirements.

Completed Tender documents should be submitted in a plain sealed outer envelope enclosing separately sealed envelopes (in “**Original**” and “**Copy**”) clearly marked **NSSF Tender No.24/2019/2020– Provision of Security and Guarding Services to Classes “A” Properties**, as per instructions in the tender documents and addressed to:

The Managing Trustee
National Social Security Fund
P O Box 30599-00100
NAIROBI

Should be deposited in the Tender Box on 2nd Floor Block ‘A’, Western Wing, Social Security House, Nairobi **on or before 23rd June, 2020 at 11.00 am** East African time.

Tenders will be opened immediately thereafter on 4th floor, Seminar Room, Social Security House, Block “A”, Western Wing – Nairobi in the presence of bidders’ representatives who chose to attend.

The NSSF reserves the right to accept or reject any application either in whole or in part. Further, NSSF may terminate the tender at any stage and shall not be liable for any costs whatsoever.

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 NSSF'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 the NSSF 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 NSSF, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 No price to be charged for the tender documents. Documents shall be downloaded from the website www.nssf.or.ke or <http://supplier.treasury.go.ke> **free of charge**.
- 2.2.3 The NSSF 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) 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 NSSF in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The NSSF 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 NSSF. 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. The NSSF 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 NSSF, 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, the NSSF, 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 the NSSF, 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 8, 9 and 10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire
- (e) Declaration form

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 the NSSF 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 NSSF'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 of **Kshs.1, 000, 000.00.**

2.12.2 The tender security is required to protect the NSSF 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 Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, in the form provided in the tender documents or any other form acceptable to the NSSF and valid for thirty (30) days beyond the validity date of the tender.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1, 2.12.2 and 2.12.3 will be rejected by the NSSF 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 NSSF.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security May be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the NSSF on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.26
or
- (ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening prescribed by the NSSF, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the NSSF as non responsive.

2.13.2 In exceptional circumstances, the NSSF 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 each tender clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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 initialled by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The 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.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the NSSF at the address given in the invitation to tender

(b) Bear, **NSSF Tender No. NSSF 24/2019/2020 – Provision of Security and Guarding Services to National Social Security Fund Classes “A” Properties** and the words: **“DO NOT OPEN BEFORE 23rdJune, 2020 at 11.00 am East African time.”**

2.15.3 The inner envelopes only 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, the NSSF will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the NSSF at the address specified under paragraph 2.15.2 no later than **23rdJune, 2020 at 11.00 am East African time.**

2.16.2 The NSSF 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 NSSF 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 NSSF 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 the NSSF 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 NSSF 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 NSSF 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 NSSF will open all tenders in the presence of tenderers' representatives who choose to attend after **11.00 am local time on 19th June 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 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 NSSF, at its discretion, May consider appropriate, will be announced at the opening.

2.18.3 The NSSF 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 NSSF 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 NSSF in the NSSF's 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 NSSF 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 NSSF May waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the NSSF 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 NSSF'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 the NSSF 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 NSSF 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 NSSF 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 NSSF's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

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

(a) **Operational Plan.**

The NSSF 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 NSSF'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. The NSSF 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 NSSF

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the NSSF 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 NSSF 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 The NSSF 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 technical and financial 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 NSSF 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 NSSF 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 NSSF 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 NSSF 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 NSSF's action. If the NSSF determines that none of the tenderers is responsive; the NSSF 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 NSSF 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, NSSF 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 NSSF notifies the successful tenderer that its tender has been accepted, the NSSF 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 NSSF.

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.

2.26.4

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the NSSF, 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 the NSSF.

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 NSSF May make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The NSSF 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 The NSSF 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 the procurement of Security/Guarding services shall complement, supplement, or amend, the provisions on 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.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	Eligible tenderers shall be Kenyan based registered Security Firms
2.10	The price quoted shall be in Kenya Shillings (Kshs)
2.12	The bid bond shall be Kshs.1,000,000.00
2.15.2 (b)	The tender shall be closing on 23rd June 2020 at 11.00 am East African time.
2.16.1	Not later than 11.00 am local time on 23rd June, 2020
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Procurement Manager's (Procurement Department) office on 9 th Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the tenderer shall be required to place the tender documents at the tender box designated area.
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account

SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- i) “The contract” means the agreement entered into between the NSSF 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.
- ii) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- iii) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the NSSF under the Contract.
- iv) “The Procuring entity” means NSSF/Fund, the organization sourcing for the services under this Contract.
- v) “The contractor” means the individual or firm providing the services under this Contract.
- vi) “GCC” means general conditions of contract contained in this section
- vii) “SCC” means the special conditions of contract
- viii) “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

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

3.4 Patent Rights

The tenderer shall indemnify the NSSF 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.

3.5 Performance Security

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

- a) Cash.
- b) A bank/Insurance guarantee.
- c) Letter of credit.

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

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

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 NSSF'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 the NSSF's prior written consent.

3.10 Termination for Default

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The NSSF 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 NSSF 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 NSSF May elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The NSSF'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.

- 4.1.1 The Tender comprises three independent properties. Tenderers are therefore advised to acquaint themselves with the mandatory requirements. Preference would be given to those tenderers who quote for all the properties. **The Fund reserves the right to award all the properties to one tenderer or severally.**

4.2 Tendering Notes

- 4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform the Fund at once and have the same rectified.
- 4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the Fund in order that the correct meaning May be decided upon before the date for submission of the Tender.
- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.
- 4.2.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the Fund shall not take any responsibility or liability for any loss or misplacement of loose documents.
- 4.2.5 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.
- 4.2.6 The tenderers are advised to visit all Fund properties quoted for to do a survey and familiarize themselves fully with the existing conditions. And consequently the tenderers shall be deemed to have visited the properties and are aware of the conditions therein once they submit their tenders.
- 4.2.7 The duration of the contract shall be one (1) year but may be renewed subject to good performance ratings for a further one year.

4.3 EVALUATION CRITERIA

STAGE ONE

4.3.1 Preliminary evaluation of open tenders

The evaluation committee shall first conduct a preliminary evaluation to determine whether:-

- (a) the tender has been submitted in the required format as per the invitation to tender and tender instructions;
- (b) any tender security submitted is in the required form, amount and validity period;
- (c) the tender has been signed by the person lawfully authorised to do so;
- (d) the required two number of copies of the tender documents have been submitted;
- (e) the tender is valid for the 90 days required; and
- (f) all the pages **MUST** be serialized (numbered).

4.3.2 Mandatory requirements

No	Requirements	Tenderer's Response YES/NO
1	Provide documentary evidence of the company's Certificate of Incorporation.	
2	Provide copy of the company's valid Tax Compliance certificate issued by Kenya Revenue Authority (KRA) valid as at the Tender Closing Date.	
3	Evidence that the firm is NSSF Compliant (Provide a valid NSSF Compliance certificate valid as at the Tender Closing Date). Where a security company has more than one branch, due diligence shall be done to confirm that the firm is NSSF compliant in all branches. It will be deemed to be NON COMPLIANT if it is confirmed that the firm is non-compliant in one NSSF branch irrespective of whether they have a compliance certificate.	
4	Provide certificate of confirmation of Directors and Shareholding (CR12)	
5	Provide Tender Security (Bid Bond) of Kshs. 1,000,000.00 in the form provided in the tender document valid for 120 days from the Tender Closing Date.	
6	Provide copies of audited accounts for the company for the last two accounting years 2017/2018 and 2018/2019	
7	Provide a copy of valid Business Permit (2020) appropriate for the areas of bidding.	
8	Submit a duly completed Form of Tender	
9	Submit a duly completed confidential Business	

	Questionnaire provided in the tender document.	
10	Provide a copy of valid certificate confirming membership of the firm with Kenya Security Industry Association (KSIA) or Protective Security Industry Association(PSIA)	
11	Provide evidence that the company is ISO certified by attaching a copy of certified copy of ISO certificate.	
12	Evidence of insurance covers as follows; <ul style="list-style-type: none"> • Contractual Liability cover of Kshs.50,000,000.00 • Work Injury Benefits Insurance Policy of Kshs.50,000,000.00 • Public Liability cover of Kshs. 20,000,000.00 • Fidelity Guarantee of Kshs. 2,000,000.00 	
13	Provide evidence of certified Valid Frequency Licence from the Communication Authority of Kenya (CAK). NOTE: payment receipts will not be accepted.	
14	Attach valid copies of Police Clearance certificates from the Directorate of Criminal Investigations for ALL Directors	
15	Attach valid copies of Police Clearance certificates from the Directorate of Criminal Investigations for atleast twenty five (25No) security guards currently in the firm's employment.	
16	Attach Trainee certificates for 20 security Guards currently in the firm's employment. The Guards should have undergone training in the following areas; Customer care; Threat identification; Emergency/Distress response; First Aid; Fire fighting & Safety.	
17	Must be compliant with the Government of Kenya Labour Laws in respect to minimum wage as per Employment Act 2007 policy of minimum wage –Submit a letter from Labour Office. Due diligence will be conducted to confirm.	
18	Provide evidence that the guards' wages are paid by 5 th of every month. Attach evidence of payment.	

Note:

Tenders which do not satisfy any of the above requirements (clause 4.3.1 & 4.3.2) shall be declared non responsive.

Note that all information submitted will be verified and any falsification will lead to automatic disqualification.

NSSF reserves the right to carry out Due diligence on all documents submitted.

STAGE TWO

The technical evaluation requirements below shall apply to all properties except where it is expressly stated so.

4.3.3 Technical Evaluation

(Documentary evidence must be provided for each requirement, noncompliance May lead to disqualification or nil points)

NO	ITEM DESCRIPTION	YES	NO
	<p>A. <u>GENERAL EXPERIENCE OF THE SECURITY FIRM</u></p> <p>The service provider must have been in the business of Provision of Security and Guarding Services (Guarding) for not less than 20 years. (Attach evidence in form of a Certificate of Incorporation).</p> <p>B. <u>SPECIFIC EXPERIENCE OF THE SECURITY FIRM IN RELATION TO THIS REQUIREMENT</u></p> <p>Provide Five clients (past and current) that can demonstrate your experience in the last five years (2015 - 2019) on similar nature of assignments (Security/guarding services for commercial properties). (the said five clients must be those whose monthly billing is not less than KES. 1,500,000.00. Provide full contact and physical address of the clients)</p> <p>(Provide evidence in form of contracts/LSOs for each listed client).</p> <p>C. <u>RECOMMENDATION LETTERS</u></p> <p>Provide current (last 12 months) recommendation letters from the five firms mentioned in “B” above.</p> <p><i>Due diligence will be carried out to verify the information presented.</i></p>		
	<p>D. <u>PERSONNEL</u></p> <p>1) Operations Manager</p> <p>i) Minimum ‘O’ level with mean grade of C+ (or diploma/graduate) qualification (attach copies of certified relevant qualification certificates).</p> <p>ii) Must have risen to the rank of Chief Inspector of Police and</p>		

NO	ITEM DESCRIPTION	YES	NO
	<p>above or equivalent position/ rank in the armed forces or Have at least 10 years' experience as a Senior Manager in private guarding services (attach evidence).</p> <p>iii) Have a valid Certificate of good conduct (attach a copy).</p> <p>iv) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism & bomb threat procedures, first aid, disaster management, customer service and competence in the use of computers/CCTV. (Attach copies of the certificates /evidence of the s).</p> <p>v) Attach CV signed by both the employer and employee.</p>		
	<p>2) Site Manager/ Officer in Charge</p> <p>i) Minimum 'O' level qualification with mean grade of C Plain (attach certified copies of academic qualification certificates).</p> <p>ii) Must have risen to the rank of Inspector of Police and above or equivalent position/ rank in the armed forces or Have at least 5 years' experience as a site Manager /Officer-In-Charge in private guarding services (attach evidence)</p> <p>iii) Have current Certificate of good conduct (attach a copy)</p> <p>iv) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, disaster management, customer service and competence in the use of computers/CCTV (attach certificates).</p> <p>v) Attach a detailed CV signed by both employer and employee.</p>		
	<p>3) Two Supervisors (Day and Night)</p> <p>i) Minimum 'O' level qualification with a minimum of mean grade C Plain (attach certified copies of certificates)</p> <p>ii) Must have risen to the rank of Police sergeant and above or equivalent position/ rank in the armed forces or have at least 5 years' experience as a Supervisor in private guarding services (attach evidence/certificates)</p> <p>iii) Have current Certificate of good conduct (attach a copy)</p> <p>iv) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid,</p>		

NO	ITEM DESCRIPTION	YES	NO
	<p>customer service and competence in the use of computers/CCTV (attach evidence)</p> <p>v) Attach detailed CVs fully signed by both employer and employee</p>		
3	<p>E. <u>MACHINERY, TOOLS, EQUIPMENT & DRESS</u></p> <p>i) Five (15No.) operational Motor vehicles and Five (10 No.) Motor cycles (attach proof of ownership/lease in form of logbooks or lease agreements)</p> <p>ii) An operational VHF/Radio Communication license and equipment (attach proof of frequency allocation)</p> <p>iii) Availability of Backup systems and ability to respond on real time basis. The bidder should state clearly the position or locality of the backup.</p>		
4	<p>F. <u>BUSINESS SUPPORT</u></p> <p>i) Proof of existing Branch network within Kenya.</p> <p>ii) Average Annual Turn- Over of atleast Kshs.50 Million</p> <p>iii) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility as confirmed by a letter from the appointed bankers.</p>		
	REMARKS		

Note:

The following and much more will be verified in such visits:

- a. The physical premises
- b. Service equipment e.g. vehicles, alarm equipment, scanners metal detectors
- c. Dogs/Dog handlers
- d. Training section
- e. Security guards' kitting
- f. Pay slips and evidence that they pay salaries latest 5th of every month
- g. Licenses
- h. Office equipment
- i. Control/radio room

A bidder is required to score YES in all the required parameters to proceed to the financial evaluation stage.

STAGE THREE

4.3.5 **Financial evaluation:** - Checking for price comparison for each category.

STAGE FOUR – DUE DILIGENCE

Due diligence will be conducted for **the lowest evaluated bidder**. The exercise will involve verification of the tenderer's qualification information submitted in compliance with the Mandatory and Technical requirements on capacity to deliver the contract. The Tender Evaluation Committee will also visit atleast two firms where the bidder is offering / has offered similar services in the last five years. The feedback from the firms/clients visited on the quality of the services provided by the respective bidder will be used to assess the bidder's ability to execute NSSF's prospective contract. If the respective bidder will be found to have provided false information in regards to the qualification will be disqualified.

The following and much more will be verified in such visits:

- a. The physical premises
- b. Service equipment e.g. vehicles, alarm equipment, scanners metal detectors
- c. Dogs/Dog handlers
- d. Training section
- e. Security guards' kitting
- f. Pay slips and evidence that they pay salaries latest 5th of every month
- g. Licenses
- h. Office equipment
- i. Control/radio room

RECOMMENDATION(S)

The lowest evaluated bidder will be recommended for award if after the due diligence the bidder's qualification information provided in the bid document will be validated with the information obtained during the due diligence.

When awarding guarding services for Social Security House and Hazina Plaza, Mombasa, preference will be given to a firm with presence in that area.

4.4 Termination

NSSF May without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part if: -

- (i) The Contractor frequently fails to provide services of high standards in the performance of this Agreement and/or
- (ii) The Contractor fails to perform the obligation under this Agreement.

(iii) The Contractor fails to comply with relevant laws

On termination of this Agreement howsoever, terminated contractor shall be permitted to remove all its equipment, sign plates, instruments and guard dogs which May have been placed by the contractor on the premises.

4.5 Confidentiality

The contractor, its security officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of the Fund.

4.6 Assignment

The contractor shall not assign or sub-contract any of its rights or duties under this Agreement.

4.7 Sub Contract

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

4.8 Payment Terms

The Fund's payment terms are within 30 days upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

4.9 Provision and Standard of Services

The Contractor shall provide services of high standards in the performance of this Agreement and poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of the Fund.

4.10 Probation period

The Contractor shall provide the services to the Fund on a probationary basis during the first three (3) months of this Agreement and thereafter, subject to satisfactory performance and evaluation thereof, the Agreement May be confirmed in writing at the discretion of the Fund.

4.11 Notice Addresses

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

4.12 Contract prices

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

4.13 Indemnity

The contractor shall indemnify the Fund, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the contractor, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of his security officers whilst performing their duties hereunder and this shall include any loss damage injury or any consequential or indirect loss sustained by the Fund, its servants or agents or third parties lawfully on the premises by reason of any act or omission or neglect of the contractor, its servants or agents.

4.14 Claims

Notice of all claims by the Fund in respect of any loss, damage or injury or consequential or direct loss shall be given in writing to the company giving details of such loss, damage or injury of consequential or indirect loss within fourteen (14) days after the discovery of such damage, loss or injury.

4.15 Insurance

The contractor shall insure its security officers and dogs engaged in the performance of this agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act neglect or default of the Fund, its servant or agents the contractor will indemnify the Fund against all actions, claims and demands in respect of such injury.

The contractor shall if required by the Fund avail the policy of Insurance in respect thereof and proof of payment of current premium

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	the performance security shall be 10% of the annual contract price
3.8 Payment	Shall be payable after every Month upon production of correct and certified invoices
3.14 Resolution of disputes	The parties shall request to submit the dispute to arbitration and to concur in the appointment of an arbitrator within thirty (30) days of the notice. The dispute shall be referred to the arbitration of a person to be agreed between the parties, failing to concur in the appointment of an arbitrator, the arbitrator shall be appointed by a competent court of law residing in Kenya as the first step in resolving the dispute
3.17 Applicable law	Shall be the laws of Kenya
3.18 Notices	The Managing Trustee National Social Security Fund P.O. Box 30599 NAIROBI.

SECTION V – SCHEDULE OF REQUIREMENTS

GENERAL

1. These only describe the basic requirements.

SECURITY GUARDS REQUIREMENT

CLASS “A” PROPERTIES

No	Properties	Required Guards
1	Social Security House, Nairobi	96
2	Social Security House, Mombasa	42
3	Bruce House	28
4	Hazina Plaza, Mombasa	12
	Total	178

2. Delivery Period

The contract shall be, unless extended by the procuring entity terminate at the end of one (1) year from the commencement date. However, the same May be renewed for a further one (1) year subject to satisfactory performance.

3. The successful bidder will be expected to: -

- (a) Hire and pay salaries for their guards, supervisors and managers without depending on payment from the Fund (Proof of availability of funds)
- (b) All guards must have a minimum of ‘O’ level qualification.
- (c) Provide sound and effective security guarding dogs and dog handlers.
- (d) Provide radio communication HF and VHF deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses.
- (e) Attend fire emergency situation/fire prevention, detection and control training
- (f) Have back-up systems in cases of emergencies
- (g) Have their personnel trained in bomb threat procedures and drills.
- (h) Have first aid and evacuation drills.
- (i) Provide knowledgeable and trained guards capable of using radios and modern equipment like Close Circuit Televisions (CCTVs), photocopying machines etc.
- (j) Control industrial disputes/assembly control and riots.
- (k) Summon police, fire brigade and ambulances in cases of emergencies.

- (l) Appoint personnel who have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles and a fair understanding of criminal procedure and penal codes.
- (m) All security officers and personnel to be subjected to a thorough medical inspection fit for their duties. Relevant medical certificates to be produced on request.
- (n) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and the Fund shall make periodical check/visits.
- (o) All equipment, instruments and guard dogs used by such security officers will be medically examined and be supplied by the company concerned.
- (p) All security guards must have police clearance certificates from the Directorate of Criminal Investigation (DCI)
- (q) In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to the Fund headquarters for final decision and sharing with insurers on record for specific covers.
- (r) Ensure that all guards comply with the requirements of the Private Security Regulatory Authority. Failure to comply may result in termination of the Contract

4. PROVISION AND STANDARD OF SERVICE

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

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

5. EQUIPMENT

All guards must be fully equipped with the right tools for their respective duties as follows: -

- a) Motor Vehicles, Motor Bikes and Bicycles
- b) Peak Caps/Berets
- c) Whistles and Lanyards
- d) Torches and batteries
- e) Serviceable military boots
- f) Great coat
- g) Sweaters
- h) Clean presentable uniforms (shirts, trousers, socks, boots, jerseys) and tie where applicable
- i) Clubs/batons
- j) Identification badges
- k) Communication equipment

6. LOGISTICS

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

- a) General transport requirements for all its personnel to and from the premises.
- b) Accommodation and site office for all personnel and operations.
- c) Provision of communication equipment

7. SIGN PLATES

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

SECTION VI – DESCRIPTION OF SERVICES

Scope of Services

1. Safeguarding and protecting the NSSF personnel, tenants, properties; materials and equipment from unauthorized use, loss theft, trespassing, espionage and sabotage and also protect any and all none NSSF property located at NSSF client's premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicles or by foot as required providing continuous surveillance. While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the shift supervisor and close and lock gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
2. Ensure that all the regulations of the NSSF affecting the security of their property and the property of the NSSF tenants are carried out. A copy of regulations shall be given to the winning contractor together with other contract documents.
3. Any interference to the perimeter protection of the premises to be identified and reported to the NSSF immediately.
4. Shall deter the commission of assault, battery, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in NSSF premises.
5. All visitors and customers to NSSF premises to be courteously received assisted and directed as necessary
6. Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
7. Shall prevent the occurrence of fires, explosions and other catastrophes by the close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
8. Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security.
9. Ensure that fire-fighting equipment remain in designated locations and are not interfered with. In addition, ensure that the right fire equipment is used to extinguish fire.
10. Record all vehicles visiting the premises and verify gate-passes issued to visitors.
11. Implement the contractor's right to search employees, visitors and tenants and their vehicles to ensure that no unauthorized property is taken from the premises without relevant authority or entry of suspicious equipment and materials.
12. Ensure that before any property is removed authorization is obtained from the relevant authorities.
13. Maintain a daily occurrence book and all security records should be made available to the management of NSSF at any time.
14. Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles and bicycles.

15. Regulating human traffic in all NSSF stations offices and customers' access respective service counters in an orderly manner without delay.
16. Guard all NSSF premises against terrorism by ensuring thorough access controls, screening and/or searching of personnel and vehicles using metal detectors, under-search mirrors, or any other acceptable gadget, detect and deal with suspicious characters.
17. The bidder must prove existence of radio network with central command by producing a valid frequency license.
18. The successful bidder shall be liable for any loss suffered by NSSF as a result of the bidders' negligence.
19. The successful bidder shall provide cash in transit services for NSSF on need basis.
20. The bidder shall provide security dogs in client locations as and when required.
21. The successful bidder shall be able to send a quick response and backup crew to the client premises at a short notice as and when an emergency occurs.
22. To have guards who are computer literate and with capacity to manage future automated security processes.
23. All of the guards (100%) supplied to NSSF must be trained in anti-terrorism and customer care. Attach proof.
24. The bidder firm must have ability to install own guard monitoring system semi or fully automated.
25. The bidder must supply own VHF radio communication for client premises.
26. The bidder must deploy literate guards who can read and write with a minimum of O level education. Attach proof.
27. The bidder must be able to offer close armed protection and VIP's escort.
28. The bidder shall provide the guards with the following equipment and dress: uniforms, whistles and lanyards, torches and batteries, clubs and identification badges.
29. Any bidder awarded the contract shall be required to produce certification of good conduct for each and every guard deployed.
30. The security guard that will be posted to the properties shall be medically fit, with a medical certificate from a reputable medical institution.
31. Provision of Supervisors, Site Manager/ Officer in Charge shall be at the bidders cost.

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 2.8 and it must be duly signed by duly authorized representatives of the tenderer.
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 NSSF.
3. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents
4. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the NSSF.
5. The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
6. The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in accordance with the form indicated herein or in another form acceptable to the NSSF and pursuant to the – conditions of contract.
7. The Declaration form should be completed by the Managing Director or as appropriate in accordance with the tender documents.

FORM OF TENDER

To:

Date: _____

**The Managing Trustee
National Social Security Fund
P.O. Box 30599
NAIROBI.**

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Security Services under this tender in conformity with the said Tender document for the sum of Kshs. *words* *figures* [Total Tender amount in words and figures] Inclusive of taxes or such other sums as May be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to **ten** (10%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by NSSF.

4. We agree to abide by this Tender for a period of **90** [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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

6. We understand that you are not bound to accept the lowest or any tender you May receive.

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

CLASS “A” PROPERTIES

1	2	3	4	5	6	7
No	Properties	Required Guards	Rate per guard	Total for all guards per Month (col 3 x col 4)	Other incidental cost if any	Total Price per year (col 5 x col 4 + col 6)
1	Social Security House, Nairobi	96				
2	Social Security House, Mombasa	42				
3	Bruce House	28				
4	Hazina Plaza, Mombasa	12				
	Total	178				

Signature of tenderer _____

Official Rubber Stamp _____

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

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 services. Viz..... [brief description of the services] 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 the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the description of services / scope of services;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and;
 - (f) the NSSF’s Notification of Award.
3. In consideration of the payments to be made by the NSSF to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the NSSF to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The NSSF hereby covenants to pay the tenderer in consideration of the provision of the services 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 NSSF)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

TENDER QUESTIONNAIRE

Please fill in block letters.

- 1. Full names of tenderer
.....
- 2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)
.....
- 3. Telephone number (s) of tenderer
.....
- 4. Telex / Fax address of tenderer
.....
- 5. Name of tenderer's representative to be contacted on matters of the tender during the tender period
.....
- 6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)
.....
.....

Signature of Tenderer

Make copy and deliver to : _____(Name of Employer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

Note: Tenderers must be registered companies incorporated in Kenya under the companies act Cap 486

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2(d) whichever applies 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; Country/Town.....

Plot No..... Street/Road

Postal Address..... Postal Code

Tel No.....Fax No.

Email address:

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time:

KSHS.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietors

Your name in full.....Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the company-

Nominal Kshs.....

Issued Kshs.....

Give details of all the directors in the following order:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.
4.
5.

Part 2 (d) – Interest in the Firm:

Is there any person/persons in **National Social Security Fund** in general who has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

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

*Attach proof of citizenship

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.....Ofhaving registered office at..... [name of the premises/building](hereinafter called “the Bank”) are bound unto..... [name of procuring entity](hereinafter called “the procuring entity”) in the sum of for which payment well and truly to be made to the said NSSF, 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 NSSF 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 NSSF up to the above amount upon receipt of its first written demand, without the NSSF having to substantiate its demand, provided that in its demand the NSSF 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, and any demand in respect thereof should reach the Bank not later than the said date.

Signature of the Bank

Name of Witness

Seal of the Bank

Signature of Witness

PERFORMANCE SECURITY FORM

To: [name of

the procuring entity] 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 as 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]

DECLARATION FORM

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (name of the Company) who is a Bidder in respect of **Tender No.** To supply goods, render services and/or carry out works for National Social Security Fund and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund.

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)