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TENDER
DOCUMENT FOR
PROVISION OF SECURITY SERVICES.

TENDER No: KeMU/OT/007/2025

CLOSING DATE: FRIDAY 13th JUNE, 2025 AT 11:00 AM

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SECTION I: INVITATION FOR TENDERS

TENDER NO: KeMU/OT/007/2025: PROVISION OF SECURITY SERVICES

KeMU invites eligible suppliers to submit sealed bids for **Provision of Security Services for the Meru, Nairobi and Mombasa Campus.**

Interested firms may obtain further information from **KeMU Main Campus** situated in **Meru**, along Meru-Maua Road at the Procurement office 1st floor Administration Block and **KeMU Nairobi Campus** situated at **KeMU Towers** 11th floor along Uhuru Highway during normal working hours between 8.00 a.m. and 4.00 p.m. every day from Monday to Friday.

Tender documents may be viewed and downloaded for free from the KeMU website www.kemu.ac.ke. Those who download the tender document and intend to submit a bid are required to register their details at the Procurement Officers Office, 1st Floor so as to facilitate for any further clarifications or addendum/addenda vide supplies@kemu.ac.ke.

Complete tender documents must be enclosed in a plain sealed envelope marked with the tender number and tender name and addressed to:

**The Vice Chancellor,
Kenya Methodist University (KeMU),
P. O. Box 267-60200,
Meru.**

The tender documents must be submitted in two copies one marked “ORIGINAL” and the other marked “COPY.” The tender documents should be deposited in the Tender box placed next to the Procurement Office at the Administration block 1st floor, **KeMU Main Campus** and be addressed to **The Vice-Chancellor** so as to reach him on or before the closing date and time on **Friday, 13th June 2025 at 11.00 a.m.**

The tenders will be opened immediately after the closing date and time on **Friday, 13th June 2025 at 11.00 a.m.** in the **ADH, 1st floor of the Administration Block**. Bidders or bidder representatives are invited to witness the opening.

Yours faithfully

VICE CHANCELLOR

SECTION II: INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Appendix to 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 **KeMU's** employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under Public Procurement and Asset Disposal Act No.33 of 2015
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and Sub tenderers) 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 **KeMU** to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the 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 **KeMU** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Specifications
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Confidential Business Questionnaire Form
 - (ix) Certificate of Independent Tender determination
 - (x) Self-Declaration forms SD1, SD2
 - (xi) Declaration and commitment to the code of ethics
 - (xii) Performance security Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A Tenderer inquiring about the tender documents may notify **KeMU** by post, fax or by email at the **KeMU** address indicated in the Invitation for tenders. **KeMU** will respond in writing to any request for clarification of the tender documents, which it receives not later than four (4) days before the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 **KeMU** shall reply to any clarifications sought by the Tenderer within 4 days of receiving the request to enable the Tenderer to make a timely submission of its tender.

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, **KeMU**, 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 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 Tenders

- 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 **KeMU**, shall be written in English language.

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the Tenderers 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 paragraph 2.1.3 that the Tenderer is eligible to tender and is qualified to perform the contract if his tender is accepted.
 - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
 - (d) Declaration Form.

2.8 Tender Forms

The Tenderer shall complete the tender form and the appropriate price schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The Tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the

contract. Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

- 2.9.2 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 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers' eligibility and qualifications

- 2.11.1 Pursuant to paragraph 2.1. of this document, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

- 2.11.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted shall establish to **KeMU's** satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

2.12 Validity of tenders

- 2.12.1 Tenders shall remain valid for **one hundred and eighty (180) days** after the date of tender opening prescribed by **KeMU**, under paragraph 2.18. A tender valid for a shorter period shall be considered non-responsive and will be rejected.
- 2.12.2 In exceptional circumstances, KeMU 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.

2.13 Format and signing of the tender

- 2.13.1 The Tenderer shall submit the tender in two copies in two separate envelopes. One copy will be marked "ORIGINAL" and the other one will be marked "COPY," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.13.2 The original and the copy of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.13.3 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.

2.14 Tender Security

- 2.14.1 The Tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to instructions to Tenderers.
- 2.14.2 The tender security is required to protect **KeMU** against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.3 The tender security shall be denominated in Kenya Shillings and shall be in the form of:
- (a) A bank guarantee.

(b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

2.14.4 Any tender not secured in accordance with paragraph 2.14.1. and 2.14.3 shall be rejected by KeMU as non-responsive.

2.14.5 Unsuccessful Tenderer's tender 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.

2.14.6 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.27, and furnishing the performance security, pursuant to paragraph 2.28

2.14.7 The tender security may be forfeited:

(a) If a Tenderer withdraws its tender during the period of tender validity.

(b) In the case of a successful Tenderer, if the Tenderer fails to:

(i) Sign the contract in accordance with paragraph 2.27 or

(ii) Furnish performance security in accordance with paragraph 2.28.

(c) If the Tenderer rejects correction of an arithmetic error in the tender.

2.15 Sealing and marking of tenders

2.15.1 The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be inserted and sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a) Be addressed to the
**The Vice Chancellor,
Kenya Methodist University,
P.O. Box 267-60200,
Meru.**

(b) Bear the tender number and name.

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, **KeMU** 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 deposited in the Tender box placed outside of Procurement office at **KeMU Meru Administration block 1st floor**, so as to be received on or before the closing date and time on **Friday, 13th June 2025 at 11.00 a.m.**

2.16.2 **KeMU** may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3, in which case all rights and obligations of KeMU and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by **KeMU** 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 tenders, is received by **KeMU** prior to the deadline prescribed for 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 e-mail 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 2.14.7.
- 2.17.5 **KeMU** may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 **KeMU** shall give prompt notice of the termination to the Tenderers and on request give its reasons for the termination within fourteen (14) days of receiving the request from any Tenderer.

2.18. Opening of Tenders

- 2.18.1 The tenders will be opened immediately after the closing date and time on **Friday, 13th June 2025 at 11.00 a.m.** in **KeMU Main Campus ADH 1st floor of the Administration block** in the presence of Tenderers' representatives present.
- 2.18.2 The Tenderers' representatives present shall sign a register evidencing their attendance.
- 2.18.3 The Tenderers' names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as at its discretion may consider appropriate, will be announced at the opening.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders, **KeMU** 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 of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the Tenderer to influence **KeMU** 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 **KeMU** will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment, or amendment in any way by

any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 **KeMU** may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20 **KeMU** 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. **KeMU's** determination of a tender's responsiveness will 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 and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

2.21 Evaluation and Comparison of Tenders

2.21.1 **KeMU** will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.21.2 **KeMU's** evaluation of a tender will take into account, in addition to the tender price, the operational plan, in the manner and to the extent indicated in paragraph 2.22.3.

2.21.3 Pursuant to paragraph 2.21.2, the following evaluation method will be applied.

(a) Operational Plan

KeMU requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than **KeMU's** required delivery time will be treated as non-responsive and rejected.

2.22.3 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22 Contacting KeMU

2.22.1 Subject to paragraph 2.19 no Tenderer shall contact **KeMU** on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.22.2 Any effort by a Tenderer to influence the members of staff of **KeMU** in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.23 Post-qualification

2.23.1 **KeMU** will verify and determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.23.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 2.11.2, as well as such other information as **KeMU** deems necessary and appropriate.

2.23.3 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event **KeMU** will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.24 Award Criteria

2.24.1 Subject to paragraph 2.26 **KeMU** will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.2 To qualify for contract awards, the Tenderer shall have the following: -

- (a) Necessary qualifications, capability, experience, services, equipment and facilities to provide the services 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.

2.25 KeMU's Right to accept or Reject any or all Tenders

2.25.1 **KeMU** 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.

2.25.2 If **KeMU** determines that none of the tenders is responsive, **KeMU** shall notify each Tenderer who submitted a tender.

2.25.3 **KeMU** 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.

2.25.4 A Tenderer who gives false information in the tender document about his 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.

2.26 Notification of Award

2.26.1 Prior to the expiry of the period of tender validity, **KeMU** will notify the successful Tenderer in writing that its tender has been accepted.

2.26.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Tenderer and **KeMU** pursuant to clause 2.27. Simultaneously the other Tenderers shall be notified that their tenders were not successful.

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, **KeMU** will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.26.4 If you do not receive any official communication **within 180 days** after the tenders closing date and time of **Friday, 13th June 2025 at 11.00 a.m.** Kindly consider that your tender application was unsuccessful.

2.27 Signing of Contract.

2.27.1 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.

2.27.2 The contract will be definitive upon its signature by the two parties.

The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.28 Performance Security

2.28.1 The successful Tenderer may be required to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to **KeMU**.

2.28.2 Failure by the successful Tenderer to comply with the requirement of paragraph 2.27.1 or paragraph 2.28.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event **KeMU** may make the award to the next lowest evaluated tender or call for new tenders.

2.29 Corrupt or Fraudulent Practices

2.29.1 **KeMU** 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.

2.29.2 **KeMU** 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. 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 ON THE INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to Tenderers Reference	Particulars of Appendix to Instructions To Tender
2.1.1	The tender is open to qualified registered firms for KeMU/OT/007/2025: PROVISION OF SECURITY SERVICES.
2.1.1	This Invitation to tender is open to all licensed and registered security service providers as per the PSRA requirements.
2.10	Tender prices shall be quoted in Kenya shillings
2.11	The technical specifications and conformity requirements are given in the subsequent sections of the tender document (Section v and vi)
2.12	The tenders shall remain valid for 180 days Tenderers who would not have received any communication within the 180 days after opening of tenders should consider themselves unsuccessful.
2.13	The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be inserted and sealed in an outer envelope.
2.14	The tender security shall be Kshs. 50,000 in the form of a Guarantee issued by a Bank or Insurance Company licensed by IRA
2.18	Date, Time and place of bid opening: Friday, 13th June 2025 at 11.00 a.m. KeMU Main Campus, ADH 1st floor of the Administration block. Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Unit.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (i) **“The contract”** means the agreement entered into between **KeMU** and the Tenderer, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (ii) **“The contract price”** means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations.
- (iii) **“The services”** means all of goods, works and services to be provided by the Tenderer including any documents, which the Tenderer is required to provide to **KeMU** under the Contract.
- (iv) **“The Tenderer”** means the individual or firm supplying the goods under this contract
- (v) **“The GCC”** means the General Conditions of Contract contained in this section
- (vi) **“The SCC”** means the Special Conditions of Contract
- (vii) **“Day”** means calendar day

3.2 Application

These general conditions shall apply in all contracts made by **KeMU** for the procurement of goods and services.

3.3 Standards

The services provided under this contract shall conform to the standards mentioned in the specifications.

3.4 Use of contract documents and information

- 3.4.1 The Tenderer shall not, without **KeMU’s** prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of **KeMU** in connection therewith, to any person other than a person employed by the Tenderer in the performance of the contract.
- 3.4.2 The Tenderer shall not, without **KeMU’s** prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the contract itself, enumerated in paragraph 2.4.1 shall remain the property of **KeMU** and shall be returned (all copies) to **KeMU** on completion of the Tenderer’s performance under the contract if so required by **KeMU**.

3.5 Patent rights

- 3.5.1 The Tenderer shall indemnify **KeMU** against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by **KeMU**.

3.6 Performance security

- 3.6.1 Within fourteen (14) days of receipt of the notification of contract award, the successful Tenderer shall furnish to **KeMU** the performance security of 2% of the contract value in the

form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender document or any other form acceptable to **KeMU**.

3.6.2 The proceeds of the performance security shall be payable to **KeMU** as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the contract and shall be in the form of:

(a) A bank guarantee.

(b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

3.6.4 The performance security will be discharged by **KeMU** and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the contract, including any warranty obligations, under the contract.

3.7. Delivery of services and documents

Delivery of the goods/services shall be made by the Tenderer in accordance with the terms specified by **KeMU** in the schedule of requirements and the special conditions of contract

3.8 Payment

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

3.8.2 Payment shall be made promptly by **KeMU**, but in no case later than thirty (30) days after submission of a valid invoice or claim by the Tenderer, upon full implementation of the whole project, SLA signed and certificate of acceptance issued.

3.9 Prices

3.9.1 Prices charged by the Tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Tenderer in its tender or in **KeMU's** request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written consent signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.

3.9.4 Price variation requests shall be processed by **KeMU** within 30 days of receiving the request.

3.10 Assignment

The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with **KeMU's** prior written consent.

3.11 Termination for default

3.11.1 **KeMU** may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderer, terminate this contract in whole or in part:

- (a) If the Tenderer fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by **KeMU**.
- (b) If the Tenderer fails to deliver the services of the specified quality.
- (c) If the Tenderer fails to perform any other obligation(s) under the contract.
- (d) If the Tenderer, in the judgment of **KeMU**, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event **KeMU** 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 un- delivered and the Tenderer shall pay **KeMU** for any excess costs for such similar services. However, the Tenderer shall continue performance of the contract to extent not terminated.

3.12 Termination for Convenience

3.12.1 **KeMU** by written notice sent to the Tenderer, 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 entities convenience, the extent to which performance of the Tenderer 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 **KeMU** may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

3.13 Resolution of Disputes

3.13.1 **KeMU** and the Tenderer shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

3.13.1 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 Liquidated Damages

If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, **KeMU** shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the termination of the contract may be considered.

3.15 Governing Language

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

in the same language.

3.16 Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of General Conditions of Contract	Special Condition Of Contract
3.6 Performance security	As per clause 2.28.
3.7 Delivery of Services	Delivery of the goods/services shall be made by the Tenderer in accordance with the terms specified by KeMU in the schedule of requirements and the special conditions of contract.
3.8 (i) Payment (ii) Payment mode/criteria	As per details in the Form of Tender/Price Schedule/Financial Proposal of the tender Document and/or any other mutually discussed and agreed criteria.
3.9 Price adjustment	No price adjustments allowed. However, the contract should be able to provide for provision of any approved goods, works or services and or reduction of the same at similar price guided by the provisions of Public Procurement and Asset Disposal Act, No.33 of 2015.
3.15 Liquidated damages	If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, KeMU shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods, works and or services. After this the termination of the contract may be considered.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Vice Chancellor, KeMU P. O. Box 267-60200 MERU

SECTION V: SCHEDULE OF REQUIREMENTS

1.1 Background

Kenya Methodist University intends to procure security services for its premises, installations, assets and compounds at the following locations:

1. Main Campus – Meru
2. Meru Town Campus
3. KeMU Farm Kithoka
4. KeMU Greenland
5. Nairobi Campus KeMU Towers
6. Nairobi Campus KeMU Hub
7. Kianjai and Runogone (Vice Chancellor Residence)
8. Marimanti Centre Tharaka Nithi
9. Mombasa Campus

GENERAL REQUIREMENTS

The service provider shall be responsible for the provision of comprehensive security services to ensure the protection of students, staff, visitors, assets, and facilities across all campuses of Kenya Methodist University. This includes both manpower and technology-driven solutions for round-the-clock coverage

1.2 Scope of Work

The scope of work for the project will include, but not limited to the following deliverables. The successful bidder is required to do the following:

Item	Location	Description	Number of Guards
1	Meru	Security Guard for KeMU Main Campus	33
		Security Guards for KeMU Town Campus	3
		KeMU Farm-Kithoka	3
		KeMU Greenland	3
		Security Marimanti Centre Tharaka Nithi	4
		Kianjai and Runogone (Vice Chancellor Residence)	3
2	Nairobi	Security Guards for Nairobi Campus KeMU Towers	23
		Security Guards for Nairobi Campus KeMU Hub	7
3	Mombasa	Security Guards for Mombasa Campus	6
		Any other Security gadget you consider necessary for optimal provision of Security Services	
	Grand Total Guards		85

1. A total of 85 security guards shall be deployed to Kenya Methodist University.
2. Day shift guards from 0600 hours to 1800 hours for 7 days a week.
3. Night shift guards from 1800 hours to 0600 hours, for 7 days a week.

HIRING AND DEPLOYMENT OF STAFF AT THE UNIVERSITY:

- 1) The contractor shall deploy skilled, motivated and adequate staff, numbering not less than 85 security guards to execute the security services specified in this contract.
- 2) The contractor shall bring the required number of staff to perform its contractual obligations and where the Client deems the staff inadequate, it reserves the right to request for additional staff.
- 3) The Service Provider shall ensure strict adherence to the labour Laws when hiring and deploying staff at the University.
- 4) The Service Provider shall ensure that the provisions of the Occupational Safety and Health Act (Cap 15) Laws of Kenya and any other relevant Acts of Parliament are fully observed and adhered to.

These only describe the basic requirements.

Contract Period

The Contract period shall be for two (2) Years subject to annual satisfactory performance review.

The Contractor shall be expected to provide guards to serve at Kenya Methodist University guarding sites (referred to as the Clients premises) spelt out below 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.

Kenya Methodist University, however, reserves right to terminate this contract as a result of unsatisfactory performance at any time after giving notice to the selected Service Provider.

Provision and Standard of Service

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

The security will maintain an Occurrence Book. They should be able to provide all their guards with note books, pens or cards/form, where the supervisors will sign to certify their physical visits or change of guards, i.e. occurrence books and note any incidents during the execution of the services.

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.

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.

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.

The occurrence book will be the property of Kenya Methodist University and shall be presented to security officer in charge of every site by 8.00am of each day.

Duties and Responsibilities

The service provider shall:

- a. Control access to the University premises and monitor the movement of people and vehicles.
- b. Maintain visitor records and issue badges.
- c. Prevent unauthorized entry, vandalism, theft, and any disruptive behavior.
- d. Respond promptly to incidents, alarms, and emergencies.
- e. Report any security breaches or incidents to designated University personnel.
- f. Conduct regular foot and mobile patrols (where applicable).
- g. Participate in emergency drills and security briefings.
- h. Collaborate with University Security, local police, and emergency services as required.
- i. Provide incident reports and daily situation updates.
- j. Provide security reports as required

Recruitment, Training & Vetting

The provider shall:

- a. Vet all security personnel through criminal background checks and past employment verification.
- b. Train guards on:
 - i. Campus-specific procedures and protocols
 - ii. Emergency response and evacuation
 - iii. Customer service and communication
 - iv. First aid and basic firefighting
 - v. Ensure continuous capacity-building and refresher training.

Supervision and Monitoring

- a. Maintain an on-site security supervisor per shift.
- b. Hold weekly coordination meetings with KeMU's Security Officer.
- c. Provide 24/7 contact with a central command center for escalation and dispatch.

Equipment

All guards must be fully equipped with the right tools of their trade as follows: -

- a. Motor Vehicles/Motor cycles
- b. Peak Caps/Berets
- c. Under search Mirror(USM)
- d. Whistles and Lanyards
- e. Torches and batteries
- f. Serviceable military boots
- g. Great coat
- h. Sweaters
- i. Clean presentable uniforms (shirt and trousers) and tie where applicable.
- j. Clubs
- k. Identification badges
- l. Communication equipment (Radio (Walkie Talkie) / Phone)
- m. Any other Security gadget you consider necessary for optimal provision of Security Services

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) Assignment Instructions for each post/Guard

Liability Contract

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.

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

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.

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

Indemnity

The Contractor shall indemnify and keep indemnified The Client, its servants and agents against loss, of or 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.

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.

Claims

Notice of all claims by Kenya Methodist University 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.

Insurance

The Contractor shall insure its Security Guards / Officers engaged in the performance of guarding services at Kenya Methodist University against injury sustained by them in the course of carrying out their duties.

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

Requirements to be met by the contractor when hiring Security Guards

- 1) The contractor shall deploy skilled, motivated and adequate staff, numbering not less than **85** security guards to execute the security services specified in this contract.
- 2) The contractor shall bring the required number of staff to perform its contractual obligations and where the Client deems the staff inadequate, it reserves the right to request for additional staff.
- 3) The contractor shall ensure strict adherence to the labor Laws when hiring and deploying staff at the University.
- 4) The contractor shall ensure that the provisions of the Occupational Safety and Health Act (Cap 15) Laws of Kenya and any other relevant Acts of Parliament are fully observed and adhered to.
- 5) The contractor, in hiring and deploying staff at the University, shall ensure the following University standards and requirements are fully met: -
 - a) That every staff deployed in the University is of high moral integrity and that each such staff has in possession a valid certificate of good conduct.

- b) Wages paid to employees to be deployed must conform to the Ministry of Labor and Social Protection guidelines on minimum wages and all other terms and conditions of employment stipulated in the labor laws. Kenya Methodist University will be at liberty to confirm compliance to this requirement from whatever source.
- c) The contractor shall inform the client of any staff movement and rotations prior to effecting such movements and rotations.
- d) The University reserves the right to reject any of the contractor's employees for reasons of its own. When the University exercises this right, it shall immediately inform the project manager of the contractor who shall in turn obtain a replacement of staff rejected and to ensure that the standard of service is not adversely affected in any way.
- e) The contractor shall maintain an attendance register to be signed by its staff deployed in the University as they report to work and leave on a day to day basis.
- f) The attendance register should be available for the client to inspect on demand.

Minimum Requirements for Security Guards

- a) Age of the Guards: Aged between 21 and 50 years' old
- b) Education: Form four leavers and above who are able to express themselves in English and Swahili fluently
- c) Vetting: The contractor shall have thorough knowledge of guards' background and ensure they possess Certificates of good conduct before the guards are posted.
- d) All the guards should have a medical certificate for physical and mental fitness from a
- e) recognized medical institution.
- f) All Guards should always be clean and smartly dressed in uniform including security boots, rain coats, belts, pullovers, head gears, battons, identification badges etc.
- g) All Guards should have training certificates from recognized institutions.

NB: The contractor will be required to submit the above documents to the Client within the first month of commencement of the contract.

Training

Guards shall have undergone training in primary security procedures, fire-fighting, and safety, first aid and customer service. Training on anti-terrorism and terrorism awareness. Working knowledge of computers and PABX is added advantage.

Supervision

The guards shall be effectively supervised on a 24-hours basis by site contract manager or a qualified supervisor provided by the Contractor.

Provision of Supervisors, Site Manager/ Officer in Charge shall be at the contractor's cost.

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 Client's Chief Security Officer or his representative.

Communications

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.

Where Clients' telephone will be used to make external calls or mobile destinations, such calls must be officially recorded as will be specified. Bills for calls made on non-Kenya Methodist University business will not be honored.

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 or by telex and 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.

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.

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 and that guard dogs in use are not a threat.

DESCRIPTION OF SERVICES

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

- 1) Ensure that all the directives of Kenya Methodist University affecting the security and safety of their property are carried out.
- 2) Any interference to the jurisdiction/perimeter protection of the premises to be identified and reported to Kenya Methodist University immediately.
- 3) Shall deter the commission and omission of crimes by deploying well-trained and alert security guards in Kenya Methodist University premises.
- 4) All visitors and customers coming to Kenya Methodist University premises to be courteously received assisted and directed.
- 5) Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
- 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.
- 7) Communicate Security, protection and safety matters on telephone, radio or any other acceptable media to Supervisor and Chief Security Officer.
- 8) Conduct and effect security deployment, routine check and patrols.
- 9) Activate or engage back-up systems in cases of emergencies.
- 10) Practice knowledge of first aid and evacuation drills on need basis.
- 11) Use of radios and modern equipment like Close Circuit Televisions (CCTVs), photocopying machines etc.
- 12) Ability to control industrial disputes/assembly control and riots.
- 13) Ability to summon police, fire brigade and ambulances in cases of emergencies.
- 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.
- 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.
- 16) Record all vehicles visiting the premises and verify gate-passes / Identification Cards issued to visitors and customers.
- 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.
- 18) Ensure that before any property is removed authorization is obtained from the relevant authorities.
- 19) Maintain a daily occurrence book of all incidents and all security records should be made available to the Chief Security Officer Kenya Methodist University or his representative at any time.

- 20) Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles.
- 21) Regulating human traffic in Kenya Methodist University, entry points, lounge and customers' access respective services in an orderly manner without delay.
- 22) Guard all Kenya Methodist University 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.
- 23) Prove existence of radio network with central command by producing a valid frequency license.
- 24) The successful bidder shall be liable for any loss suffered by Kenya Methodist University as a result of the bidders' negligence.
- 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.
- 26) Verifying the credentials of all user's tools and equipment entering into the premises.
- 27) Maintenance of effective surveillance with a view of detecting suspicious activities.
- 28) Prevent unauthorized movements within Kenya Methodist University, access to controlled or restricted areas.
- 29) Guarding and conducting security patrols in specified areas.
- 30) To have guards who are computer literate at Kenya Methodist University.
- 31) Deploy elementary/basic anti-terrorism and customer care skills as and when required.
- 32) The bidder to demonstrate the ability to deploy/install their own guard monitoring system manual, semi or fully automated.
- 33) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures, and Kenya Methodist University shall make periodical and impromptu check/visits.
- 34) In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to Kenya Methodist University for final decision.

Patrolling

Types of Patrol

- a) Foot Patrols
- b) Mobile/vehicle patrols
- c) Surveillance
- d) Areas and Personnel Deployment

Methods of Communication

- a) Use of VHF (2way) Radio Communication (as applicable)
- b) Telephone (where provided)
- c) Whistle (when in danger or emergency)

Methods of Recording Patrols and Incidents

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

Documentation and Reporting

The provider must submit:

- a) Daily security occurrence books/logs
- b) Incident reports within 12 hours of occurrence
- c) Monthly security summaries
- d) Risk assessments and recommendations when necessary

Incident Reporting Procedure

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

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 Kenya Methodist University Security Office or any security person available.
- iv) Proceed to scene (where necessary), evaluate the situation and re-confirm to Supervisor including requests for Kenya Methodist University and Police intervention.
- v) Record all details of the incident in the Occurrence Book.
- vi) Make Incident Report to Kenya Methodist University within one 's working time (before handing over to incoming shift).

Duty Performance Record

The shift supervisor shall take over duties and record the same in the OB.

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 Kenya Methodist University Policy/Regulations.

Operational Contact Person

Chief Security Officer shall be informed or contacted for any information related to day-to- day security operations.

Service Quality and Compliance

The provider shall:

- a) Comply with Kenyan laws governing private security (e.g. Private Security Regulation Act)
- b) Adhere to KeMU's security policies and ethical standards
- c) Be subject to periodic performance reviews and audits
- d) Replace underperforming or non-compliant staff on request

The contractor should ensure that its staff serving in Kenya Methodist University have undertaken basic security training courses to enhance the capacity of guards.

Contract Performance Evaluations

There shall be three types of evaluations, namely:

- a) Daily Evaluations; - These shall be done by the Security and Safety Supervisors.
- b) Monthly Evaluations; - These shall be done by the Chief Security Officer.
- c) Annual Evaluation; - These shall be done by the Chief Security Officer.

SECTION VI: EVALUATION CRITERIA

PRELIMINARY REQUIREMENTS (MANDATORY)

A	PRELIMINARY EVALUATION/ MANDATORY REQUIREMENT	REMARKS
A1	Must submit a copy of the certificate of Registration / Incorporation	YES/NO
A2	Must submit Certificate of registration by Private Security Regulatory Authority (PSRA) .Valid PSRA license for the firm PSRA certificate of registration for each director Evidence of compliance with PSRA training standards for deployed guards	YES/NO
A3	Provide a Tender security of Kshs. 50,000 valid for 180 days from the date of tender opening	YES/NO
A4	Must submit a copy of a Valid Tax Compliance certificate	YES/NO
A5	Must fill the Form of Tender in the format provided	YES/NO
A6	Must Fill the Price Schedule in the format provided	YES/NO
A7	Must fill and submit a self-declaration that the firm is not debarred from participating in Public Procurement	YES/NO
A8	Must fill and submit the Corruption declaration in the format provided in the tender Document	YES/NO
A9	Copy of valid frequency license (VHF/UHF/ALARM) from the Communication Authority of Kenya. Attach a valid Frequency License (Not payment Receipts) from the Communication Authority of Kenya for current area of operation.	YES/NO
A10	Must submit current Firm's professional Membership either Kenya Security Industry Association (KSIA) or, Protective Industry Association (PIA) or any other recognized security Association (attach a copy of Membership Certificate / Testimonial)	YES/NO
A11	Must provide a valid compliance certificate from NHIF	YES/NO
A12	Must provide a valid compliance certificate from NSSF	YES/NO
A13	Provide copy of WIBA/Group Personal Accident Cover for your employees (Evidence to be provided is Insurance Policy or Cover Note)	YES/NO
A14	Provide a valid contractual liability insurance policy/fidelity guarantee (Insurance Policy or Cover Note)	YES/NO
A15	Avail salary rates for the proposed personnel to be deployed, which must be within the current legal framework.	YES/NO
A16	The receptionist must have form four level of education qualifications and in addition, post-secondary education (attach CVs).	YES/NO
A17	Must submit 3 letters of recommendation based on contracts that you have serviced in the last two years (January 2023-January	YES/NO

	2025). In the letter the contracting manager/ organization must give a rating on your performance based on a scale of one (1) to ten (10) (one being the lowest and ten the highest) for each parameter as per the bid reference check form.	
A18	Provide proof of compliance with prevailing labor laws in respect to minimum wage.	YES/NO

NB: Please note that the authenticity of the above documents provided MAY be verified with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

Bidders must meet all the Mandatory requirements to qualify for Technical Evaluation.

TECHNICAL EVALUATION CRITERIA

This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)

A	TECHNICAL REQUIREMENTS	score
A1	<p>Specific experience of the firm in relation to this assignment.</p> <p>Experience in similar assignments for the past two years (Provide at least three (3) projects handled in the last two years. Attach copies of contracts, LPOs or LSOs on the client's letter head from each of the sites (4 Marks each)</p>	12marks
A2	<p>Personnel; Qualifications and Experiences of at least four Key Operations Personnel as follows.</p> <p>a) Operations Manager;</p> <ul style="list-style-type: none"> i) Minimum form four level of education (attach copies of academic certificates) - (2 Marks) ii). Risen to the rank of Chief Inspector of Police or Captain rank in the armed forces or Manager in private guarding services or its equivalent position (2marks) iii). Must have at least 5 years' working experience- attach CV (2marks) iv). Trained in any of the following; Radio Communication, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computer. (Attach evidence) - (2 Marks) <p>b) Site Manager / Officer In Charge;</p> <ul style="list-style-type: none"> i). Minimum 'O' level qualification (attach copies of academic certificates) - (2 Marks) ii). Risen to the rank of Inspector of Police or Captain rank in the armed forces or Manager in private guarding services or its equivalent position (2marks) iii). Must have at least 3 years' working experience-attach CV(2marks) iv). Trained in any of the following; Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers. (Attach evidence) -(2 Marks) <p>c) Two Supervisors (Day and Night)</p> <ul style="list-style-type: none"> i). Minimum 'O' level qualification (attach copies of academic 	<p>Sub Total 26 marks</p> <p>10 marks</p> <p>8 marks</p>

A	TECHNICAL REQUIREMENTS	score
	<p>certificates) - (2 Marks)</p> <p>ii). Risen to the rank of Senior sergeant of Police or Sergeant rank in the armed forces or Manager in private guarding services or its equivalent position (2marks)</p> <p>iii). Must have at least 3 years' working experience- attach CV (2marks)</p> <p>iv). Trained in any of the following; Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers. (Attach evidence) -(2Marks)</p>	8 marks
A3	<p>Machinery, Tools, Equipment & Dress / Logistics</p> <p>i. At least three (3) operational Motor vehicles and Motor cycle (Attach proof of Ownership or Copy of Lease Agreement) (5 Marks)</p> <p>ii. An operational VHF/Radio or Mobile / Static Phone Communication equipment's (attach proof of frequency allocation from CAK and a dedicated Phone Number) - (5 Marks)</p> <p>iii. Availability of Back-up systems and ability to respond on timely basis. The bidder should list and state the position or locality of the backup. 2-4 backup (3 marks) 5-8 (6marks) 9 and above (8marks)</p> <p>iv. Availability and ownership of trained Dogs and Kennels in their premises (attach veterinary documents to prove ownership) – (2 Marks) 1mark per dog</p> <p>v. Copy of General Assignment/ Instructions for each Post /Guard (5 Marks)</p> <p>vi. Kitting; All guards must be fully equipped with the right tools of their trade as follows: Day Guards – Men/ladies must wear suits/official (2marks) Night Guard- must wear operational uniforms (2 marks) Attach photos (1marks)</p>	<p>Sub Total 30 Marks</p>

A	TECHNICAL REQUIREMENTS	score
A4	Business support <ul style="list-style-type: none"> i. Professional Indemnity cover and public liability (attach copy of policy or cover note) - (4 Marks for each) ii. Financial Strength; Submit Audited Accounts for the last one year - Current Ratio of 1 and above (2 mark) Return on asset (ROA) of from 5% and above (2 mark) iii. Scores on Bid reference checklist (average score for the 3 referees as per the tender document), marks to be awarded as follows: Average of: 70 marks (20marks will be awarded) 36-69 marks (10marks will be awarded) 0-35 marks (0 marks will be awarded) 	Sub Total 32 marks 8 marks 4 marks 20 marks
	Total	100 marks
	NB: Bidders shall be required to obtain a minimum of Seventy (70) Marks at the Technical Evaluation to proceed to next Financial Evaluation stage. Those who score below 70 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.	

FINANCIAL EVALUATION

Only bidders who qualify at the technical evaluation stage will be subjected to financial evaluation.

Stage 1: Financials

1. This will include the following: -
 - a) Confirmation of and considering price schedules duly completed and signed.
 - b) Conducting a financial comparison for the firms that passed technical evaluation
2. Tenders shall also be checked for errors and inconsistencies.

Stage 2: Negotiations and Due Diligence

The lowest evaluated firm will be called upon to negotiate on any other clarifications that will be noticed during evaluations.

Due diligence on the bidders' clients shall be conducted.

Other Necessary Requirements

Prior to the signing of the contract the successful bidder will be required to submit/agree with the procuring entity on the following: -

- a) Evidence of Workers' Injury Benefit (WIBA) Insurance Policy
- b) Police Clearance Certificates for all staff that will be deployed to work at all premises of the procuring entity.
- c) The successful bidder shall also ensure that all guards deployed are trained by PSRA-accredited training institutions and possess valid PSRA guard licenses.
- d) Agree with the Contract Manager on a Performance Monitoring tool.

SECTION VIII: STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
4. **Certificate of Independent Determination** - This form must be completed by the Tenderer and submitted with the tender documents.
5. **Self-Declaration Form 1 (SD 1)** - This form must be completed by the Tenderer and submitted with the tender documents.
6. **Self-Declaration Form 2 (SD 2)** - This form must be completed by the Tenderer and submitted with the tender documents.
7. **Declaration and commitment to the code of ethics** - This form must be completed by the Tenderer and submitted with the tender documents.
8. **Performance Security** - The form shall be completed by the successful bidder.

To: Vice-Chancellor,
Kenya Methodist University,
P. O. Box 267-60200 Meru.

Gentlemen and/or Ladies:
Having examined the tender documents including Addenda No. __, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for in conformity with the said tender documents for the Grand Total Contract sum of shillings as total Cost for **Provision of Security Services**.

(total tender amount in words and figures) in accordance with the Schedule of Prices/Schedule of Requirements attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the services of Supply, Delivery, Installation, Configuration Testing and Commissioning of Database Server, Application Server and Web Portal Server. in accordance with the Specifications specified in the Schedule of Requirements and details of the services to be sourced and monitored by the service provider.
If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to____ percent of the contract price for the due performance of the contract in the format prescribed by **KeMU**.
We agree to abide by this tender for a period of **one hundred and eighty (180) days** from the date fixed for tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the contract by the parties.
We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this..... day of2025.

(Signature).....

(In the capacity of) **Duly authorized to sign tender for and on behalf of**

PRICE SCHEDULE

- Security firms that wish to participate in tendering for this service are encouraged to familiarize themselves as per the regions they wish to tender their bids
- The security firms are expected to clearly indicate which region or regions they are bidding for.

LOT 1	LOT 1	LOT 2
Nairobi Region	Mombasa Region	Meru Region

Nb/= **Lot 1 Covers;** KeMU Towers Nairobi, KeMU Hub, and Mombasa Campus.

Lot 2 Covers; Main campus Meru, Town campus, Kianjai, Runogone, Kithoka KeMU farm, KeMU GreenLand and Marimanti Tharaka.

- Detailed quotation showing prices for various services and grand totals are desirable. All prices quoted should be inclusive of VAT.
- The prices for the various guards must be indicated clearly giving the breakdown as follows;

Item	Location	Description	Number of Guards	Cost per Annum (VAT Inclusive)
1	Meru	Security Guard for Meru Main Campus	33	
		Security Guards for Meru Town Campus	3	
		KeMU Farm-Kithoka	3	
		KeMU Greenland	3	
		Security Marimanti Centre Tharaka Nithi	4	
		Kianjai and Runogone (Vice Chancellor Residence)	3	
2	Nairobi	Security Guards for Nairobi Campus KeMU Towers	23	
		Security Guards for Nairobi Campus KeMU Hub	7	
3	Mombasa	Security Guards for Mombasa Campus	6	
	Grand Total Guards		85	

The total cost of the project amount in words inclusive of all applicable taxes and costs quoted for

.....

.....

Signature.....

Email Address.....

Name of authorized representative.....

Company Stamp.....

Telephone/Mobile Number.....

Completion Period.....

The Tenderer shall fill in the Grand Total Contract Sum Inclusive of all relevant applicable taxes and costs. Items for which no rate and/or price is entered by the Tenderer will not be paid for by KeMU when executed and shall be deemed /; covered by the other rates and price.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are required to give the particulars indicated in part 1 and either 2(a), 2(b) or 2(c) whichever applies to your type of business.

A Tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name

/ (Attach copy of certificate of Incorporation or Registration Certificate)

Location of Business

Plot No..... Street/Road..... Postal Address.....

Tel. No Email Address

Nature of Business Current Trade License No.....

Expiry date.....

PIN No..... VAT No.....

Attach copy of pin Certificate and copy of VAT certificate

Maximum value of business you can handle at any one time: Sh. -----

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietors

Your name in full.....

Nationality; (State whether Kenyan or Non Kenyan) -----

Part 2(b) – Partnership:

Give names of partners as follows:

Name	PIN No.	Nationality	Shares
1.
2.
3.

Part 2(c) – Registered Company

Private or Public

Give Details of all Directors as follows:

Name	PIN No.	Nationality	Shares
1.
2.
3.
4.

Signed ----- Date-----

(Authorized signatory of the firm)

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of Procuring
Entity] for: _____ [Name and number
of tender] in response to the request for tenders made by: _____ [Name of
Tenderer] do hereby make the following statements that I certify to be true and complete in
every respect:

I certify, on behalf of _____ [Name of Tenderer]
that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word competitor shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

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

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

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

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

Bidder Official Stamp

FORM SD2

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

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

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

.....
.....
(Title)

.....
.....
(Signature)

.....
.....
(Date)

Bidders Official
Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I.....(person) on behalf of
(Name of the Business/ Company/Firm)declare that I have
read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015,
Regulations and the Code of Ethics for persons participating in Public Procurement and Asset
Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in
Public Procurement and Asset Disposal.

Name of Authorized signatory.....
Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness Name

.....

Sign.....

Date.....

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[name of tenderer]* (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated 20 to provided*[description of insurance 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 a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract

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 of money 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 of financial institution] *[Address]*

[Date].....

(Amend accordingly if provided by Insurance Company)