



# KenGen

**KENYA ELECTRICITY GENERATING COMPANY  
LIMITED**

**KGN-SEC-03-2018**

**PREQUALIFICATION OF SUPPLIERS FOR THE  
PROVISION OF SECURITY SERVICES**

**2018 – 2020**

***FOR CATEGORY B***

*(Ngong Power Station ,Kipevu Power Station, Lamu Power Station , Garissa Power Station , Masinga Power Station,Matendeni Quarters ,Kiambere Power Station, Kindaruma Power Station, Kamburu Power Station, Gitaru Power Station, Sagana falls Power Station,Tana Power Station,Turkwel Power Station,Kitale office, Wanji –Mesco-Mathioya dam, Ndula Power Station, Sondu Power Station, Sosiani Power Station, Muhoroni Power Station, Gogo Power Station, Sang’oro Power Station,Olkaria Power Stations, Olkaria Housing& Geothermal Plaza,Eburru Power Station, WIND SITES: South Kinangop,Malindi, Bubisha, Isiolo (Kiremu), Isiolo (Mwiremalu), Isiolo (Mugae)Magadi and Lamu.)*

**Kenya Electricity Generating Company Limited  
Stima Plaza, Kolobot Road, Parklands  
P.O. Box 47936-00100  
Website; [www.kengen.co.ke](http://www.kengen.co.ke)  
NAIROBI.**

**FEBRUARY, 2018**

*Tender for Provision of Security services*

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## **SECTION I: INVITATION TO TENDER**

The Kenya Electricity Company Ltd ('the Company') invites eligible service providers for the Provision of Security Services for two (2) years whose specifications are detailed in this tender documents. Interested and eligible candidates may obtain further information from, and inspect the tender documents at the office of:

Supply Chain Manager,  
Tel: (254) (020) 3666000  
Fax: (254) (020) 3666200  
Email: [vmamboleo@kengen.co.ke](mailto:vmamboleo@kengen.co.ke); [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke)  
C.c: [tmbarak@kengen.co.ke](mailto:tmbarak@kengen.co.ke); [stheuri@kengen.co.ke](mailto:stheuri@kengen.co.ke)

A complete set of Tender Documents may be obtained by interested candidates upon payment of a non-refundable fee of **Ksh. 1,000.00** (one thousand Kenya shillings). Tender document can also be viewed and downloaded from KenGen website [www.kengen.co.ke](http://www.kengen.co.ke) . Downloaded copies are free. Bidders who download the tender document from the website must forward their company details to [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) to facilitate any subsequent information through clarification /addenda.

**One Original** and **one copy** of the pre-qualification bid document correctly labeled appropriately in a sealed envelope labelled with the tender name and reference numbers and be delivered to:

**Company Secretary & Legal Affairs Director  
Kenya Electricity Generating Company Limited,  
10<sup>th</sup> Floor, KenGen Pension Plaza 2,  
Kolobot Road, Parklands,  
P.O. Box 47936, 00100**

On or before: **29<sup>th</sup> March 2018 at 10.00am (East African Time)**

The bids will be opened on **29<sup>th</sup> March 2018 at 10.30am** in the presence of the firms' representatives who choose to attend at Stima Plaza Phase III, Executive Committee Room, 7th Floor or at an alternative location to be communicated by the Company Secretary & Legal Affairs Director's office.

**KenGen Adheres to high standards of integrity in its business operations. Report any unethical behaviour immediately. KenGen Call Tip-offs Anonymous system:**

**Toll Free call: 0800722626  
Free Fax: 00800 007788  
Email: [kengen@tip-offs.com](mailto:kengen@tip-offs.com)  
Visit our web: [www.tip-offs.com](http://www.tip-offs.com)**

**SUPPLY CHAIN DIRECTOR**

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1. This Invitation to the Prequalification is open to all tenderers eligible as described in the instructions to tenderers. Successful Prequalified firms shall be invited to provide their bids as shall be specified in the tender document.
- 2.1.2. KenGen's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 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 KenGen to provide consulting services for security services.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.5. The tenderer shall prepare original and two (2) copies of the bid proposals to be placed in a plain sealed separate envelope clearly marked and bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE."

### **2.2. Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its Prequalification, and KenGen, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 There shall be no price charged for the Prequalification document.
- 2.2.3 KenGen shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3. Contents of the PREQUALIFICATION documents**

- 2.3.1. The Prequalification document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
  - i) Invitation to tenderers
  - ii) Instructions to tenderers.
  - iii) Appendix to Instructions to tenderers.
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and

specifications in the Prequalification document. Failure to furnish all information required in the Prequalification document or to submit a document not substantially responsive to the Prequalification document in every respect will be at the tenderers risk and may result in the rejection of its application for Prequalification.

#### **2.4. Clarification of the prequalification Documents**

2.4.1. A prospective candidate making inquiries of the Prequalification document may notify KenGen in writing or email at the entity's address indicated in the Invitation for Prequalification. KenGen will respond in writing to any request for clarification of the Prequalification document which it receives no later than seven (7) days prior to the deadline for the submission of Prequalification, prescribed by KenGen. Written copies of the KenGen 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 Prequalification document"

2.4.2. KenGen 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 Prequalification.

#### **2.5. Amendment of the prequalification Document**

2.5.1. At any time prior to the deadline for submission of the Prequalification, KenGen, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the Prequalification document by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the Prequalification documents will be notified of the amendment 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 Prequalification, KenGen, at its discretion, may extend the deadline for the submission of the Prequalification.

#### **2.6. Language of the Prequalification**

2.6.1. The Prequalification prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KenGen, 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 Prequalification**

The Prequalification prepared by the tenderer shall comprise the following components: (a) Documentary evidence established in accordance with Clause 2.8 that the tenderer is eligible to tender and is qualified to perform the contract if its Prequalification is accepted;

## **2.8. Tenderers Eligibility and Qualifications.**

- 2.8.1 Pursuant to Clause 2.7 the tenderer shall furnish, as part of its prequalification, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its Prequalification is accepted.
- 2.8.2 The documentary evidence of the tenderers qualifications to perform the contract if its Prequalification is accepted shall establish to KenGen's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.9. Validity of the Prequalification.**

- 2.9.1 The Prequalification shall remain valid for 120 days or as specified in the invitation to Prequalification after date of Prequalification opening prescribed by KenGen. A Prequalification valid for a shorter period shall be rejected by KenGen as non-responsive.
- 2.9.2 In exceptional circumstances, KenGen 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.

## **2.10. Format and Signing of the Prequalification**

- 2.10.1 The tenderer shall prepare one "ORIGINAL PREQUALIFICATION DOCUMENT AND ONE COPY".
- 2.10.2 The original Prequalification 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 Prequalification, except for unamend printed literature, shall be initiated by the person or persons signing the tender.
- 2.10.3 The Prequalification shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initiated by the person or persons signing the Prequalification.

## **2.11. Sealing and Marking of the Prequalification**

- 2.11.1 The tenderer shall seal the original Pre-qualification in an envelope, duly marking the envelope as "ORIGINAL & COPY". And shall:
- (a) Be addressed to KenGen at the address given in the invitation to tender
  - (b) Bear, Prequalification number and name in the invitation to Prequalification and the words: "**DO NOT OPEN BEFORE 29<sup>th</sup> March 2018 at 10.00am**"
- 2.11.2 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.11.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, KenGen will assume no responsibility for the tender's misplacement or premature opening.

## **2.12. Deadline for Submission of the Prequalification**

2.12.1 The Prequalification's must be received by KenGen at the address specified under paragraph

2.15.1 Not later than **29<sup>th</sup> March 2018 at 10.00am**

2.12.2 KenGen may, at its discretion, extend this deadline for the submission of prequalification by amending the prequalification document, in which case all rights and obligations of KenGen and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12.3 Bulky Prequalification which will not fit in the tender box shall be received by KenGen at the Company Secretary and Legal Affairs Director's Officer's Office.

## **2.13. Modification and withdrawal of the Prequalification.**

2.13.1 The tenderer may modify or withdraw its Prequalification after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the Prequalification's is received by KenGen prior to the deadline prescribed for the submission of the Prequalification.

2.13.2 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 email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.13.3 No Prequalification may be modified after the deadline for submission of the Prequalification submission

2.13.4 No Prequalification may be withdrawn in the interval between the deadline for submission of the Prequalification and the expiration of the period of the Prequalification validity.

2.13.5 KenGen may at any time terminate procurement proceedings and shall not be liable to any person for the termination.

2.13.6 KenGen 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.

## **2.14. Opening of the Prequalification**

2.14.1 KenGen will open all Prequalification documents in the presence of tenderers representatives who choose to attend, on **29<sup>th</sup> March 2018 at 10.30am** and in the location specified in the invitation to the Prequalification. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.14.2 The tenderers' names, prequalification modifications or withdrawals and their space geographical presence and such other details as KenGen, at its discretion, may consider appropriate, will be announced at the opening.

2.14.3 KenGen will prepare minutes of the Prequalification opening.

**2.15. Clarification of the Prequalification**

2.15.1 To assist in the examination, evaluation and comparison of the Prequalification, KenGen may at its discretion, ask the tenderer for a clarification of its Prequalification. The request for clarification and the response shall be in writing.

2.15.2 Any effort by the tenderer to influence KenGen in KenGen's Prequalification evaluation, Prequalification comparison and decisions may result in the rejection of the tenderers Prequalification.

**2.16. Preliminary Examination and Responsiveness**

2.16.1 KenGen will examine the Prequalification to determine whether they are complete, whether the documents have been properly signed, and whether the Prequalification are generally in order.

2.16.2 KenGen may waive any minor informality or nonconformity or irregularity in the Prequalification which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.16.3 Prior to the detailed evaluation, KenGen will determine the substantial responsiveness of each Prequalification to the Prequalification document. For purposes of these paragraphs, a substantially responsive Prequalification is one which conforms to all the terms and conditions of the Prequalification document. KenGen's determination of a tender's responsiveness is to be based on the contents of the Prequalification itself without recourse to extrinsic evidence.

2.16.4 If a Prequalification is not substantially responsive, it will be rejected by KenGen and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

**2.17. Evaluation and Comparison of the Prequalification's.**

2.17.1 KenGen will evaluate and compare the Prequalification's which have been determined to be substantially responsive, pursuant to paragraph 2.16

2.17.2 To qualify for selection to security service provider for KenGen, 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.

**2.18. Award of the Prequalification**

- 2.18.1 KenGen will determine to its satisfaction whether the tenderers that are selected as having submitted the best evaluated responsive prequalification's are qualified to be invited to tender for provision of Security Services.
- 2.18.2 The determination will take into account the tenderer's technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as KenGen deems necessary and appropriate.
- 2.18.3 An affirmative determination will be a prerequisite for the selection of the tenderers to tender. A negative determination will result in rejection of the Tenderer's Prequalification.
- 2.18.4 KenGen reserves the right to accept or reject any Prequalification and to annul the process and reject all Prequalification's at any time prior to the Prequalification/selection of the tenderers, 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 KenGen's action. If KenGen determines that none of the tenderers is responsive; KenGen shall notify each tenderer who submitted a tender.
- 2.18.5 A tenderer who gives false information in the Prequalification document about its qualification shall be considered for debarment from participating in future public procurement.

**2.19. Notification of Selection**

- 2.19.1 Prior to the expiration of the period of tender validity, KenGen will notify the successful tenderer in writing that its Prequalification has been accepted.
- 2.19.2 The notification will signify the preparation and transmission of the RFP document to the selected tenderers. Simultaneously the other tenderers shall be notified that their Prequalification's have not been successful.

**2.20. Corrupt or Fraudulent Practices**

- 2.20.1 KenGen 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.
- 2.20.2 KenGen will reject a Prequalification if it determines that the tenderer recommended for selection has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.20.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices

risks being debarred from participating in Public Procurement in KenGen.

## **2.21. Community Social Responsibility**

**2.21.1 It is advisable that the Contractor put into consideration the Social Economic environment of the area he is bidding for.**

## **SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS**

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

### **(a) THE SCOPE OF THE SERVICES**

The scope of this project shall be provision of security services to KenGen premises as tabulated below. The services include human guarding, guard supervisors, Alarm response, dog and dog handlers and clocking system.

The services shall be provided in line with the stipulated service requirement.

<b>Station</b>	<b>Type of Service</b>	<b>Quantity</b>
Olkaria 4	Day Guards	40
	Night Guards	64
Olkaria 2	Day Guards	50
	Night Guards	75
Olkaria 1 AU	Day Guards	11
	Night Guards	18
Olkaria 1 Old Power Station	Day Guards	58
	Night Guards	75
Geothermal Plaza and Housing	Day Guards	25
	Night Guards	30
	Dog handlers	4
Eburru	Day Guards	5
	Night Guards	9
<b>Supervisors</b> (for the proposed 3 Zones)	Day	3
	Night	3
<b>TOTALS</b>		<b>470</b>
Kindaruma Power Station	Day guards	12
	Night guards	13
	Supervisor	1
	Dogs & dog handler	3
	Rapid Response Alarm	0
Masinga Power Station	Day guards	11
	Night guards	12
	Supervisor	1
	Dogs & dog handler	3
	Rapid Response Alarm	0
Matendeni Quarters	Day guards	11
	Night guards	13

Station	Type of Service	Quantity
	Supervisor	1
	Dogs & dog handler	3
	Rapid Response Alarm	0
Kiambere Power Station	Day guards	19
	Night guards	24
	Supervisor	1
	Dogs & dog handler	3
	Rapid Response Alarm	0
	Day	9
Kamburu	Night	10
	Supervisor	1
	Dog handlers	3
Forest Patrol	Day guards	10
	Night guards	10
	Supervisor	1
	Dogs & dog handler	0
Wanjii, Mesco, Mathioya Dam	Day guards	8
	Night guards	17
	Supervisor	1
	Dogs & dog handler	3
	Rapid Response Alarm	0
Ndula Power Station	Day guards	3
	Night guards	5
	Supervisor	1
	Dogs & dog handler	2
	Rapid Response Alarm	0
Gitaru Power Station	Day guards	12
	Night guards	12
	Supervisor	1
	Dogs & dog handler	3
Sagana Falls Power Station	Day guards	3
	Night guards	3
	Supervisor	0
	Dogs & dog handler	3
	Rapid Response Alarm	0
Tana Power Station	Day guards	11
	Night guards	13
	Supervisor	1
	Dogs & dog handler	3
	Rapid Response Alarm	0
<b>TOTALS</b>		<b>280</b>
Mugae (Isiolo) Wind Site	Day guards	1
	Night guards	1
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
Kiremu Wind Site	Day guards	1
	Night guards	1

Station	Type of Service	Quantity
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
Malindi (Fundisha) Wind Site	Day guards	1
	Night guards	1
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
Bubisha 1 & 2 Wind site	Day guards	2
	Night guards	2
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
	Day guards	1
South Kinangop Wind Site	Night guards	1
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
Lamu Wind Site	Day guards	1
	Night guards	1
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
12.Mwiremalu (Isiolo) Wind Site	Day guards	1
	Night guards	1
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
13.Magadi Wind Site	Day guards	1
	Night guards	1
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
<b>TOTALS</b>		<b>26</b>
Turkwel Power Station	Day guards	19
	Night guards	24
	Supervisor	2
	Dogs & dog handler	0
	Rapid Response Alarm	0
Sondu Power Station	Day guards	21
	Night guards	21
	Supervisor	2
	Dogs & dog handler	5
	Rapid Response Alarm	0
Sosiani Power Station	Day guards	2
	Night guards	3
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0

<b>Station</b>	<b>Type of Service</b>	<b>Quantity</b>
Muhoroni Power Station	Day guards	1
	Night guards	1
	Supervisor	0
	Dogs & dog handler	1
	Rapid Response Alarm	0
Gogo Power Station	Day guards	2
	Night guards	3
	Supervisor	1
	Dogs & dog handler	0
	Rapid Response Alarm	0
Sangoro (Sonde)	Day guards	5
	Night guards	4
	Supervisor	1
	Dogs & dog handler	2
	Rapid Response Alarm	0
Kitale Office	Day guards	1
	Night guards	1
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
<b>Totals</b>		<b>122</b>
Ngong Power station 1&2	Day guards	2
	Night guards	4
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
<b>Totals</b>		<b>6</b>
Kipevu	Day guards	18
	Night guards	20
	Supervisor	2
	Dogs & dog handler	3
	Rapid Response Alarm	0
<b>Totals</b>		<b>43</b>
Lamu/Mokowe	Day guards	3
	Night guards	3
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	0
<b>Totals</b>		<b>6</b>
Garissa Power Stations	Day guards	2
	Night guards	2
	Supervisor	0
	Dogs & dog handler	0
	Rapid Response Alarm	
<b>Totals</b>		<b>4</b>

**Note:** The quantity may vary from time to time due to business changes or expansion

**The Service requirement projected for the above scope of services will entail the following:**

- (a) All assignment areas should be manned by required personnel at all times.
- (b) All guards should be in well groomed, in full uniform and presentable while on assignment.
- (c) Guards must report on duty 15 minutes before change over time.
- (d) All vehicles entering and exiting Company premises should have the occupants / items checked and logged in the register before authority to proceed is granted. All company equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.
- (e) Guards must be literate and able to communicate and express themselves verbally and in writing in the national language.
- (f) Guards should exhibit courtesy, respect and customer care while undertaking their duties.
- (g) Guards should be familiar with operating of radios, alarm systems, access control systems and Close Circuit Televisions systems.
- (h) Provide trained security dogs and dog handlers where required.
- (i) Provide effective radio communication HF & VHF with an established base station and or suitable electronic communication, deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses.
- (j) Provision of alarm system for rapid response.
- (k) Attend fire emergency situation/fire prevention, detection and control.
- (l) Have back-up systems in cases of emergencies.
- (m) Identify and mitigate threats such as attacks, thefts and bombs.
- (n) Assist in First Aid and evacuation drills.
- (o) The guards should be able to conduct crowd control.
- (p) The guards should be able to summon police, fire brigade and ambulances in cases of emergencies.
- (q) All persons employed and deployed to KenGen must be medically fit to undertake their duties. Relevant Medical Certificates to be produced upon request.
- (r) All persons employed and deployed to KenGen should be of legal age and have Certificates of Good Conduct.
- (s) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures that KenGen will spell out and KenGen shall make periodical check/visits.
- (t) All guard dogs will be required to be medically examined and medical certificates supplied. The quality of breeds of such dogs must be indicated and certified by a veterinary doctor.

- (u) The Security Company shall be expected to comply with Environmental Management Coordination Act (EMCA) and Occupational Health & Safety Act (OHSA) and other statutory requirements relevant to security services.
- (v) The Security Company shall be expected to comply with Employment and other labour statutes. KenGen shall **withhold** payment of a pending invoices until after the serving or outgoing company has cleared with the guards salary and has no pending claims.
- (w) The Security Company will conduct regular reviews as prescribed in the Performance Assessment Form of the service.
- (x) The guards are prohibited from operating any type of equipment, driving of company or staff vehicles within their reach.
- (y) There will be no extra charges for Saturdays, Sundays and Public Holidays.
- (z) Guards are prohibited from sleeping, smoking, lighting borne fires, or chatting during working hours.
- (aa) Guards must not tamper with any apparatus, switches, meters and accessories.
- (bb) Guards posted in high operation sites **must** use protective gears. Safety precautions must be adhered to within the power station and the dam areas.
- (cc)** Guards must have the ability to operate and monitor CCTV for the purpose of prevention and detection of a security breach.

**a) MANDATORY REQUIREMENTS:**

	<b>Description Of Criteria</b>	<b>Requirement</b>
<b>1.1</b>	Certificate of registration	Certificate of registration/incorporation
<b>1.2</b>	Valid business permit	2018 business permit
<b>1.3</b>	Valid Tax Compliance Certificate	2017 Tax Compliance Certificate
<b>1.4</b>	Certificate Compliance with NSSF requirements	Certified copy of <b>latest</b> Certificate of compliance from NSSF with provision of sections 36 of the NSSF Act Cap 258 Laws of Kenya
<b>1.5</b>	Good labour practice letters showing no record of default in payment of guards salaries in KenGen operation areas.	Good labour practice Letter from Ministry of Labour, Sub-County offices in areas where KenGen installations are located clearly indicating that no adverse record has been made, regarding payment of guards salaries and other employer labour obligations in the last three years. <i>(Bidders who have not dealt with KenGen in the last three years should present similar letters from sub-counties where their clients are based)</i>



		Good labour practice Letter from KenGen Operation Managers in areas where security services have been rendered clearly indicating that no adverse record and complaint has been made regarding payment of guards salaries in the last three years. <i>(Bidders who have not dealt with KenGen in the last three years should present similar letters from their clients)</i>
1.6	Certificate Compliance with NHIF requirements	Certified Copy of the <b>latest</b> Certificate of Compliance from NHIF with provision of the NHIF Act no 9 of 1998
1.7	Confidential Business Questionnaire.	Duly Filled, signed and stamped confidential Business Questionnaire <b>as provided below.</b>
1.8	Valid Frequency License (Not payment Receipts) from Communication Authority of Kenya (CAK), this will be verified with CAK.	Copy of <b>a valid</b> CAK Frequency license
1.9	Minimum company annual turn-over KSH 300 million & above for the last two years	Certified copies of Audited accounts for the last two years 2014-2015 and 2015-2016 <b>(To be verified by KRA)</b>

**Bidders who will not be responsive to the mandatory requirements will be disqualified.**

**b) TECHNICAL EVALUATION CRITERIA:**

**2.1 TECHNICAL REQUIREMENTS**

	Description of Criteria	Requirement
2.1.	Number of years that the firm has been providing security services. At least 3 years and above	Certificate of Incorporation/Registration in Kenya Company Profile
2.2.	ISO 9001 Certification	Valid and Certified ISO 9001 Certificate
2.3.	Submission of monthly payments	Three Monthly payment receipt

	Description of Criteria	Requirement
	receipts for NSSF & NHIF for the months of October, November & December 2017.	(to be verified with NSSF & NHIF) for October to Dec 2017
2.4.	Evidence of a guard force of not less than 1000 guards	Attach copies of master payroll containing names , NSSF & NHIF monthly submission as per the submitted payroll for December 2017
2.5.	Evidence of not less than 25 (twenty five) serviceable vehicles with copy of current insurance certificate for each vehicle.	Copies of log books in business name of the bidder accompanied by a copy of valid motor vehicle insurance certificate for each vehicle.
2.6.	Evidence of operating in not less than five counties of all the counties where KenGen premises are located.	Bidder must clearly define the permanent address and location to the premise supported by lease agreement with landlords.
2.7.	Evidence of five current guarding contracts of guard provision to a company or organization, with each contract of not less than two million shillings per months with confirmation letters from the clients.	Copies of Signed contracts and referee Letters from the 5 clients to be provided.
2.8.	Proof of Contractual Liability Cover with a minimum limit per event of Ksh 10 million	Copy of certified Policy
2.9.	Proof of Valid Work Injury Benefit Policy of group Personal Accident – Contractual Liability Cover with a minimum liability of Kshs 5,000,000/- per event and Kshs 5,000,000/- per year.	Certified Copy of Policy
2.10.	Organization of the bid documents – document must be properly organized and paginated from the first to the last page of the bid document, including the pages already paginated by KenGen.	Physical bid document Table of content <i>(Bids careless bound with no pages will be rejected )</i>
2.11.	Ownership of at least 100 dogs	Copies of Valid Vaccination Certificates from a registered and licensed Vet.

**To be prequalified, bidders must meet ALL the above requirements in the technical specifications.**

**c) Appendices:**

- (i) Mandatory Confidential Business Questionnaire – **Appendix I.**
- (ii) Tender Submission Form – **Appendix II.**

**Appendix I: MANDATORY BUSINESS**  
**QUESTIONNAIRE**  
**MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

*(Must be filled by all applicants or Tenderers' who choose to participate in this tender)*

Name of Applicant(s).....

**You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.**

***Part 1 – General***

Business Name:.....Certificate of Incorporation /  
 Registration No. ....Location of business premises:  
 Country .....Physical address .....  
 Town .....Building.....  
 Floor.....Plot No. ....  
 Street / Road .....Postal Address .....  
 Postal / Country Code.....Telephone No's.....  
 Fax No's. ....E-mail address .....  
 Website .....  
 Contact Person (*Full Names*) ..... Direct / Mobile No's.....  
 Title ..... Power of Attorney (**Yes / No**)  
 If **yes**, attach written document.  
 Nature of Business (*Indicate whether manufacturer, distributor, etc*) .....

**(Applicable to Local suppliers only)**

Local Authority Trading License No. .... Expiry Date .....  
 KRA PIN No.....  
 Value of the largest single assignment you have undertaken to date (*USD/KShs*)  
 .....  
 Was this successfully undertaken? **Yes / No** .....(If **Yes**, attach reference)  
 Name (s) of your banker (s)  
 .....  
 Branches ..... Tel. No's. ....

***Part 2 (a) – Sole Proprietor (if applicable)***

Full names .....  
 Nationality..... Country of Origin.....  
 .....  
 Company Profile ..... (*Attach brochures or annual reports in case of public company*)

***Part 2 (b) – Partnerships (if applicable)***

Give details of partners as follows:

**Full Names Nationality Citizenship Details Shares**

1. ....  
 2. ....  
 Company Profile ..... (*Attach brochures*)

**Part 2 (c) – Registered Company (if applicable - as per the CR12 form)**

Private or public .....  
Company Profile ..... (Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company  
Nominal KShs .....  
Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

**Full Names Nationality Citizenship Details Shares**

1.....  
2.....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.

Full ..... Names

Signature .....

Dated this ..... day of ..... 2015.

In ..... the ..... capacity ..... of

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

**Part 2 (e) – Bankruptcy / Insolvency / receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full ..... Names

Signature .....

Dated this ..... day of ..... 2015.

In ..... the ..... capacity ..... of

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

**Part 2 (f) – Criminal Offence**

I/We, (Name (s) of Director (s)):-

a) .....

b) .....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed .....

For and on behalf of M/s

In the capacity of

Dated this ..... day of ..... 2015.

Suppliers' / Company's Official Rubber Stamp

**Part 2 (g) – Conflict of Interest**

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

a) .....

b) .....

For and on behalf of M/s .....  
 In the capacity of .....  
 Dated this ..... day of ..... 2015  
 Suppliers' / Company's Official Rubber Stamp  
 .....

**Part 2 (h) – Interest in the Firm:**

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

(Title) (Signature) (Date)

**Part 2(i) – Experience:**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed.**

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							

**Part 2 (i) - Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give KENGEN authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.  
 Full names

.....  
 Signature.....

For and on behalf of M/s .....  
 In the capacity of .....

Dated this ..... day of ..... 2015.  
 Suppliers' / Company's Official Rubber Stamp

.....

## Appendix II: TENDER SUBMISSION FORM (MANDATORY)

To: Company Secretary, Legal Affairs Director  
Kenya Electricity Generating Company Limited

Stima Plaza, Phase II, Kolobot Road: Parklands  
P.O. box 47936 – 00100, GPO  
NAIROBI, KENYA

FAX: 254-2-248848

**Dear Madam/Sir,**

We, the undersigned, offer to comply with the instructions stated in your Request for Pre-qualification for a period of **120 days** and we hereby submit our Tender Document.

Our Tender is binding to us and if found acceptable we shall be pleased to be included in the list of pre-qualified firms.

We understand you are not bound to accept any tender you receive.

We remain

Yours sincerely,

Authorised Signature: (Rubber Stamp).....

Name and Title of Signatory .....

Name of Tenderer .....

Address: .....