



NATIONAL HOSPITAL INSURANCE FUND
P.O.BOX 30443 - 00100,
NAIROBI

Phone: 2723255/46
E-mail Add tenders@nhif.or.ke

TENDER NO.NHIF/019/2018-2019

FOR PROVISION OF SECURITY AND GUARDINS SERVICES
(TWO YEARS FRAMEWORK AGREEMENT)

CLOSING DATE: 25TH SEPTEMBER 2018 AT 10.00 A.M

SEPTEMBER, 2018

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RE: FOR THE PROVISION OF SECURITY GUARDING SERVICES

ISSUE OF TENDER DOCUMENT to prospective bidders

This form is to be completed by persons expressing interest on the above tender, this page is to be completed, scanned and a copy e-mailed to tenders@nhif.or.ke for recording and provision of any additional information in case of clarifications and/or addendum.

Firms that do not register their interest in this manner may not be sent the Tender addenda should any arise. But again you are reminded to be visiting our website frequently for updates during the period.

Name of Person: _____

Organization Name: _____

Address: _____

Tel No: _____

SECTION I - INVITATION TO TENDER

TENDER NO NHIF/019/2018-2019 FOR THE PROVISION OF SECURITY GUARDING SERVICES

- 1.1 The Fund invites sealed tenders from eligible candidates for Provision of Security Guarding Services
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **NHIF Building, 7th Floor Room 739, P.O. Box 30443-00100 Nairobi, Ragati Road, and Opp. National Library** during normal office working hours
- 1.3 The Tender document detailing the requirements and submission instructions may be obtained from Procurement Office, NHIF Building, 7th Floor, along Ragati Road, Nairobi upon downloading from the website www.nhif.or.ke or <http://supplier.treasury.go.ke> free of charge. Interested Bidders who download the documents should send their particulars immediately through email tenders@nhif.co.ke for registration purposes. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (150) days from the Tender closing date.
- 1.5 The agreement is for two (2) years from November 2018. A bidder should make most reasonable estimate price valid for the agreement period. Price variations during the agreement period are not encouraged. The only factors that may be considered for price variation include ; change in labour laws that affect wages and salaries and forex adjustments above 10% from contract award date or change in applicable taxes.
- The Fund has indicated the minimum current requirements. Future additions or reductions will be made on unit prices over the two (2) year period depending on business need (hence the framework prices)
- 1.6 This tender requires a bid security of Kshs 1,000,000 for headquarters, complex carpark and contrust house, bid security for every Regional office of ksh 1,000,000
- Performance guarantee of 10% will be required of the value of award every year of

the contract cycle.

1.7 The award will consider tender and vendor responsiveness and compliance to technical requirements in addition to post qualification due diligence on bidder's legal, technical and financial capacity to perform the contract. The firm to be considered for award is the lowest quoted upon satisfying all the other requirements as laid in the tender document.

1.8 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at NHIF Building 7th Floor or be addressed to: The Chief Executive Officer, NHIF P.O. Box 30443 NAIROBI so as to be received on or before **Tuesday, 25th September 2018 at 10.00 a.m**

1.9 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NHIF Building Auditorium 2nd floor on **Tuesday, 25th September 2018 at 10.00 a.m**

MANAGER SUPPLY CHAIN MANAGEMENT

FOR: CHIEF EXECUTIVE OFFICER

NATIONAL HOSPITAL INSURANCE FUND

P.O.BOX 30443-00100

NAIROBI

E-mail Add: tenders@nhif.or.ke

TENDER SUBMISSION CHECK LIST MANDATORY

NO	REQUIRED	YES	NO
1	Certified Copy of Certificate of Registration		
2	Certified Power of Attorney (Except for the sole proprietorship)		
3	Valid Tax compliance certificate		
4	Filled, signed and stamped Confidential Business Questionnaire		
5	Certified Bid Security		
6	Bank Reference letter showing te firm's outstanding loans and the firm's ability to acquire credit (State value) .The letter must be current- in the last two months		
7	A filled, signed and stamped Form of Tender		
8	Schedule of requirements showing unit and total prices		
9	TWO Envelopes bid(Financials separately enclosed)		
10	Correctly filled, stamped and signed Form of Tender		
11	Mandatory Site visits to interested offices being quoted(Certificates of visit will be issued)		
12	Other specifics Mandatory Requirements must be attached/evidenced		

SECTION B- INSTRUCTIONS TO TENDERERS

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SECTION B - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for **Provision of Security and Guarding Services** is open to eligible firms as described in the Invitation to Tender. Successful tenderers shall provide the Services by the intended completion date that will be specified in the tender document/ contract.
- 2.1.2 The Fund employees, committee members, board members and their relative (spouse and children) are not eligible to participate in this tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Fund to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in Public Procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, 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 documents

- 2.3.1 The tender document comprises of the documents listed below:

- 2.3.2 The tender document comprises of the documents listed below:

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify NHIF in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The NHIF will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the NHIF. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The NHIF 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 NHIF, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the NHIF, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the NHIF, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of

the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire
- (e) Declaration form

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the NHIF within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the

appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the NHIF's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be as per Invitation to Tender.
- 2.12.2 The tender security is required to protect the NHIF against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 Any tender not secured in accordance with paragraph 2.12.1, 2.12.2 and 2.12.3 will be rejected by the NHIF as non-responsive, pursuant to paragraph 2.20
- 2.12.4 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 NHIF.
- 2.12.5 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.
- 2.12.6 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the NHIF on the Tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.26
 - (ii) to furnish performance security in accordance with paragraph 2.27.
 - (c) If the tenderer rejects, correction of an error in the tender.

or

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 150 days after date of tender opening prescribed by the NHIF, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the NHIF as non- responsive.

2.13.2 In exceptional circumstances, the NHIF may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the NHIF at the address given in the invitation to tender
- (b) Bear, Tender No. and name of Invitation to Tender and the words
DO NOT OPEN BEFORE, Time; 10.00a.m local time on 25th September 2018

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the NHIF 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 NHIF at the address specified under paragraph 2.15.2 not later than, Time; 10.00a.m local time on 25th September **2018**
- 2.16.2 The NHIF may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the NHIF 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 NHIF as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the NHIF 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 NHIF 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 NHIF 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 NHIF will open all tenders in the presence of tenderers' representatives who choose to attend after Time; 10.00a.m local time on 25th September **2018** and in the location specified in the invitation to tender. The tenderers' representatives who will be present shall sign a register as evidence of 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 NHIF, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The NHIF will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and who will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the NHIF 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 NHIF in the NHIF's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The NHIF 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 total price shall prevail, and the unit 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 NHIF may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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

(a) Operational plan proposed in the tender;

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

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

(a) *Operational Plan.*

The NHIF 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 NHIF's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

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

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the NHIF 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 NHIF in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 The NHIF will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1, as well as such other information as the NHIF deems necessary and appropriate.

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

b) Award Criteria

2.24.3 Subject to paragraph 2.26 the NHIF will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is

determined to be qualified to perform the contract satisfactorily.

2.24.4 The NHIF 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 NHIF's action. If the NHIF determines that none of the tenderers is responsive; the NHIF shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, NHIF will notify the successful tenderer in writing that their 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 NHIF pursuant to clause 2.26. 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 2.27, the NHIF 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 NHIF notifies the successful tenderer that their tender has been accepted, the NHIF 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 NHIF.

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the NHIF, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender

documents, or in another form acceptable to the NHIF.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the NHIF may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The NHIF 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 NHIF 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 shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	<i>Particulars of Appendix to instructions to Tenderers</i>
2.1	The tender is open to qualified firms who can provide the described services under invitation to tender
2.12	Tenders must be accompanied with a Tender Security in the form of Cash Deposit, Bank Guarantee, Insurance Company Guarantee or letter of credit
2.15.2 (b)	The tender shall be closing on 25th September 2018 at 10.00 a.m. local time.
2.14	The Bidders must provide written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.

2.15	The Tender is based on TWO envelopes bid system. The bidder must submit a bid which has SEPARATE technical proposal and financial proposal. Bids must be submitted in TWO copies, I,e one original and one copy.
2.16.1	Time , date and place for bid opening are AS INDICATED UNDER INVITATION TO TENDER. Place: NHIF Building , Auditorium , 3 rd Floor Street: Ragati Road , opp. Kenya National Library Time: Not later than 10.00a.m local time Date: 25th September 2018
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Maanger Supply Chain's office on 7 th Floor Room 739; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the tenderer shall be required to place the tender at the tender box designated area.
2.18.1	Time; 10.00a.m local time on 25 th September 2018
2.20 & 2.22	Bidders are expected to examine all instructions, forms, terms, specifications and other information in the bidding Documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. In addition, the evaluation criteria provided in the special conditions of contract shall be taken into account Technical specifications are included in the document.
2.24	The evaluation will take into account the technical factors and in addition ability bto deliver in a short notice.
2.30	Performance security will be required
2.31	Anti Corruption Affidavit NHIF (Fund) will require a supplier of goods and /or Services to swear an affidavit to the effect that they

	will not have offered or been requested to pay an inducement to members of the Board, Management and /or Staff of the Fund to influence the outcome of the bid.
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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the NHIF 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 NHIF under the Contract.
- d) “The Procuring entity” means NHIF/Fund, the organization sourcing for the services under this Contract.
- e) “The contractor” means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

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

3.5 Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the NHIF the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.5.1 The proceeds of the performance security shall be payable to the NHIF as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.2 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the NHIF and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
- 3.5.3 The performance security will be discharged by the NHIF 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 NHIF or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The NHIF 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 NHIF.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the NHIF 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 NHIF.
- 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 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the NHIF's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made

except by written amendment signed by the parties.

3.9 Service

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

3.10 Termination for Default

The NHIF may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the NHIF.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the NHIF has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.11 Termination of insolvency

The NHIF may at the anytime 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 NHIF.

3.12 Termination for convenience

3.12.1 The NHIF 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 NHIF 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 NHIF may elect to cancel the services and pay to the contractor on agreed amount for partially completed services only. In such a case the NHIF shall not be liable to pay any damages.

3.13 Resolution of disputes

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

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

3.14 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.

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2 Tendering Notes

- 4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform the Fund at once and have the same rectified.
- 4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the Fund in order that the correct meaning may be decided upon before the date for submission of the Tender.
- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.
- 4.2.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the Fund shall not take any responsibility or liability for any loss or misplacement of loose documents.
- 4.2.5 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.
- 4.2.6 The duration of the contract shall be two (2) years subject to good performance of the service provider. The NHIF reserves the right to terminate the contract at any time on the basis of poor performance.

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

Reference of general conditions of contract	Special condition of contract
Performance security	Performance security shall be required of 10%
Prices	Prices charged by the tenderer for goods delivered and services performed under the contract shall not , with the exception of any price adjustments authorized in special condition of contract, vary from the prices by the tenderer in its tender.
Payment	Shall be payable within 30 days from the date of delivery and signing and confirmation of provision of the services. However NHIF may negotiate mutually acceptable payment terms with the successful tenderer
Resolution of disputes	<p>The parties shall request to submit the dispute to arbitration and to concur in the appointment of an arbitrator within thirty (30) days of the notice.</p> <p>The dispute shall be referred to the arbitration of a person to be agreed between the parties, failing to concur in the appointment of an arbitrator, the arbitrator shall be appointed by a competent court of law residing in Kenya as the first step in resolving the dispute.</p>
Language	The language of all correspondences and documents related to the bid is English. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

Applicable law	Shall be the laws of Kenya
Notices	The Chief Executive Officer National Hospital Insurance Fund P.O. Box 30599 NAIROBI.

SCHEDULE OF REQUIREMENTS

REGIONAL/BRANCH OFFICES	NO.OF GUARDS DAY/NIGHT
NAIROBI REGION	
Show pavilion	2 guards
Industrial Area	4 guards
Westland's office	2 guards
Masii	2 guards
Kangundo	2 guards
loitoktok	2 guards
Ruaraka satellite	2 guards
Buruburu satellite	2 guards
Gikomba	2 guards
Eastleigh satellite	4 guards
Ongata Rongai	2 guards
Kangemi satellite	2 guards
Kajiado	2 guards
KNH	2 guard
Machakos Branch	2 guards
Mama Lucy	2 guards
Kitengela	2 guards
Nairobi Region Hq	2 guards
Total	40 Guards

NHIF BUILDING Common Areas,Complex Car Wash & Contrust House	
NHIF Hqs & NBi Branch	14 guards
Basement 5	2 guards
Basement 4	1 guard
Basement 3	1 guard
Basement 2	2 guards
Main reception(ground floor)	2 guards
Rear reception (Eastern)	2 guards
Main Gate	7 guards
Basement barrier entry	2 guards
Basement 1 exit	2 guards
Generator exit barrier	2guards
Basement one	2 guards
1 st floor	2 guards
2 nd floor	1 guard
3 rd floor	2 guards
4 th floor	1guard
5 th floor	1guard
9/10 flr rear	1 guard
15/16 flr rear	1 guard
17 th floor	1 guard
Guard in-charge	2 seniors
	53 guards

New car park	
In charges	1 guards
Main exit/entry	4 guards
Rear entry	1 guard
Carwash	2 guards
5 th ,4 th ,3 rd ,2 nd ,1 st UG,&LG	7 guards
Total=====	15 guards
Contrust House-----	5 guards
Grand total	73 guards
CENTRAL REGION	
Nyeri Area office	2
Nyeri Regional	2
Othaya satellite	2
Muranga	2
Nyahururu	2
Laikipia/Nanyuki	2
Thika Area office	4
Ruiru satellite	2
Kiambu office	4
Samburu /maralal	2

Mwea satellite	2
Olkalou	2
Kirugoya	2
Limuru	4
Karatina	2
TOTAL CENTRAL REGION	<u>36</u>
RIFTVALLEY REGION	
Eldoret Area office	3
Eldoret Regional Office	2
Eldoret MTRH	2
Iten Office	2
Kapsowar satellite	2
Kericho Area office	3
Kabarnet	2
Eldama Ravine satellite	2
Nakuru Area office	3
Narok Satellite	2
Kilgoris satellite	2
Nakuru Show Pavilion	2
Molo Satellite	2
Olenguruoni satellite	2
Naivasha Area Office	2

Bomet Satellite	2
Nandi Hills	2
Kapsabet Satellite	2
Kitale	2
West pokot /Kapenguria	2
Sotik Branch	2
Turkana/ Lodwar	2
GilGil satellite	2
TOTAL	49 GUARDS
WESTERN REGION	
Migori Area office	3
Kisii Area office	3
Nyamira office	2
Mumias Area office	2
Bugoma Satellite	2
Siaya Satellite	2
Busia Satellite	2
Webuye satellite	2
Kisumu Area office	1
Kisumu Regional Office	1
Homa bay satellite	2
Kakamega Area office	2
Vihiga satellite	2

Oyugis Satellite	2
Mbita satellite	2
Total	30
<u>SOUTHERN REGION</u>	NO OF GUARDS
Mombasa regional	2
Mombasa office	3
Malindi office	2
Ukunda office	2
Kilifi office	2
Mtwapa office	2
Lamu office	2
Voi office	2
Hola office	2
Mariakani Office	2
Wote satellite	2
Kibwezi satellite	2
Makindu Satellite	2
Kitui Area office	2
Mutomo satellite	2
Mwingi satellite	2
MSA Show Pavilion	2
TOTAL GUARDS	35 GUARDS
NORTHERN REGION	
Meru Area office	4

Meru Regional Office	2
Tharaka -Chuka Satellite	2
Maua Satellite	2
Isiolo Satellite	2
Embu Area office	2
Mandera satellite	4
Wajir satellite	2
Garisa branch	4
Marsabit satellite	4
Chuka satellite	2
Merti satellite	2
Laisamis satellite	2
North Horr satellite	2
Loiyangalani satellite	2
Sololo satellite	2
Moyale satellite	4
NORTHERN REGION TOTAL	44

FINANCIAL PROPOSAL

REGIONAL/BRANCH OFFICES	NO.OF GUARDS DAY/NIGHT	UNIT COST	TOTAL COST PER MONTH	TOTAL COST PA.
NAIROBI REGION				
Show pavilion	2 guards			
Industrial Area	4 guards			
Westland's office	2 guards			
Masii	2 guards			
Kangundo	2 guards			
loitoktok	2 guards			
Ruaraka satellite	2 guards			
Buruburu satellite	2 guards			
Gikomba	2 guards			
Eastleigh satellite	4 guards			
Ongata Rongai	2 guards			
Kangemi satellite	2 guards			
Kajiado	2 guards			
KNH	2 guard			
Machakos Branch	2 guards			
Mama Lucy	2 guards			
Kitengela	2 guards			
Nairobi Region Hq	2 guards			

Total	40 Guards			
NHIF BUILDING Common Areas,Complex Car Wash & Contrust House				
NHIF Hqs & NBi Branch	14 guards			
Basement 5	2 guards			
Basement 4	1 guard			
Basement 3	1 guard			
Basement 2	2 guards			
Main reception(ground floor)	2 guards			
Rear reception (Eastern)	2 guards			
Main Gate	7 guards			
Basement barrier entry	2 guards			
Basement 1 exit	2guards			
Generator exit barrier	2 guards			
Basement one	2 guards			
1 st floor	1 guard			
2 nd floor	2 guards			
3 rd floor	1guard			
4 th floor	1guard			
5 th floor	1 guard			

9/10 flr rear	1 guard			
15/16 flr rear	1 guard			
17 th floor	2 seniors			
Guard in-charge	53 guards			
New car park	1 guards			
In charges	4 guards			
Main exit/entry	1 guard			
Rear entry	2 guards			
Carwash	7 guards			
5 th ,4 th ,3 rd ,2 nd ,1 st UG,&LG	15 guards			
Total=====	5 guards			
=				
Contrust House-----				
-				
Grand total	73 guards			
CENTRAL REGION				
Nyeri Area office	2			
Nyeri Regional	2			
Othaya satellite	2			
Muranga	2			
Nyahururu	2			

Laikipia/Nanyuki	2			
Thika Area office	4			
Ruiru satellite	2			
Kiambu office	4			
Samburu /maralal	2			
Mwea satellite	2			
Olkalou	2			
Kirugoya	2			
Limuru	4			
Karatina	2			
TOTAL CENTRAL REGION	<u>36</u>			
RIFTVALLEY REGION				
Eldoret Area office	3			
Eldoret Regional Office	2			
Eldoret MTRH	2			
Iten Office	2			
Kapsowar satellite	2			
Kericho Area office	3			
Kabarnet	2			
Eldama Ravine satellite	2			
Nakuru Area office	3			

Narok Satellite	2			
Kilgoris satellite	2			
Nakuru Show Pavilion	2			
Molo Satellite	2			
Olunguruoni satellite	2			
Naivasha Area Office	2			
Bomet Satellite	2			
Nandi Hills	2			
Kapsabet Satellite	2			
Kitale	2			
West pokot /Kapenguria	2			
Sotik Branch	2			
Turkana/ Lodwar	2			
GilGil satellite	2			
TOTAL	49 GUARDS			
WESTERN REGION				
Migori Area office	3			
Kisii Area office	3			
Nyamira office	2			
Mumias Area office	2			
Bugoma Satellite	2			
Siaya Satellite	2			
Busia Satellite	2			

Webuye satellite	2			
Kisumu Area office	1			
Kisumu Regional Office	1			
Homa bay satellite	2			
Kakamega Area office	2			
Vihiga satellite	2			
Oyugis Satellite	2			
Mbita satellite	2			
Total	30			
<u>SOUTHERN REGION</u>	NO OF GUARDS			
Mombasa regional	2			
Mombasa office	3			
Malindi office	2			
Ukunda office	2			
Kilifi office	2			
Mtwapa office	2			
Lamu office	2			
Voi office	2			
Hola office	2			
Mariakani Office	2			
Wote satellite	2			
Kibwezi satellite	2			
Makindu Satellite	2			
Kitui Area office	2			

Mutomo satellite	2			
Mwingi satellite	2			
MSA Show Pavilion	2			
TOTAL GUARDS	35 GUARDS			
NORTHERN REGION				
Meru Area office	4			
Meru Regional Office	2			
Tharaka -Chuka Satellite	2			
Maua Satellite	2			
Isiolo Satellite	2			
Embu Area office	2			
Mandera satellite	4			
Wajir satellite	2			
Garisa branch	4			
Marsabit satellite	4			
Chuka satellite	2			
Merti satellite	2			
Laisamis satellite	2			
North Horr satellite	2			
Loiyangalani satellite	2			
Sololo satellite	2			
Moyale satellite	4			
NORTHERN REGION TOTAL	44			

FINANCIAL PROPOSAL

NO.	DESCRIPTION	NO.OF GUARDS	UNIT PRICE	TOTAL COST
NO.	DESCRIPTION	NO. OF GUARDS	UNIT PRICE	TOTAL COST
CATEGORY A SERVICES	Provision of Security Guarding Services at Headquarters, complex carpark and contrust house Region offices	73		
CATEGORY B SECURITY SERVICES	Provision of Security Guarding Services at Regional Offices Nairobi Region Southern region Northern region Western Region Rift valley Region Central Region	40 36 44 30 49 36		
GRAND TOTALS		307 guards		

Signature of
Tenderer_____

TECHNICAL SPECIFICATION FOR PROVISION OF SECURITY GUARDING SERVICES

CLASS A: NHIF Headquarters, Carpark Complex And Contrust House.

CLASS B: The six Regional Offices (Nairobi Region, Southern region, Northern region, Western Region, Rift valley Region, Central Region)

EVALUATION CRITERIA

Evaluation will be carried out through three stages as follows

Stage 1: Compliance with Preliminary Requirements

Stage 2: Compliance with Mandatory Requirements

Stage 3: The Financial Evaluation

PRELIMINARY VENDOR EVALAUTION CRITERIA (Carries 20 Marks)

NO	Description	Maximum Score	Cut Off Score
	COMPANY PROFILE		
1	MANAGERIAL AND KEY PERSONNEL COMPETENCY PROFILE Qualification of Key Staff and Capacity to Deliver <ul style="list-style-type: none"> • Organization Chart(1mark) • Key staff competency profiles-at least five (5) including CEO (3marks) 	5	3

	The CEO or Chief Operating Officer should have a background in security related studies(Attach current personal certificate of a professional body accompanied with recommendation from the same society)		
2	FINANCIAL RESOURCES Bank reference letter(s) showing the Firm's outstanding loans and the firm's ability to acquire credit (state value). The letter must be current issued in the last two (2) months.....	5	3
3	PHYSICAL FACILITIES Proof of physical Address and Capacity to deliver the service <ul style="list-style-type: none"> • State if owned or leased and attach copy of title or lease documents and latest utility bill....1 mark • Equipment and other resources related to the procurement item Provide list of equipment and other resources related to each procurement (Radio communication equipment, vehicles, Motor Cycles	5	3
4	EXPERIENCE No. of continuous years of service required No. of continuous years of experience in security and safety service provision (0.5 mark for each year of experience up to a maximum of 5 marks) Provide summary list of contracts executed or ongoing indicating number of guards,total amount of the contract,due date.(Attach a recommendation letter from the client addressed to NHIF signed by senior	5	3

	Management)		
TOTAL SCORE		20	15

MANDATORY REQUIREMENTS

A. CLASS A BUILDINGS MADATORY REQUIREMENTS.

SECURITY HUMAN RESOURCE CAPACITY.

The bidding firm should provide evidence of its Human resource capacity which should include the following:

Security Operations team

- Number of technical staff to supervise the contract should include Operation Manager{s} and supervisor{s}. (provide evidence)
- Minimum qualification for the Operations Manager should be at least a Degree in Security management or its equivalent from a recognized institution (attach certificates).
- Operations Manager should have at least 5 years experience in Corporate security. {attach signed CV}
- Supervisor should have at least a Diploma or a certificate in Security related training (provide certificates)
- Supervisor should have at least 7 years' experience in the same capacity gained in a reputable private security organization{attach updated Signed CV}

- The bidding firm should demonstrate continuous professional development for key staff in Security operation. At least twice per year for the last 5 years. {provide evidence}
- The bidding firm should demonstrate that their security guards on duty are checked at least three times per shift. {provide evidence on the frequency of checks/ visits by the supervisors per shift}
- The bidding firm is required to demonstrate that they recruit guards who have at least attained a D Plus in form 4 {should attach at least 4 copies of academic certificates for 4 guards currently in their employment}

TECHNICAL SPECIFICATIONS

The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for

suitability and awarded marks which will contribute to a maximum 80% of the total tender evaluation.

Pass mark is 65/80

Bidders are required to give a detailed response against each service specification and attach relevant information to support response in each criteria.

The response “*UNDERSTOOD AND WILL COMPLY OR TICK*” will be treated as non-responsive.

	scores
<p>The bidder shall provide sufficient serviceable VHF radio equipment and must prove existence of radio network with central command by producing a valid radio frequency license for all assignments. Indicate the number of VHF radio equipment to be provided for each assignment.</p> <p style="text-align: center;">Valid license - 10 marks</p> <p style="text-align: center;">VHF Radios at least 20 for Key business centres-30 marks</p>	10
<p>The bidder shall visit all stations to conduct survey and obtain certification from the Security officer/Branch Manager, Station Manager or Property Officer. The officer/Manager shall certify the</p>	10

<p>survey visits by signing the respective Bidder's Visit Verification Form.</p> <p>Site visit for all listed stations is mandatory</p>	
<p>The bidder to proof existence of a working relationship with Local County Government for Emergency/</p> <p>Fire fighting responses;</p> <p>40 to 47 counties - 20 marks</p> <p>30 to 39 counties - 16 marks</p> <p>20 to 29 counties - 12 marks</p> <p>10 to 19 counties - 8 marks</p> <p>01 to 09 counties - 4 marks</p>	10
<p>The bidder to provide a power point presentation in a Compact Disk (CD) or a flashdisk and a company stamped signed hard PDF copy of the same together with the tender document explaining how the bidder shall undertake security and safety assignments in NHIF. A presentation will be required only from shortlisted during the tender evaluation process..</p>	10
<p>The successful bidder shall provide own Emergency alarm system with five press buttons in all entrance and exits as directed during site visit and shall be required to summon a quick</p>	10

response/backup crew to the client premises within fifteen (10) minutes when an emergency occur.(Attach evidence of such services provided to current customer)	
The successful bidder shall ensure efficient supervision of security guards deployed in all assignments with submission of daily, weekly and monthly reports to the security office. Reports shall be in graphical format on incidences that occurs in NHIF assignments.(Attach evidence of such system and where)	10
The successful bidder shall provide serviceable tools of work, that is, Belly scopes at motor vehicle entrances in specified locations metal detectors, spot light torches, umbrellas, whistles, quality hand gloves at the barriers etc. in all assignments.	10
The bidder shall provide proper full uniform that includes but not limited to; blouses/shirts, trousers, sweaters, boots, belts, lanyard, reflective jackets, rain coats, caps and company staff identification badges.(10
The bidder shall provide guards 10 certificates of training in anti-terrorism, first aid, fire, safety and customer care. (Provide proof of the above training from authorized and professional training organization).	10
The successful bidder shall provide guards terms of engagement including salary structure and leave plan. Attach current salary structure and employment policy. A proof shall be required every month during the monthly meetings.	5
The successful bidder shall be charged with the responsibility of safe guarding and protecting NHIF personnel, tenants, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all non NHIF properties located at NHIF's client's premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required to provide continuous surveillance. While patrolling, check all designated	5

gates, doors and windows and if found unlocked or open, notify the shift supervisor and close and lock gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.(demonstrate)	
TOTAL	100%

The offices include: NHIF Headquarters, Car park, Contrust House

REQUIREMENTS	SCORES
1. Provide a Bid Bond from reputable bank or Insurance company approved by PPRA of Kshs. 1,000,000.00 and should be valid for 120 days beyond the tender validity period;	10
2. Valid NHIF Compliance Certificate	5
3. Valid Tax Compliance Certificate	2.5
4. Must provide Current membership certificate of Kenya Security Industry Association (KSIA) OR Protective Security Industry Association (PSIA)OR Protective and Safety Association of Kenya(PROSAK)	10

NB/certificate to be attached with a recommendation letter from the society with stamp and seal.	
5. Must provide current certified indemnity covers, for both workman's compensation and losses;	5
6. Must provide Certified Copy of Valid Frequency License from Communication Authority of Kenya (CAK);	2.5
7. The firm must have at least 10 years' experience in provision of the services;	5
8. Certified copy of Current license of security operation from municipal council/City/Council;	5
9. Current Certified copy of Trade License by City/County Council	5
10. Proof that they have established network in locations where NHIF has Branch offices. Proof of location by providing office location, physical address, company representative, County Government license and the contact numbers;	5

11. Provide ten original payslips for guarding officer working in the firm, Id number, Tel Number, containing owners signature and one fingerprint and the company stamp; (background check will be carried out)	5
12. Site visit Certificate issued by designated official;	10
13. A duly Completed and signed Tender Security Declaration Form;	5
14. Dully completed and signed form of tender;	5
15. Dully completed and signed Confidential Business Questionnaire;	5
16. The document MUST be serialized (All pages).	5
17. A Recommendations letter addressed to Nhif from current contracts indicating, contract expiry dates, contract amount and number of guards.	10
TOTAL MARKS	100%

The bidders who fail to meet ALL the above mandatory requirements will automatically be disqualified. Bid Bond for Class A and B is 1 Million each

MADATORY PASS 80 MARKS.

STATUTORY REQUIREMENTS

Bidders should also provide the following: -

1. Company VAT Certificate
2. Company PIN Certificate
3. Certified Certificate of incorporation/Registration
4. Certified Audited accounts for the last three years.
5. Company profile including directors C.V's and certificate of good conduct. The management setup with senior managers C.V's clearly indicting the company's running process.
6. Provide physical address, valid postal address, and telephone numbers (office landlines).
7. Valid NSSF compliance certificate.

Note: Providing false information will lead to disqualification. The bidders who will **NOT MEET ALL THE ABOVE** mandatory requirements will automatically be disqualified.

CLASS B: MANDATORY REQUIREMENTS-REGIONAL OFFICES, BRANCH AND SATELITE OFFICES

Bidders must meet the following requirements

REQUIREMENTS	SCORES
1. Provide a Bid Bond from reputable bank or Insurance company approved by PPOA of Kshs. 1,000,000.00 and should be valid for 90 days beyond the tender validity period;	10
2. Valid NHIF Compliance Certificate	5
3. Valid Tax Compliance Certificate	5

4. Must provide Current membership certificate of Kenya Security Industry Association (KSIA) OR Protective Security Industry Association (PSIA); Protective and Safety Association of Kenya(PROSAK) NB/certificate to be attached with a recommendation letter from the society with stamp and seal.	10
5. Current license of security operation from municipal council/City/Council;	5
6. Provide indemnity covers for both workman's compensation and losses;	5
7. Must be registered with Kenya Security Association or Protective Security Industry;	
8. Site Visit Certificate	20
9. Provide Certificate of Registration-Must not be less than ten years since registration;	5
10. Provide two original payslips for guarding officer working in the firm containing owners signature and one fingerprint and the company stamp; and	5
11. A duly Completed and signed Tender Security Declaration Form;	5
12. Dully completed and Signed form of tender;	5
13. Dully completed and signed Confidential Business Questionnaire; and	5
14. The document MUST be serialized (All pages).	5
15. A Recommendations letter addressed to Nhif	10

from current contracts indicating, contract expiry dates, contract amount and number of guards.	
TOTAL	100%

STATUTORY REQUIREMENTS

Bidders should also provide the following: -

1. Company VAT Certificate;
2. Company PIN Certificate;
3. Certified Certificate of incorporation/Registration;
4. Audited accounts for the last three years;
5. Company profile including directors C.V's and certificate of good conduct. The management setup with senior managers C.V's clearly indicting the company's running process;
6. Provide physical address, valid postal address, and telephone numbers (office landlines) and
7. Valid NSSF compliance certificate.

Note: Providing false information will lead to disqualification. The bidders who will **NOT MEET ALL THE ABOVE** mandatory requirements will automatically be disqualified.

Copies of Certificates of Good conduct will be verified during physical evaluation

The bidders who fail to meet ALL the above mandatory requirements will automatically be disqualified

Specifications for guards

1. Must be of good physic, of sound mind, able to speak, read and write both English and Kiswahili
2. Must have a KCSE GRADE C- academic certificate.
3. Must be 5.8FT, and of sound mind. Must have good eye sight.
4. Must have no criminal record. A Certificate of good conduct will be required.
5. Must be Kenyan Citizen.
6. Guards must be trained on fire evacuation and first aid.
7. Should be of high integrity and good moral standards
8. Must have been trained on Antiterrorism and disaster evacuation
9. Among the guards for NHIF Building, Car park and NHIF Offices there must be three senior supervisors for each location one for day and one for night 24/7.

SUMMARY OF FINANCIAL PROPOSAL

NO.	DESCRIPTION	NO.OF GUARDS	UNIT PRICE	TOTAL COST
NO.	DESCRIPTION	NO. OF GUARDS	UNIT PRICE	TOTAL COST
1	Provision of Security Guarding Services at Headquarters,complex carpark and construst house	73		
2	Provision of Security Guarding Services at Regional Offices			
	Nairobi Region			
	Southern region	40		
	Northern region	36		
	Western Region	44		
	Rift valley Region	30		
	Central Region	49		
		36		

Note: Copies of Certificates of Good conduct will be verified during physical evaluation

Tenders which do not satisfy any of the above requirements (clause 4.4.1 & 4.4.2) shall be rejected.

STAGE THREE

Comparison of Bidder's Financial proposals

RECOMMENDATION

Note: The bidder with the lowest evaluated price will be recommended for award

PRICE SCHEDULE

ITEM DESCRIPTION	TOTAL COST PER MONTH	TOTAL COST FOR ONE YEAR INCLUSIVE OF TAXES KSHS.	TOTAL COST FOR TWO YEARS INCLUSIVE OF TAXES KSHS.	REMARKS
PROVISION OF GUARDING SERVICES CLASS A BUILDINGS				
PROVISION OF GUARDING SERVICES CLASS B OFFICES				

Signature of tenderer _____

Official Rubber Stamp _____

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

SECTION VII - STANDARD FORMS

Notes on standard forms

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

FORM OF TENDER

To:

Date: _____

The Chief Executive Officer
National Hospital Insurance Fund
P.O. Box 30599-00100
NAIROBI.

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Garbage Collection under this tender in conformity with the said Tender document for the sum of **Kshs.**
.....**words**
.....**figures**[Total Tender amount in words and figures] Inclusive of **applicable 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 tea serving Services in accordance with the conditions of the tender.
3. If our Tender is accepted, we will obtain the performance guarantee in a sum equivalent to **one** (1%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by NHIF.
4. We agree to abide by this Tender for a period of **120** [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 2018

.....
[Signature]

.....
[In the capacity of]

Duly authorized to sign tender for and on behalf of.....

CONTRACT FORM

THIS AGREEMENT made the ____day of ____20____between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called “the Procuring entity”) of the one part and [Name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the Procuring entity invited tenders for certain services. Viz..... [brief description of the services] and has accepted a tender by the tenderer for the supply of those services in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) The Schedule of Requirements;
 - (c) The description of services / scope of services;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and;
 - (f) The NHIF’s Notification of Award.
3. In consideration of the payments to be made by the NHIF to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the NHIF to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The NHIF hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)
in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

PART 1

Business Name

Location of business premises

Plot No. Road/Street

Postal AddressTel. No.

E-mail Address. Fax No PIN No.

NHIF Registration Code No. No. of Staff Registered

Registration Certificate No.(Please attach a copy).

Current Trade License No. VAT No.

Nature of business

Volume (maximum value) of business which you can handle at any one time.....

Name of your bankers:

Branch (Please attach a letter from your banker to the effect). Account No:.....

Payments will be done through Electronic Funds Transfer (EFT)

Do you have subsidiary companies? If yes,

Name

Percentage shares:

Give names of four referees, reputable organizations you have been dealing with:

1. 2.

3. 4.

PART II A: Sole Proprietor

Full Name

Nationality

Country of Origin

PART II B: Partnership

Give details of partners as follows:

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>SHARES</u>
1.
2.
3.
4.

PART II C: Registered Company

Public or Private:

State the Authorized and paid up share capital of the company:

Authorized Ksh

Issued and fully paid Ksh

DETAILS OF DIRECTORS

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>AGE</u>	<u>GENDER</u>	<u>SHARES</u>
1.
2.
3.
4.

2D. The following documents **MUST** be attached when returning this form.

- i) Copy of Certificates of Incorporation or Registration Certificate
- ii) Copies of the latest Audited Accounts (Not applicable to special group)
- iii) Details of change of Directors/Partners
- iv) Attach CR 12 where applicable
- v) Tax Compliance Certificate

Name Date Signature

Rubber Stamp..... Date

Tick (✓) where appropriate

WOMEN	
YOUTH	
PWD	
MAINSTREAM	

NOTE:

1. The Fund shall disqualify a candidate who submits a document containing false information for purposes of qualification; such a candidate shall be blacklisted from the Fund's list of suppliers.
2. The Fund may disqualify a candidate if it finds at any time that the information submitted concerning the qualifications of the candidate was materially inaccurate or materially incomplete.
3. All incomplete questionnaires shall be disqualified.
4. All spaces must be filled.

TENDER SECURING DECLARATION FORM

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: National Hospital Insurance Fund

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *12 months* starting on the proposed commencement date of the contract, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose Name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete*

Name of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PERFORMANCE SECURITY FORM

To:(Name of Employer)

..... (Date)

WHEREAS.....[name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No.[reference number of the contract] dated20.....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]

DECLARATION FORM

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
.....
..... (Name of the Company) who is a Bidder in respect of **Tender No.**
..... To supply goods, render services and/or carry out works for National Social
Security
Fund and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement
proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been
requested to pay any inducement to any member of the Board, Management, Staff and/or
employees and/or agents of National Hospital Insurance Fund, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to
any member of the Board, Management, Staff and/or employees and/or agents of National
Hospital Insurance Fund.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and
belief.

.....
(Title)

.....
(Signature)

.....
(Date)

LETTER OF NOTIFICATION OF AWARD

Address of procuring entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

