



KENYA SCHOOL OF LAW

TENDER DOCUMENT FOR

**THE PROVISION OF SECURITY GUARDING SERVICES
2024-2026**

TENDER NO. KSL/OT/001/2024–2025

SUBMISSION DEADLINE:

Friday, 2nd August 2024 at 12.00 Noon.

NAME OF FIRM: _____

POSTAL ADDRESS: _____

TELEPHONE NO(S): _____

EMAIL ADDRESS: _____

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SECTION I – INVITATION FOR TENDER

Date: 22nd July, 2024

TENDER NO. TENDER NO. KSL/OT/001/2024– 2025

TENDER DESCRIPTION: PROVISION OF SECURITY GUARDING SERVICES AT THE KENYA SCHOOL OF LAW OFFICES IN KAREN AND TOWN CAMPUS

The Kenya School of Law invites sealed Tenders from eligible and competent Security Contractors for the **PROVISION OF SECURITY GUARDING SERVICES** to the **Karen and Town Campus Office in Nairobi** as detailed in the Schedule of requirements and Tender Form.

Interested Security Service Providers may obtain the Tender document by downloading from The Kenya School of Law website; www.ksl.ac.ke or the Public Procurement Information Portal (PPIP); www.tenders.go.ke **free of charge.**

Prices quoted should be inclusive of all taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date.

The tenderer shall furnish, as part of its tender, a tender security of **Kshs. 140,000**. The tender security shall be in the form of a Guarantee issued by a Bank or Insurance Company accepted by KSL

Bidders shall ensure serialization of all the pages for each bid submitted.

Duly completed tender documents should be submitted in a plain sealed outer envelope enclosing separately sealed envelopes (in “**Original**” and “**Copy**”) clearly marked **Tender No.KSL/OT/001/2024 – 2025 For the Provision of Security Guarding Services at the Kenya School of Law Offices in Karen and town campuses** and shall be addressed to: -

Chief Executive Officer

**Kenya School of Law-Langata
South Road
P.O. Box 30369 - 00100
Karen,Nairobi**

And Should be deposited in the tender box located at the Reception, gate C Administration block, so as to be received **on or before Friday, 2nd August 2024 at 12.00 Noon** . Opening of

tenders/bids will take place immediately thereafter at the School of Law Karen Offices in the

presence of tenderers/representatives who wish to attend. The Prices quoted in the tender/bid should be net inclusive of all taxes.

Any additional information, addendums or clarifications in respect to this tender will be available in our KSL website www.ksl.ac.ke. All bidders are advised to regularly check the website during the bidding period.

Bidders who choose to download the tender from KSL website ; www.ksl.ac.ke or PPIP website: www.tenders.go.ke should forward their company's details to tenders@ksl.ac.ke so that any addendum/clarifications can be sent to their email address.

KSL reserves the right to accept or reject any tender and may 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.

CHIEF EXECUTIVE OFFICER
THE KENYA SCHOOL OF LAW

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. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The Kenya School of Law 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.
- 2.1.3. 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 KSL, shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the disposal process.
- 2.2.2. The tender document shall be downloaded from the KSL website www.ksl.ac.ke or from the PPIP website www.tenders.go.ke **FREE OF CHARGE**
- 2.2.3. KSL allows the tender document to be viewed free of charge from the above indicated websites before submission.

2.3. Contents of Tender Documents

- 2.3.1. The tender document comprises of the documents listed below and any 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 forms

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 tenderer's 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 Procuring entity in writing or by post or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entity's 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 procuring entity 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 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6. Language of Tender Documents

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya School of Law, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

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 after one year, the variation shall not exceed 10% of the original contract price.
- 2.9.6. Price variation requests shall be processed by The Kenya School of Law 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 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 Procuring entity'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 of **Kshs 140,000**
- 2.12.2. The tender security shall be in the form of a Guarantee issued by a Bank or Insurance Company accepted by KSL
- 2.12.3. The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.4. The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- 2.12.5. 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 Insurance Regulatory Authority.
 - d) Letter of credit
- 2.12.6. Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.7. 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 procuring entity.
- 2.12.8. 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.
- 2.12.9. The tender security may be forfeited:
- a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity 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 120 days or as specified in the invitation to tender after date of tender opening prescribed by The Kenya School of Law, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya School of Law as non-responsive.
- 2.13.2. In exceptional circumstances, The Kenya School of Law 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 in an envelope, duly marked as "ORIGINAL". and shall:

- a) be addressed to the Procuring entity at the address given in the invitation to tender
- b) bear, tender number and name in the invitation to tender and the words:

2.15.2. **"DO NOT OPEN BEFORE Friday 2nd August, 2024 at 12.00 Noon**

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

2.15.3. If the envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity 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 Procuring entity at the address specified under

paragraph 2.15.1 no later than **Friday 2nd August, 2024 at 12.00 Noon**. Local time.

2.16.2. The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity 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 procuring entity 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 is received by The Kenya School of Law prior to the deadline prescribed for the submission of tenders.
- 2.17.2. The Tenderer 's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3. No tender may be modified after the deadline for submission of tenders.

- 2.17.4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5. The Kenya School of Law may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6. The Kenya School of Law shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18. Opening of Tenders

- 2.18.1.** The Kenya School of Law will open all tenders in the presence of tenderers' representatives who choose to attend on _____
Friday 2nd August, 2024 at 12.00 Noon in the School Board room. 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 Kenya School of Law, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3. The Kenya School of Law 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 The Kenya School of Law may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2. Any effort by the tenderer to influence The Kenya School of Law in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20. Preliminary Examination and Responsiveness

2.20.1. The Procuring entity 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 Procuring entity 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 22, the Procuring entity 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 Procuring entity'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 Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to a single currency

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

2.22. Evaluation and Comparison of Tenders.

- 2.22.1. The Kenya School of Law will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2. The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3. The Kenya School of Law 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.

The Kenya School of Law requires that the services under the invitation for Tenders shall be performed at the time specified in the Schedule of

Requirements. Tenders 'offering to perform longer than The Kenya School of Law required delivery time will be treated as non-responsive and rejected.

b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Kenya School of Law may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

2.23. Contacting The Kenya School of Law

2.23.1. Subject to paragraph 2.19, no tenderer shall contact The Kenya School of Law on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2. Any effort by a tenderer to influence The Kenya School of Law in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer 's tender.

2.24. Award of Contract

2.24.1. Post qualification

- a) In the absence of pre-qualification, The Kenya School of Law 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.

- b) The determination will take into account the tenderer 's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as

such other information as The Kenya School of Law deems necessary and appropriate.

- c) An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer 's tender, in which event The Kenya School of Law will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer 's capabilities to perform satisfactorily.

2.24.2. Award Criteria

- a) Subject to paragraph 2.22 the Procuring entity 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.
- b) The procuring entity 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 procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- c) A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25. Notification of award

- 2.25.1. Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2. The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and The Kenya School of Law pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3. Upon the successful Tenderer 's furnishing of the performance security pursuant to

paragraph 31, The Kenya School of Law 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.

2.26.3. The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

2.27. Performance Security

2.27.1. Within thirty (30) days of the receipt of notification of award from The Kenya School of Law, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender document, or in another form acceptable to The Kenya School of Law.

2.27.2. Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph

2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The Kenya School of Law may make the award to the next lowest evaluated or call for new tenders.

2.28. Corrupt or Fraudulent Practices

2.28.1. The Kenya School of Law 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 Kenya School of Law 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 security guarding 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.

TD Instructions (Clause)	Particulars of Appendix to instructions to tenderers												
2.1	Particulars of eligible tenderers: The tender is open to eligible Registered Security Service Providers.												
2.2.2	Tender document shall be downloaded free of charge from the school's websites: www.ksl.ac.ke or the PPIP tenders.go.ke .												
2.2.3	The tender security shall be kshs. 140,000 in the form of a Guarantee issued by a Bank or Insurance Company accepted by KSL												
2.2.4	Validity of Tenders: Tenders Shall remain valid for 120 days.												
2.2.5	Bulky tenders which do not fit in the tender box shall be delivered to the office of the Director before the deadline. _____												
2.2.6	Tenderer must submit one original and one copy well bounded documents and enclosed in a plain outer envelope properly sealed, labelled and addressed as per instructions.												
2.2.7	The tender closing and opening date is on Friday 2nd August, 2024 at 12.00 Noon.												
2.2.8	Particulars of Performance Security -APPLICABLE												
2.2.9	Clarifications sought should be addressed to tenders@ksl.ac.ke and KSL shall upload any clarification on its website www.ksl.ac.ke under procurement notices.												
2.2	Site visit will be on 30th July 2024 both in Karen and Town Campus.												
2.2.2	<p>Evaluation Criteria</p> <p>The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents: -</p> <p style="text-align: center;">a) Mandatory Requirements (MR)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">NO.</th> <th style="text-align: center;">Requirements</th> <th style="text-align: center;">Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">MR 1</td> <td>Must Submit a copy of certificate of Registration / Incorporation</td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">MR 2</td> <td>Must submit a copy Valid of Tax Compliance Certificate</td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">MR 3</td> <td>The tender security shall be Kshs. 140,000 Valid for 120 days in the form of a Guarantee from a Bank or Insurance Company</td> <td style="text-align: center;"></td> </tr> </tbody> </table>	NO.	Requirements	Responsive or Not Responsive	MR 1	Must Submit a copy of certificate of Registration / Incorporation		MR 2	Must submit a copy Valid of Tax Compliance Certificate		MR 3	The tender security shall be Kshs. 140,000 Valid for 120 days in the form of a Guarantee from a Bank or Insurance Company	
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MR 1	Must Submit a copy of certificate of Registration / Incorporation												
MR 2	Must submit a copy Valid of Tax Compliance Certificate												
MR 3	The tender security shall be Kshs. 140,000 Valid for 120 days in the form of a Guarantee from a Bank or Insurance Company												

	MR 4	Must Submit Duly filled Form of tender in the Tenderer's Letter Head signed and stamped.		
	MR 5	Must Fill the Price Schedule in the format provided		
	MR 6	Must submit a self-declaration that the firm is not debarred from participating in Public Procurement.		
	MR 7	Copy of valid frequency licenses (VHF/UHF) and Alarms Licenses from Communication Authority of Kenya. Attach a valid Frequency License and Alarm licenses (Not payment Receipts) from Communication Authority of Kenya for Current area of operations		
	MR 8	Firm's professional Membership either Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA).		
	MR 9	Must submit the Corruption declaration in the Formats provided in the tender Document.		
	MR 10	Must submit a dully filled up Confidential Business Questionnaire in format provided.		
	MR 11	Must provide evidence that the firm is NHIF compliant (Attach a valid NHIF Compliance certificate)		
	MR 12	Must provide evidence that the firm is NSSF compliant (Attach a valid compliance certificate issued by NSSF valid as at the tender Opening Date)		
	MR 13	Must submit a Valid Labour Compliance issued by the Ministry of Labour and Social Protection		
	MR 14	Submit Registration certificate with Private Security Regulatory Authority (PSRA)		
	MR 15	Current County Government Business License from the region they are offering services, clearly Indicating location of Registered Office.		
	MR 17	Must attach a duly filled, signed and stamped Site Visit Certificate		
	MR 18	Original and copy of tender document Must Be Paginated /Serialized /numbered sequentially and Initialed on all pages including all attachments. Pagination should not be Handwritten.		

NB;
At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

b) Technical Evaluation

This section (Technical Evaluation) will carry a total of 80% of the whole evaluation

No	PARAMETER DESCRIPTION			SCORE (80 MARKS)
1	FIRMS EXPERIENCE		CRITERIA	MARKS
	a)	At least five (5) letters of recommendation from any of your current corporate clients	2 mark each	10 marks
	b)	Names, addresses and contact persons of at least five (5) corporate clients that you are currently providing the security and guarding services - Award Letters/ LPOs/ Contracts for the past 5 years	1 mark each	5 marks
	c)	A current workforce of at least 50 guards – current NSSF employees ‘contribution returns or nominal roll	50 guards and above – 5 marks 30 – 50 guards – 3 marks Below 30 guards – 1 mark	5 marks
	d)	Experience of firm in relation to similar assignment	15 years and above – 5 marks 10 – 15 years – 3 marks Below 10 years – 1 mark	5 marks
2	PERSONNEL QUALIFICATIONS AND EXPERIENCES			
	a)	Operations Manager i). Minimum ‘O’ level qualification (attach copies of academic certificates) - ii). Risen to the rank of Chief Inspector of Police and above or equivalent position / rank in the armed forces or Have at least 5 years’ experience as a Manager in private guarding services (attach evidence) iii). Have Certificate of good conduct (attach a copy)	1 mark each	5 marks

		iv). Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers. Any of them. (attach evidence) v). Attach his or her signed CV and certificates		
	b)	Site Manager/Officer in Charge i). Minimum 'O' level qualification (attach copies of academic certificates) - ii). 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 Manager in private guarding services (attach evidence) iii). Have Certificate of good conduct (attach a copy) iv). Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers. Any of them. (attach evidence) v). Attach his or her signed CV and certificates	1 mark each	5 marks
	c)	Two supervisors i). Minimum 'O' level qualification (attach copies of academic certificates) - ii). Have atleast 5 years' experience as a supervisor in a private guarding services (attach evidence) iii). Have Certificate of good conduct (attach a copy) iv). Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers. Any of them. (attach evidence) v). Attach his or her signed CV and certificates	1 mark each	5 marks
3	MACHINERY, TOOLS, EQUIPMENT & DRESS/LOGISTICS			
	a)	At least two (2) operational motor vehicles and motor cycle (attach proof of Ownership or Copy of Lease Agreement)	1 mark each	3 marks
	b)	Availability of Back-up systems and ability to respond timely (state the position or locality of the backup)	1 mark each	2 mark

	c)	Availability and ownership of at least 6 trained dogs and kennels in their premises (Attach veterinary documents to proof ownership)	½ mark each	3 marks
	e)	Kitting: All guards must be fully equipped with the right tools of their trade as follows: Uniforms (Men/ladies in Uniform for Night Guard)	1 mark each	2 marks
4	BUSINESS SUPPORT			
	a)	Insurance cover for employees and professional indemnity cover (attach Contractual Liability policy, Public Liability policy, WIBA, Employee Liability Policy, Group Personal Accident Policy and all risks covers)	2 mark each	10 marks
	b)	Proof of compliance with prevailing labour laws including the increment on the minimum wage <ul style="list-style-type: none"> • Security Guards payment schedules for the last six months or pay slips • Attach valid Labour Compliance Certificate 	2.5 marks each	5marks
	c)	Must provide copies of certified audited accounts for the company for the last Two Years (2021,2022 & 2023). For Purpose of the Evaluation the Accounts are considered to be certified if issued by a registered CPA Firm recognized by ICPAK and signed by the Companies Directors (Attach valid Certificate for Audit Firm).	5 marks each	10 marks
	d)	Must provide evidence of availability of training (attach MOU with a training school accredited by Private Security Regulatory Authority and it's certificate of accreditation as a private security training Institution from PSRA.Attach training certificate of atleast twenty five(25) guards issued by PSRA.	1 mark each	25 marks

NB:

Bidders shall be required to obtain a minimum of eighty (80) Marks at the Technical Evaluation to proceed to next Financial Evaluation stage. Those who score below 80 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

c) Financial Evaluation

Verifying the financials and checking for arithmetical errors, omissions and price comparison among the qualified tenderers in accordance with the evaluation criteria.

Financial score (FS) = $100 \times FM/F$

- ✓ FM is the lowest fees/price quoted and
- ✓ F is the fees of the proposal under consideration

NB: the lowest price quoted will be allocated the maximum score of 20%

STAGE 4 – OVERALL TOTAL COMBINED SCORE

The tenders will be ranked according to their combined technical score (ts) and financial score (fs) using the weights as follows: -

- ✓ **Technical score weight (T) = 80%**
- ✓ **Financial Score weight (p) = 20%**

$$S = TS + FS$$

Where:

S, is the total combined scores of technical and financial scores

TS is the technical score

FS is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

2.22

Particulars of post-qualification if applicable. The Kenya School of Law may inspect the premises and interview management to confirm all this information given

2.22.4

Award Criteria:

Award will be made to the bidder with the lowest evaluated price

The table below summarizes the overall evaluation process and the proposed weighting of each stage.

Area	Rating / Marks / Scores
Preliminary Evaluation (Compliance	Elimination

	Evaluation)		
	Technical Evaluation	80	
	Financial Evaluation	Lowest Price	

SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) The **“contract”** means the agreement entered into between The Kenya School of Law 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 the Kenya School of Law under the Contract.
- d) **“The Kenya School of Law”** 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) **“Days”** are calendar days
- i) **“Months”** are calendar months.
- j) **“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.
- k) **“Site”** means the place or places where the Services are to be carried out.
- l) **“KSL’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.
- m) **“Specification”** means the Specification of the Services included in the Contract.
- n) **“Agreement”** means this Agreement made between The Kenya School of Law and the Contractor including the First and second schedules and to another document forming the Agreement

- o) **“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.
- p) **“Party”** means either KSL or the Contractor.
- q) **“Both Parties”** means The Kenya School of Law and the Contractor.

- r) **“Rates”** means the costs and charges of the services the Contractor shall provide to KSL; as provided for in the Second Schedule of this Agreement;
- s) **“Guarding Services”** means the security guarding services, that will be provided to KSL by the security guarding Company pursuant to this Agreement and includes any additional or incidental services that may be requested by KSL from time to time.
- t) **“Duties”** means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Contractor to KSL as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order.

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 Patents Rights

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

3.5 Performance Security

- 3.5.1 The successful tenderer shall furnish to The Kenya School of Law the performance security within thirty (30) days after signing the contract where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to The Kenya School of Law as compensation for any loss resulting from the Tenderer 's failure to complete its obligations under the contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Kenya School of Law and shall be in the form of:
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the school.
 - d) Letter of credit
- 3.5.4 The performance security will be discharged by the Kenya School of Law 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.

3.6 Inspections and Tests

3.6.1 The Kenya School of Law or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Kenya School of Law shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to The Kenya School of Law
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, The Kenya School of Law may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to The Kenya School of Law
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

- 3.7.1 Payment will be on a monthly basis on submission of an invoice after certification by an authorized officer of the School that services have been offered.

3.8 Prices

- 3.8.1 Prices charged by the contractor for services performed under the Contract shall not vary from the prices by the tenderer in its tender or in the School's request for tender validity extension as the case maybe. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

- 3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the school's prior written consent.
- 3.9.2 No assigning or sub – contracting by the successful tenderer of its right of duties under this agree meant without the express authority of KSL
- 3.9.3 There will be no extra charges for Saturday, Sunday and public holidays
- 3.9.4 There will be maintained on occurrence book (OB) which will be the property of KSL and shall be presented to the Designated Representative of KSL for inspection daily.
- 3.9.5 The contractor shall provide the guards with notebooks and pens, where their supervisor will sign to certify the supervisor's physical visits or inspections.
- 3.9.6 The guarding assignment briefs to the Contractor shall be made at the employer's premises.
- 3.9.7 The Contractor shall be liable for any loss suffered by KSL caused by his employee's act of commission or omission. Such loss shall be recovered immediately it occurs.
- 3.9.8 The Contractor shall be expected to file a report within seven days in-case of a security breach. The contractor will file quarterly reports on the assignment status highlighting on any

3.10 Termination for Default

- 3.10.1 The Kenya School of Law, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
- a) if the tenderer fails to provide any or all of the services within the period(s)

specified in the Contract, or within any extension thereof granted by The Kenya School of Law if the tenderer fails to perform any other obligation(s) under the Contract.

- b) if the tenderer, in the judgment of The Kenya School of Law has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event The Kenya School of Law terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to The Kenya School of Law for any excess costs for such similar services.

3.11 Termination of Insolvency

- 3.11.1 The procuring entity 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 procuring entity.

3.12 Termination for Inconvenience

- 3.12.1 The procuring entity 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 procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

- 3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of Disputes

- 3.13.1 The procuring entity'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.
- 3.13.2 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.

3.14 Governing Language

- 3.14.1 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.

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by or E-mail and confirmed in writing to the other party 's address as may be specified by both parties.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 These Special Conditions of contract shall apply in regard to this contract. Whenever there is a conflict between the General Conditions of Contract (GCC) and the Special Condition of Contract (SCC), the provision herein shall prevail and supersede over those in the General Conditions of Contract.

4.2 Contract Documents

The following documents shall constitute the Contract documents

- a) Agreement,
- b) General Conditions of Contract and Special Conditions of contract
- c) Technical Specifications,
- d) Price Schedule
- e) Letter of Award and Acceptance,
- f) Contractors Tender Document

4.3 Employer's Representative's Decisions

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

4.4 Instructions

4.4.1 The Contractor shall carry out all instructions of The Kenya School of Law's Representative which are in accordance with the Contract.

4.4.2 All verbal instructions to the Contractor shall as soon as possible after such instructions have been made be confirmed in writing by the Contract Manager/ Representative.

4.5 Management Meetings

4.5.1 A Contract top management meeting shall be held quarterly and attended by the Employer 's Representative and the Contractor. Its business shall be to evaluate periodic performance of the work. The Employer 's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer 's Representative either at the top management meeting or after the management meeting and stated in writing to all who attend the meeting.

4.5.2 An informal meeting between the supervisor of the contract and KSL representative shall be held when deemed necessary. Any results from this meeting shall reflect on the monthly evaluation and performance assessment as per clause 7.

4.5.3 Communication between parties shall be effective only when in writing.

4.6 Duration of Contract

4.6.1 The resulting contract/Agreement would run for a period of One (1) year from the commencement date subject to annual renewal based on performance evaluation. The contract/agreement shall not be renewed if the contractor is determined through periodic evaluation to have performed poorly.

4.7 Termination

4.7.1 KSL may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:

a) By Breach of Contract

- i). The Contractor frequently fails to provide services of acceptable standards set by KSL in the performance of this Agreement and
- ii). The Contractor fails to perform any other obligation under this Agreement.

b) By Agreement

Either party may terminate the Agreement by giving to the other party three (3) months' notice in writing or payment of three (3) months to offset fees and charges in lieu of such notice

4.7.2 On termination of this Agreement, whosoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer's premises.

4.8 Confidentiality

4.8.1 The Contractor, his employees 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 KSL

4.9 Assignment

4.9.1 The Contractor shall not assign or sub-contract any of its rights or duties under his Agreement

4.10 Sub Contract

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

4.11 Payment Terms

4.11.1 The contractor will promptly be paid upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

4.12 Staff Identification

4.12.1 The contractor shall provide uniforms subject to clause 2.22 (3) (f) and name tags which shall be worn all the time. The contractor shall provide to KSL a list of staff and the copies of their National Identity cards and Certificates of Good Conduct. Where there are changes in staffing KSL should be notified prior to deployment of the new staff; and must comply with the terms and conditions stipulated. All staff to be deployed shall also be issued with KSL Passes in line with the security requirements

4.13 Performance Security

4.13.1 The Contractor shall before be executing this agreement furnish KSL with a Performance security whose value shall be equivalent to **Ten per cent (10%) of the annual Contract Value**. The performance security will have a validity of one year hence must be renewed one month before the expiry date for another one year of the contract period in case the contract is extended for another one year.

4.14 Notice Addresses

4.14.1 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 Email and shall be deemed to have been received by the addressee within Three (7) working days of posting or immediately by email. Notices shall be served on weekdays and not during weekends and Public Holidays.

4.15 Tender Prices

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

(a) In consideration of the services to be rendered by the Security Company under this agreement, the employer shall pay to the security contractor such fees and charges as specified in the schedule of rates of this agreement.

(b) KSL shall pay to the Security Company the contract price within thirty (30) days from the date of receipt of the invoices from the Security Company. The Invoice must be accompanied by all relevant documents at the time its presented.

(c) The said fees and rates shall be valid for the entire period of this Agreement and no variation whatsoever thereto shall be affected.

4.16 Insurance

4.16.1 The Contractor shall insure its personnel engaged in the performance of this Agreement against injurysustained by them in the course of carrying out their KSL, its employees or agents. The Contractor will indemnify KSL against all actions, claims and demands in respect of such injury.

4.16.2 The Contractor shall be required by KSL to avail the Policy of Insurance in respect thereof and proofof payment of current premium.

4.17 Liquidated Damages

4.17.1 If the contractor fails to provide any or all of the services within the period(s) specified in the contract, KSL shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to the contract sum of the undelivered services until actual delivery of those services are met. After this KSL may consider terminating the contract.

4.18 Statutory Requirements

4.18.1 It is important that the Contractor fully understands the statutory duties of The Kenya School of Law because it will be incumbent upon the Contractor to carry out the Service in accordance with those statutory requirements on behalf of the KSL. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those statutory duties shall be paid by the Contractor.

4.19 Parking Charges

4.19.1 The successful contractors shall meet the cost of toll and parking charges and as well decide for their staff transport and meals where applicable.

4.20 Tendering Notes

4.20.1 The Tenderer is required to check the number of pages and should any be found to be missing or in duplicate or the figure or writing indistinct, they must inform the KSL at once and have the same rectified.

4.20.2 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 KSL in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.20.3 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.

4.20.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the KSL shall not take any responsibility or liability for any loss or misplacement of loose document

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.

SECTION V – SCHEDULE OF REQUIREMENTS

5.1 GENERAL REQUIREMENTS

These only describe the basic requirements.

5.1.1 Introduction

The Kenya School of Law is an institution established under the Kenya School Act, 2012. The School is mandated by section 4(1) of the Act to be a public legal education provider responsible for the provision of professional legal training as an agent of the government.

The Kenya School of Law (referred to as the client) intends to enter into a contract with the winning bidder (referred to as the Contractor) for provision of Security Guarding services under the following Service Level Agreement. KSL requires the services of reputed, well established and financially sound Security Guarding Service provider having experience in providing Security services on contract basis.

5.1.2 Objective

The overall objective for this assignment is to provide security to Kenya school of law both in Karen and town campus, staff, clients and visitors. The successful bidder will ensure that no property is lost from the school, the building is not vandalized, students and visitors to the school are managed in the best possible way and undesired characters are kept away from the premises.

5.1.3 Contract Period

The Contract period shall be One (1) Year - renewable for another one-year subject to satisfactory performance, unless and until determined under the provisions of this Agreement as follows:

- a) The Contractor shall be expected to provide at least 30 guards to serve at KSL Offices located at Karen and Town Campus (referred to as the Clients premises) at any given time to provide Day and Night security guarding services for 24 hours, seven (7) days a week (Monday to Sunday) throughout the contract period. The deployment shall vary upon relocation (paragraph 5.1.2 above refers)
- b) The contract period shall commence as shall be specified. The contract for providing the aforesaid manpower is for a period of one (1) years from the date of effectiveness of the contract renewable in the second-year subject to satisfactory performance in the first year. The KSL, however, reserves right to terminate this contract as a result of unsatisfactory performance at any time after giving notice to the selected Service Provider.

5.1.4 Security Guarding Sites requirements Day and Night

A	Day shift	
	15 (Fifteen) guards.	
	1 (one) supervisor	
b	Night shift	
	8 (Eight) guards	
	1 (one) supervisor	

5.1.5 Provision and Standard of Service

- 5.1.6 A high standard of security performance in the execution of their service is expected. Poor performance and substandard quality of service will be grounds for termination of the agreement.
- 5.1.7 The security will maintain an Occurrence Book. They should be able to provide all their guards with notebooks, pens or cards / form, 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.
- 5.1.8 The Contractor shall provide services to the acceptable standards in the performance of the services. Poor performance shall be grounds for summary termination of the Agreement on notice by the Client.
- 5.1.9 Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions impositions of liquidated damages by the Client.
- 5.1.10 If at any time during the performance of this Agreement the Contractor encounters unfavorable conditions affecting provision of services, the Contractor shall immediately and without any delay notify the Client in writing of the Conditions, their cause duration of occurrence. As soon as practicable the Client shall evaluate the condition and seek to address any anomalies, and may at its sole discretion waive the Contractor’s obligations.
- 5.1.11 The occurrence book will be the property of the KSL and shall be presented to security officer in charge of every site by 8.00am of each day.

5.2 Equipment

All guards must be well dressed, smart and well-groomed at all times while on duty. They must be dressed in their firm’s standard uniform, which should include:

- (a) Head dress, e.g. caps, berets
- (b) Lanyard with whistle
- (c) Shirt /Blouse, Trouser /Skirt
- (d) Sweater, Cardigan or Jacket
- (e) Leather Belt
- (f) Guards Identification Badge with guard's photo, name and Company logo
- (g) Torch with Batteries
- (h) Baton, arm guard & shield where applicable
- (i) Hand held VHF radio where applicable
- (j) Portable/handheld security equipment including metal detectors and underbelly motor vehicle search mirrors.

The uniform must be provided in at least 2 pairs to facilitate cleanliness.

All equipment, instruments and apparatus shall be supplied by the Contractor and remain the sole property of the Contractor.

5.3 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) Provision of communication equipment
- c) Accommodation for their employee

5.4 Liability Contract

5.4.1 The Contractor shall be responsible for any want of proper care on its part in the selection / employment of employees put on and in charge of offering security and safety services to the Client.

5.4.2 The Contractor shall be responsible to the Client in the circumstances of any intentional wrongful act committed by the Contractor's Employees(s).

5.4.3 The Contractor shall be liable for any loss suffered by the Client caused by negligence of the Contractor or the Contractor's employees whilst in action within the course of their employment subject to the SCC.

5.4.4 The Contractor shall state willingness to take responsibility for such and also to take up a liability insurance cover for the loss.

5.5 Indemnity

5.5.1 The Contractor shall indemnify and keep indemnified the Client, its servants and agents against loss, ofor damage, of property or bodily injury sustained by its servants or agents or any of them by reason of any act omission or neglect of Contractor its servants or agents whilst performing their duties under this Agreement AND against the dishonesty of its Security Guards whilst performing their duties hereunder AND THIS shall include subject to the SCC.

5.5.2 The Client agrees to indemnify and to hold the Contractor, its agents and employees not

responsible for all claims, proceedings, damages, costs, expenses and losses arising as a result of Client's negligence.

5.6 Claims

5.6.1 Notice of all claims by the KSL or the Contractor in respect of any loss, damage or injury, shall be given in writing giving details of such loss, damage or injury of consequential or indirect loss within fifteen (15) days after the discovery of such damage, loss or injury.

5.7 Insurance

Security Company shall insure its security personnel 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 an act of neglect or default of KSL, its servants or agents. The Security Company shall indemnify the employer against actions and claims and demands in respect of such injury.

The Security Company shall be required by the employer to avail the policy of insurance thereof and proof of payment of the current premium.

5.7.1 The Contractor shall if required by the Client avail the policy of Insurance in respect thereof and proof of payment of current premium.

5.8 Requirements to be met by contractors

The successful tenderer (Contractor or Accepted Tenderer) shall be expected to:

- (a) Provide sound and effective guarding services at all times. The assignment areas should be manned by required personnel at all times.
- (b) Provide effective radio communication HF & VHF with an established base station and or suitable electronic communication, deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses.
- (c) Attend to any fire emergency situations such as fire prevention, detection and control.
- (d) Have back-up systems in cases of emergencies.
- (e) Identify and mitigate threats such as attacks, thefts and bombs.
- (f) Implementation of security measures to avoid thefts, frauds, arson and destruction of the Park.
- (g) Crime prevention by maintaining security presence and high visibility through such activities as static guarding and patrols.
- (h) Provide literate and trained guards capable of using communication radio and telephone.
- (i) Be able to control crowds and manage riots.
- (j) All security guards and personnel must be medically fit. Relevant medical certificate(s) must be produced on request.
- (k) Coordination of investigation of any criminal activities committed on the premises or against its interest, staff, tenants and authorized visitors.
- (l) Facilitation of access for visitors' badges/ pass identification.

- (m) Administration of Vehicular access control, inspection, parking control and secure parking environment.
- (n) Administration of lock and key control program for designated gates and barriers.
- (o) Effective deployment of security measures in times of crisis operations to minimize damages.
- (p) Hire and pay salaries for their guards, supervisors and managers without depending on payment of KSL and not later than the 5th day after end of each month.
- (q) The Security Company shall be expected to comply with the National Disaster Management programme, Environmental Management Coordination Act (EMCA) and Occupational Health & Safety Act (OHSA) and other statutory requirements relevant to security services.
- (r) The Security Company shall conduct regular reviews as prescribed in the Performance Assessment Form of the service.
- (s) Have ability to deploy more security guards as and when requested.
- (t) Have all security guards deployed on a medical cover scheme preferably NHIF.
- (u) Security guard compensation should be equal or more than half the amount quoted per guard.

1. SECURITY GUARDS

- (a) All guards should be well groomed, in full uniform and presentable while on assignment.
- (b) Guards must report on duty 15 minutes before change over time.
- (c) Guards must be literate (minimum; form four leavers) and able to communicate and express themselves verbally and in writing in the national language.
- (d) Guards should exhibit courtesy, respect and customer care while undertaking their duties.
- (e) Guards should be familiar with operating of radios and alarm systems.
- (f) Guards must not tamper with any apparatus on the premises.
- (g) Provide trained security dogs and dog handlers where required.
- (h) The guards should be able to conduct crowd control.
- (i) The guards should be able to liaise with police, fire brigade and ambulances in cases of emergencies.
- (j) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures that KSL will spell out.
- (k) Guards are prohibited from sleeping, smoking, lighting bon fires or chatting during working hours.

5.9 Training Guards

The guards must have the following minimum level of training.

- (a) Threat identification/Observation
- (b) Emergency/Distress response, rescue or evacuation
- (c) First aid
- (d) Firefighting and safety
- (e) Investigation and collection of intelligence
- (f) Communication skills, report writing and record keeping
- (g) Customer care
- (h) Arrest and immobilization
- (i) Search of a suspect
- (j) Physical fitness/drill/endurance
- (k) Antiterrorism
- (l) Anti-crime patrol
- (m) Vehicle and personnel search
- (n) Communication with two-way radio and telephone

(ii) Supervisor

In addition to the above, the supervisor will be expected to have undergone the following training

- (a) Investigation and Report writing
- (b) Knowledge of Health and safety at work place
- (c) Emergency response skills

5.10 Supervision/Discipline

- 5.10.1 The guards on either shift will be checked at least two times during a 12-hour shift by a Supervisor
- 5.10.2 Security officers and Administration officers will also make regular impromptu checks on the guards to ensure that guards are executing their duties as expected.
- 5.10.3 Contractor shall ensure that the guards/ supervisors engaged in the performance of security services exhibit good discipline and acceptable behavior at all times to avoid situation likely to lead to breach of the employer’s business and shall also observe and comply with all security, safety operational or administrative regulation, instruction, guidelines or rules from time to time or as required by the employer. Where a guard’s level of discipline is found undesirable then the guard shall be removed from the assignment.

5.11 Incident Reporting

The Contractor shall have in place adequate systems for reporting any incidents. Incidents occurring in Client’s premises shall be reported without delay to the Clients Head of security or his representative.

5.12 Communications

- 5.12.1 Contractor shall ensure own communication links (land line telephone, mobile phones, radios

etc.) to the main control room must be reliable and manned 24 hours. The client would provide necessary internal communication as above necessary.

5.12.2 Where Clients' telephone will be used to make external calls or mobile destinations, such calls must be officially recorded as will be specified.

5.13 Notice

Any notice to be served on either of the party 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 electronic mail shall be deemed to have been received by the addressee within Seven (7) days of posting or 48 hours if sent by facsimile transmission or by electronic mail or telex.

5.14 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver to them or a right at any time subsequently to enforce all terms and conditions of this Agreement.

5.15 Sign Plates

The Contractor shall at its own cost and subject to the prior approval thereof, provide sign plates indicating that the premises are being guarded by the contractor.

SECTION VI – DESCRIPTION OF SERVICES

6.1 Scope of Services

The services to be offered by the contractor shall include but not limited to:

- 6.1.1 Ensure that all the directives of the KSL affecting the security and safety of their property are carried out.
- 6.1.2 Any interference to the jurisdiction / perimeter protection of the premises to be identified and reported to the KSL immediately.
- 6.1.3 Shall deter the commission and omission of crimes by deploying well-trained and alert security guards in KSL premises.
- 6.1.4 All visitors and customers to KSL premises to be courteously received assisted and directed.
- 6.1.5 Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
- 6.1.6 Attend fire emergency situation/fire prevention, detection and control. 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.
- 6.1.7 Communicate Security, protection and safety matters on telephone, radio or any other acceptable medium to Supervisor and Head of Security.
- 6.1.8 Conduct and effect security deployment, routine check and patrols
- 6.1.9 Activate or engage back-up systems in cases of emergencies
- 6.1.10 Practice knowledge of first aid and evacuation drills on need basis
- 6.1.11 Use of radios and modern equipment like Close Circuit Televisions (CCTVs), photocopying machines etc
- 6.1.12 Ability to control industrial disputes/assembly control and riots.
- 6.1.13 Ability to summon police, fire brigade and ambulances in cases of emergencies.
- 6.1.14 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.
- 6.1.15 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.
- 6.1.16 Record all vehicles visiting to premises and verify gate-passes / Identification Cards issued to visitors and customers
- 6.1.17 Implement the contractor's right to search employees, visitors and customers and their vehicles to ensure that no unauthorized property is taken from the premises without relevant authority or entry of suspicious equipment and materials.

- 6.1.18 Ensure that before any property is removed authorization is obtained from the relevant authorities.
- 6.1.19 Maintain a daily occurrence book and all security records should be made available to the Head of Security and Administration of KSL or his representative at any time.
- 6.1.20 Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles.

- 6.1.21 Regulating human traffic in KSL reception, entry points, lounge and customers' access respective services in an orderly manner without delay.
- 6.1.22 Guard all KSL premises against terrorism by ensuring thorough access controls, screening and/or searching of personnel and vehicles using available and applicable tools and equipment's e.g. metal detectors, CCTV to detect and deal with suspicious characters.
- 6.1.23 The bidder must prove existence of radio network with central command by producing a valid frequency license.
- 6.1.24 The successful bidder shall be liable for any loss suffered by KSL as a result of the bidders' negligence.
- 6.1.25 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, including alarm response at the contractor's cost.
- 6.1.26 Screening of persons entering the School premises
- 6.1.27 Verifying the credentials of all user's tools and equipment entering into the premises
- 6.1.28 Maintenance of all incidents in the Occurrence Books.
- 6.1.29 Maintenance of effective surveillance with a view of detecting suspicious activities.
- 6.1.30 Prevent unauthorized movements within KSL premises, access to controlled or restricted areas.
- 6.1.31 Guarding and conducting security patrols in specified areas.
- 6.1.32 Deploy elementary / basic anti-terrorism and customer care skills as and when required
- 6.1.33 The bidder firm to demonstrate ability to deploy / install own guard monitoring system manual, semi or fully automated.
- 6.1.34 All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and KSL shall make periodical and impromptu check/visits.
- 6.1.35 In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to the KSL Headquarters for final decision.

6.2 **Patrolling**

- 6.2.1 Types of Patrol
 - a) Foot Patrols
 - b) Mobile/vehicle patrols
 - c) Surveillance

6.3 **Areas and Personnel Deployment**

Deployment of the day guards

Deployment of the day guards

- 1) First gate to Academic Complex – Gate A - 3 No. (Including a guardette)
- 2) Second gate to Staff Residence – Gate B - 2 No. (Including a guardette)

3) Third gate to Main Admin Block – Gate C	- 2 No. (Including a guardette)
4) Administration Block Entrance	- 2 No. (Including a guardette)
5) Senior staff quarters/ / Guest Hostels	- 1 No.
6) Library	- 1 No.
7) Town Campus (Development House)	- 4 No (Including 2 guardettes)
8) In-charge supervisor	- <u>1 No</u> supervisor
Total	- 16 No

Deployment of the night guards

1) First gate to Academic Complex – Gate A	-2 No. (Including a guardette)
2) Students Hostels	- 1 No.
3) Second gate to Staff Residence – Gate B	- 2 No.
4) Third gate to Main Admin Block – Gate C	- 2 No
5) Senior staff quarters/ Guest Hostels	- 1 No.
6) In-charge supervisor	- <u>1 No.</u> Supervisor
Total	- 9 No.

Both shifts shall exchange signatures in their occurrence Books to confirm change over.

- i. Day guards to report on duty at 0600 hours daily
- ii. Night guards to report on duty at 1800 hours daily

6.4 Methods of Communication

- 6.4.1 Use of VHF (2way) Radio Communication (as applicable)
- 6.4.2 Telephone (where provided)
- 6.4.3 Whistle (when in danger or emergency)

6.5 Methods of Recording Patrols and Incidents

- 6.5.1 Details of patrols and incidents shall be recorded in a Register (Occurrence Book - OB), which shall be maintained at the specified manning areas. At a minimum, each record of patrol or incident shall include the following:
- a) Incident Entry Number (Register / OB No).
 - b) Date and time of occurrence of incident or patrol.
 - c) Nature of occurrence.
 - d) Remarks and observations related to occurrence.
 - e) Signature of security person/guard making the entry

6.6 Incident Reporting Procedure

- 6.6.1 On observing an incident, one shall immediately activate an alerting process as follows:
- i). Inform supervisor by Radio or Telephone
 - ii). Inform his/her other colleagues working with him/her at the point
- 6.6.2 On receipt of an alert, the supervisor shall:
- i). Deploy reinforcement and alert all Radio holders.
 - ii). Report to their Control or Command Centre and Duty Supervisor
 - iii). Report to KSL Security Office or any security person available.
 - iv). Proceed to scene (where necessary), evaluate the situation and re-confirm to Supervisor including requests for KSL and Police intervention.
 - v). Record all details of the incident in the Occurrence Book.
 - vi). Make Incident Report to KSL within one 's working time (before handing over to incoming shift).

6.7 Duty Performance Record

- 6.7.1 The shift supervisor shall take over duties and record the same in the OB.
- 6.7.2 Visit each manning point at least four times per shift and record in the occurrence registers/OB at manning points (where applicable) as required by KSL Regulations.

6.8 Operational Contact Person

- 6.8.1 The Security Officer and Administration officer shall be informed or contacted for any information related to day-to-day security operations.

6.9 Minimum Requirements for Security Guards

- 6.9.1 The contractor shall ensure all persons presented for security service at the airport meet the following minimum qualifications, which may be inspected from time to time.
- i). Form four level of Education and above
 - ii). Valid Certificate of Police Clearance
 - iii). Valid national Identification Document
 - iv). Guards with security-oriented training highly recommended
 - v). Past experience in provision of security service
- 6.9.2 The client may ensure contractors employees serving in the school undertake basic in-house

training programmes to enhance the capacity of guards to operate at Premises:

- a) General KSL Operations
- b) Business Security Awareness
- c) Safety Awareness
- d) Customer Care

- e) Fire and Rescue
- f) First Aid techniques

6.10 Contract Performance Evaluations

6.10.1 There shall be three types of evaluations, namely:

- a) Weekly Evaluations; - These shall be done by the Security officers.
- b) Monthly Evaluations; - These shall be done by the Administration Officer.
- c) Quarterly Evaluation; - These shall be done by the project manager of the school

SECTION VII – STANDARD FORMS

NOTES ON STANDARD FORMS

7.1 Notes on Standard Forms

- 7.1.1 **Forms of Tender;** 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.
- 7.1.2 **Tender Security Form;** 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 Kenya School of Law or fully filled tender securing form pursuant to instructions to tenderers clause 12.3.
- 7.1.3 **The contract form;** the price schedules and the schedule of requirements shall be deemed to form part of the contract and would be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and The Kenya School of Law in accordance with the instructions to tenderers or general conditions of contract.
- 7.1.4 **The performance security 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 KSL and pursuant to the conditions of contract.
- 7.1.5 **Price Schedule Form;** - The price schedule form must similarly be completed and submitted with the tender.
- 7.1.6 **Confidential Business Questionnaire Form;** - This form must be completed by the tenderer and submitted with the tender documents.

FORM OF TENDER

Date; _____

Tender No. _____

To

.....
.....
.....
.....
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addendum Nos.._____[insert numbers, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide _____[description of services] in conformity with the said tender documents for the sum of Kenya Shillings _____(figures) _____(in words) [total tender amount in words and figures] inclusive of all 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 services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain a performance guarantee/bond in a sum equivalent to one (10%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by KSL
4. We agree to abide by this Tender for a period of one twenty [120] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at anytime 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 _____ 20____ [signature] _____

[In the capacity of] _____

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

PRICE SCHEDULE OF SERVICES

The service provider should indicate the cost that is necessary to meet the security guarding requirements of KSL.

The price quotation shall include all applicable taxes for purposes of the price schedule and shall adhere to itemized Description below upon contract execution.

Name of Tenderer; _____

Tender Number; _____

KSL GUARDING SITE IN KAREN AND TOWN CAMPUS

Item	Description	Guards	Unit Price (1pax) per Month (Kshs)	Total Monthly Cost (2pax) (Kshs)	Total Annual Cost (2Pax) (Kshs)	REMARKS All Prices must be inclusive of All Taxes
1	Day Security Guards	15				
2	Day supervisor	1				
3.	Night Security Guards	8				
4.	Night supervisor	1				
	Grand total	25				

NOTE The Cost of KSL Town Campus Security Guarding Site shall be based on the price provisions of the KSL Karen sites and shall be prorated for any additional deployment

- i). In case of discrepancy between total price and the price stated on form of tender, the price on form of tender shall prevail.
- ii). The services will be rendered on 24 hrs basis for the entire contract period
- iii). Invoices must indicate the price build up on the cost of the Guard and 16% VAT as tendered above

- iv). The successful bidder shall enter into a one (1) year contract, renewable in the second year upon annual satisfactory review.
- v). Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s) or as shall be agreed.

Signature and Rubber Stamp of tenderer

CONTRACT FORM

THIS AGREEMENT made the ___day of _____20___between.....[name of procurement entity] of [country of Procurement entity] (hereinafter called-the The Kenya School of Law) 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 Technical Specifications;
 - d) the General Conditions of Contract;
 - e) the Special Conditions of Contract; and
 - f) Letter of Notification of Award.
 - g) Letter of Acceptance of Award
3. In consideration of the payments to be made by The Kenya School of Law to the tenderer as hereinafter mentioned, the tenderer hereby covenants with The Kenya School of Law provide the Security Guarding Services and to remedy in conformity all respects with the provisions of the Contract.
4. 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.
5. Signed, sealed, delivered by _____ the _____ (The Kenya School of Law)
6. 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 addressTel 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;																																				
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 45%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.				2.				3.				4.			
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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
	Shares1.	

.....

 2.

3.

 4.

Conflict of Interest I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- ...
- b)
- ...
- c)
- ...
- d)
-
- ...

For and on behalf of M/s

In the capacity of

Interest in the Firm: Is there any person / persons in KSL or any other public institution who has interest in the Firm? Yes / No? (Delete as necessary)

(Title) (Signature) (Date)

Name: Title:
.....

Date.....Signature of
Candidate.....

Company Official Rubber

Stamp.....

PERFORMANCE SECURITY FORM

To:
.....[name of The Kenya School of Law] 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)

**SELF DECLARATION FORM
ANTI-CORRUPTION DECLARATION**

We (insert the name of the company / supplier) -----

declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply; -

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KSL.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That KSL may have.

NameSignature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We **(insert the name of the company / supplier)**----- declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement Proceeding.

NameSignature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We **(insert the name of the company / supplier)** ----- declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier)..... declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....
...

Company Seal/Business Stamp

CERTIFICATE OF TENDERER'S VISIT TO SITE

This is to certify that,..... (Name of Tenderer or his representative) of the firm of, (Name of Firm Tendering) In the company of,..... (Name of Clients representative conducting the visit)

Visited the site in connection with Tender for **PROVISION FOR SECURITY GUARDING SERVICES AT THE KENYA SCHOOL OF LAW-KAREN AND TOWN CAMPUSES.**

Having studied the tender documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the services and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanations given by the Client's representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed (Tenderer or his representative)

Date.....

Signed (Signature of KSL representative)

Date.....

LETTER OF NOTIFICATION OF AWARD

Address of The Kenya School of Law

To:

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS)

CHIEF EXECUTIVE OFFICER
THE KENYA SCHOOL OF LAW

SECTION VIII SELF-DECLARATION FORMS

8.1 ANTI-CORRUPTION DECLARATION

We (insert the name of the company/supplier)
.....

declare and guarantees that no offer, gift or payment consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply; -

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KSL

The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KSL may have.

Name.....

Signature.....**Date**.....

Company Seal / Business Stamp

8.2 ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company/supplier) declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name..... **Signature**.....
Date.....

Company Seal/Business Stamp