



TENDER FOR THE PROVISION OF SECURITY SERVICES FOR KIPETO WIND FARM

TENDER NO. TD/KIPETO/SECURITY/022022/01



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SECTION I - INVITATION FOR TENDERS

TENDER NO. TD/KIPETO/SECURITY/022022/01

TENDER FOR PROVISION OF SECURITY SERVICES FOR KIPETO WIND FARM PROJECT

- 1.1. Kipeto Energy PLC (KEP) invites sealed tenders from dully registered Security Firms for provision of Security Services for 12 months to be renewed annually at the sole discretion of Kipeto Energy PLC upon satisfactory performance of the supplier and availability of budget
- 1.2. Interested and eligible Security Firms may obtain further information from and inspect the tender documents, Kipeto Energy PLC, The Pavilion, Westlands Lower Kabete Road, Second Floor NAIROBI during normal office working hours.
- 1.3. Prices quoted should be inclusive of all taxes, all duties payable in accordance with the laws and regulation of Kenya and delivery costs must be in Kenya Shillings and shall remain valid for (120) days from tender opening date.
- 1.4. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name, and be delivered to Kipeto Energy PLC, The Pavilion, Westlands Lower Kabete Road, Second Floor NAIROBI to be received on or before the date and time in the tender notice.
- 1.5. Tenders will be opened immediately thereafter in the presence of the Security Firms' representatives who choose to attend at the Boardroom, Kipeto Energy PLC, The Pavilion, Westlands Lower Kabete Road, Second Floor NAIROBI
- 1.6. The tender deadline: before 14:00 hrs February 15, 2022

SECTION II- INSTRUCTIONS TO TENDERER

2 Eligible Tenderers

2.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents. Kipeto Energy PLC employees, committee members, board members and their relatives are not eligible to participate in the tender pursuant to section 33 of the Act 2005.

2.2 Qualifications

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 Kipeto Energy PLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.3 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kipeto Energy PLC will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process, Kipeto Energy PLC shall allow the tenderer to review the tender document free of charge.

2.4 Contents of Tender Document

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

2.5 Clarification of Tender Documents

A Candidate making inquiries of the tender documents may notify Kipeto Energy PLC email address indicated below. Kipeto Energy PLC will respond to any request for clarification of the tender documents, which it receives not later than five (3) days prior to the deadline for the submission of the tenders, prescribed by Kipeto Energy PLC.

Clarification email: **info@kipetoenergy.co.ke**
copying andrew.owuor@kipetoenergy.co.ke

Kipeto Energy PLC shall reply to any clarifications sought by the tenderer within a day of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Tender Documents

At any time prior to the deadline for submission of tenders, Kipeto Energy PLC, 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.

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.

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

2.7 Language of Tenders

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Kipeto Energy PLC, shall be written in English language.

2.8 Documents Comprising the Tender

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

- a) Attachment 1: A Tender Form
- b) Attachment 2: Price Schedule
- c) Attachment 3: Operation plan
- d) Attachment 4: Equipment capacity
- e) Attachment 5: Personnel capacity
- f) Attachment 6: Bidder's information sheet
- g) Attachment 7: Financial situation
- h) Attachment 8: General experience
- i) Attachment 9: Insurance Policy
- j) Attachment 10: Contractor ESHS Policy Form

2.9 Form of Tender

The tenderer shall complete the Form of Tender and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.10 Tender Prices

The tenderer shall indicate on the Form of Tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

Prices indicated on the Price Schedule shall be the cost of the services quoted including all taxes, and all duties payable in accordance with the laws and regulation of Kenya

Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20

The quotation shall also include the transportation, accommodation, meal fee of the guard, and it will not be provided by Kipeto Energy PLC.

2.11 Tender Currencies

Prices shall be quoted in **Kenya Shillings**

2.12 Tenderers Eligibility and Qualifications

Pursuant to paragraph 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.

The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to Kipeto Energy PLC 's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.13 Validity of Tenders

Tenders shall remain valid for 60 days after date of tender opening

2.14 Format and Signing of Tenders

The tenderer shall prepare one (1) original, three (3) copies and (1) soft copy of the tender, clearly marking each "ORIGINAL TENDER", "COPY TENDER" and "SOFT COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

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

The inner and outer envelopes shall be addressed to Kipeto Energy PLC at the address given in the Invitation to Tender.

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

If the outer envelope is not sealed and marked as required by paragraph 2.15, Kipeto Energy PLC will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders: **2 PM, February 15, 2022**

Tenders must be received by Kipeto Energy PLC address not later than the Closing date and time indicated on tender notice.

Bulky tenders which will not fit the tender box shall be received by Kipeto Energy PLC as provided for in the appendix.

2.17 Modification and Withdrawal of Tenders

The tenderer may not modify or withdraw its tender after the tender's submission.

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 no later than the deadline for submission of tenders.

No tender may be modified after the deadline for submission of tenders.

2.18 Opening of Tenders

Kipeto Energy PLC will open all tenders in the presence of tenderers' representatives who choose to attend, at the Closing date and time indicated on tender notice and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender and such other details as Kipeto Energy PLC, at its discretion, may consider appropriate, will be announced at the opening.

2.19 Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders Kipeto Energy PLC may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

Any effort by the tenderer to influence Kipeto Energy PLC during tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

Kipeto Energy PLC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

Kipeto Energy PLC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

Prior to the detailed evaluation, pursuant to paragraph 2.20, Kipeto Energy PLC 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. Kipeto Energy PLC determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by Kipeto Energy PLC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to single currency

Where other currencies are used, Kipeto Energy PLC 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

Kipeto Energy PLC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20. Kipeto Energy PLC 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

The following evaluation methods will be applied.

- a) Operational Plan
- b) Kipeto Energy PLC 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 Kipeto Energy PLC required delivery time will be treated as non-responsive and rejected.
- c) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.
- d) Tenderer will be required to accept and agree the "Contractor ESHS Policy Form"

The tender evaluation committee shall evaluate the tender within 7 days from the date of opening the tender.

2.23 Contacting Kipeto Energy PLC

No tenderer shall contact Kipeto Energy PLC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

Any effort by a tenderer to influence Kipeto Energy PLC in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

Kipeto Energy PLC will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11, as well as such other information as Kipeto Energy PLC deems necessary and appropriate

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 Kipeto Energy PLC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

Kipeto Energy PLC 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.

To qualify for contract award, 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.
- e) Have a good relationship with the local community, and commit to employing over 80%, local people.
- f) Insurance policy with a reputable insurance company for
 - i. Statutory workers compensation insurance
 - 1. WIBA policy for death and disability in compliance with the WIBA Act
 - 2. Employer's liability insurance at Market Benchmark
 - ii. Third Party General Liability at Market benchmark for general liability for third-party injuries and/or property loss
 - iii. Professional Errors and Omissions Liability in line with TPL above
- g) Will be required to accept and agree the "Contractor ESHS Policy Form"

2.26 Procuring entity's Right to accept or reject any or all Tenders

Kipeto Energy PLC 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 Kipeto Energy PLC 's action. If Kipeto Energy PLC determines that none of the tenders is responsive, Kipeto Energy PLC shall notify each tenderer who submitted a tender.

2.27 Notification of Award

Prior to the expiration of the period of tender validity, Kipeto Energy PLC will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders were not successful.

The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and Kipeto Energy PLC. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.28 Signing of Contract

At the same time as Kipeto Energy PLC notifies the successful tenderer that its tender has been accepted, Kipeto Energy PLC will simultaneously inform the other tenderers that their tenders have not been successful.

Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date a probation contract of two months and return it to Kipeto Energy PLC. During these two months, if the successful tenderer's abilities are satisfied by Kipeto Energy PLC, the two months' probation contract will extend to 12 months. If his abilities are not satisfied, the probation contract will be terminated at the end of two months without any extension.

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

The parties to the contract shall have it signed within 30 days from the date of notification of contract award BUT not before expiry of 14 days unless there is an administrative review request.

2.29 Performance Security

The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to Kipeto Energy PLC.

2.30 Corrupt or Fraudulent Practices

Kipeto Energy PLC 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.

Kipeto Energy PLC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya

Appendix to instructions to Tenderers

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

(I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
Eligible Tenderers	Kenyan Registered Security Services Firms
Tender Currencies	Prices shall be quoted in Kenya Shillings
Tenderers Eligibility and Qualifications	The Tenderer shall furnish the procuring entity with documentary evidence of financial and technical capability necessary to perform the contract
Tender Security	NOT APPLICABLE
Validity of Tenders	120 days
Number of Tender Copies	One (1) original, three (3) copies, and one (1) SOFT copy properly bound
Day, date, and time of tender closing	2pm, February 15,2022
Bulky tenders	Delivered to Kipeto Energy PLC, The Pavilion, Westlands Lower Kabete Road, Second Floor NAIROBI Clarification email: info@kipetoenergy.co.ke Cc: andrew.owuor@kipetoenergy.co.ke
Opening of Tenders	2.15 pm, February 15, 2022
Performance Security	10 million KES

(II) Criteria of Evaluation

The method of evaluation will be Merit Point System, and the evaluation criteria will be applied as indicated here below: -

All documents *MUST* be certified by a Commissioner of Oaths

	MANDATORY REQUIREMENTS	POINTS	
1.	Submit valid tender security	N/A	
2.	Certified Certificate of registration as a member of private security providers association i.e., KSIA or PSIA		
3.	Certified copy of valid frequency license (not payment receipts) from Communications Authority (CA)		
4.	Certified copy of Certificate of Incorporation/Registration (AT LEAST 5 YEARS OPERATION)		
5.	Certified Audited Financial Accounts for the last 5 years		
6.	Certified copy of Valid Tax Compliance Certificate from KRA		
7.	Certified Copy of PIN/VAT Certificate		
8.	Certified copy of CR 12		
9.	Certified Copies of Insurance Policies as per Clause 2.25 section f		
10.	Certified Copy of Current Business License from Nairobi City County or any other County where business is located		
11.	Completed Confidential Business Questionnaire Form		
12.	Duly completed, signed, and stamped form of tender		
13.	Properly bound, presentable document. Loose documents will not be accepted		
14.	All pages must be sequentially serialized as per the tender notice		

NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation

The qualification mark shall be 70 % (percent) for a bidder to qualify for the financial evaluation

1.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	MAXIMUM SCORE	PERCENTAGE SCORE
a)	Firms Experience. <ol style="list-style-type: none"> 1. Certified List of at least five major Corporate Clients and their recommendation letters. 2. Certified Copies of most recent award letters/contracts for the provision of security services for at least five major Corporate Clients. 3. Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittance etc. (Attach a duly certified letter from the local labour office) 	15	
b)	<ol style="list-style-type: none"> 1. Cooperation capacity with the local community 2. Employee local community guards (at least 80% of the guard) 	15	
c)	Professional qualifications and experience of key personnel: Certified List of at least five (5) key professional staff and their CVs, copies of certificates and responsibilities	15	
d)	Qualifications in security management <ol style="list-style-type: none"> 1. Technical capability No of operational vehicles (10 AT LEAST) 2. No of vehicles mounted with mobile communication equipment (5 AT LEAST) 3. VHF/ Radio communication Equipment connected to police network (10 AT LEAST) 4. Control room manned by competent controllers able to communicate competently in English and Kiswahili 	25	
e)	Financial Capability <ol style="list-style-type: none"> 1. Certified audited accounts for the last five (5) years. Proof of financial stability. 2. Proof of ability to pay salaries in advance (will be required to pay workers one month in advance and produce the payment slip when invoicing) 3. Without depending on Kipeto Energy PLC's payment (Working capital) 	25	
f)	Guard strength Number of guards (attach copies of NSSF and NHIF contribution certificates)	5	
TOTAL TECHNICAL SCORE OUT 100			

SECTION III - Schedule of Requirements for Security Firm

1. Pre-requisites

- a. Prior to deployment to site, all Security guards and staff are required to adhere to site requirements, i.e. They must undergo pre-employment medical tests by a DOSH registered doctor and be declared fit to work
- b. They must acquire a Certificate of Good Conduct from the DCI
- c. Send a list and details of the guards (officially) to be deployed before they are deployed to site
- d. Provide insurance (WIBA) to their staff deployed to the site, and transmit the policy document to Kipeto Energy PLC

2. Deployment Information

- Security Firm is required to supply information about the deployment procedure including duties of the guards deployed to site.
- All Security Firm staff on site are required to be courteous, have uniform and badges for easy identification on site
- The Security firm is expected to take care of welfare issues for the staff including Protective equipment e.g raincoats, wind protection tents etc
- The security firm will communicate to Kipeto Energy PLC whenever there is a change in deployment, e.g., when a staff goes on leave or off duty or is removed or redeployed. The security firm will communicate the information including who is replacing the staff formally.

3. Organization

Security Firm is required to have a chain of command on site, with supervisors and management, and communicate the information including names and contacts to Kipeto Energy PLC. Security Firm should supply Kipeto Energy PLC with their organogram with lines of command.

4. Effective Site and Camp Protection

Security Firm is required to provide effective security and protection through:

- a) Access Control – control the entrance and exit of persons and vehicles into and out of the site and Kipeto Substation, Service Centre, Site office, Bio Camp and any installation requiring access control.
- b) Visitor's Control – Security Firm will be expected to effectively control admittance of visitors to site by putting in place a check in check out system in place and maintain all records of the same. Authorised Visitors without PPE shall be given Helmets and Hi-Vis vests at the security check before admittance into the site and records kept.

All visitors to site and camp will be properly identified and badged as visitors. Security Firm will retain their National ID/Passport at the security check and provide them with a visitor's badge.

Visitors requiring escort to the guest/host will be provided with escort.

Security Firm will provide directions to visitors that do not need to be escorted into the premises

- c) Vehicle Control – For material control in and out of the gate(s) a vehicle checking system to be enforced.

Maintenance of a vehicle entry/exit log to include:

- Date and Vehicle Registration Number.
- Company Name.
- Number of Persons in the vehicle.
- Material shipping document and brief description of the load in case of consignment.
- Person or department to whom the material is consigned.
- Time in and out.
- Material gate pass number for material leaving the site.
- Security guards' signature.

5. Pickets, Strikes and Security Emergency management

Security Firm will be expected to keep the staff, equipment and property of Kipeto Energy PLC and its subcontractors safe from harm, theft, and vandalism acts in case of pickets, strikes and other emergencies. The Security firm will be required to provide a plan to Kipeto Energy PLC on how they will handle:

- a) Crowd Control and Management
- b) Emergency Management – to have first aiders and fire marshals, and set up an incident command station in case of a security incident
- c) Violent employees
- d) Picketing/Striking workers

6. Reporting

The Security Firm is required to do daily reports, weekly reports, and monthly reports to Kipeto Energy PLC ESG Manager.

The reports shall have at least the following statistics:

- Parcels dropped off/picked up
- Contractors on site
- Any issues of concern
- Maintenance/security issues discovered
- Any Incident
- Any non-routine occurrence and hostile encounters

7. Transport Facility

Security Firm is required to provide transportation to the guards deployed to site from home to work and vice versa, to carry out site surveillance and moving from one location to another. Kipeto Energy PLC ESMS Requirements shall be met

All vehicles mobilized to the site by Security Firm will need to undergo inspection as prescribed by the Occupational Safety and Health Act, and certified.

8. Emergency Preparedness

The Security Firm is required to put in place an emergency preparedness plan and communicate the same to Kipeto Energy PLC.

Among the key issues considered are:

- 24/7 response services
- Emergency medical evacuation at night

9. Disciplinary Procedure

The Security Firm selected will be required to have a disciplinary mechanism for dealing with violations and misconduct and communicate the plan to Kipeto Energy PLC for reference.

The procedure will indicate the type of violations and their corresponding disciplinary measures. E.g., suspension and expulsion

10. Billing

All timesheets and invoices will be verified by Kipeto Energy PLC before payment is made. Any falsified or misconducts identified in the billing documents will lead to a fine of 5% to 10% on the security firm of the actual payment.

Attachment 1 : Form of Tender

To: KIPETO ENERGY PLC Date

Tender No.
TD/KIPETO/SECURITY/022022/01

Tender Name: THE PROVISION OF SECURITY SERVICES FOR KIPETO WIND FARM SITE

Gentlemen and/or Ladies:

Having examined the Tender documents which is hereby duly acknowledged, we the undersigned, offer to provide Security services for KIPETO WIND FARM SITE under this tender in conformity with the said Tender document for the sum of(including VAT) for each security guard. or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

1. We undertake, if our Tender is accepted, to provide Security Services in accordance with the conditions of the tender.
2. We agree to abide by this Tender for a period of [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
3. 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
4. We understand that you are not bound to accept the lowest or any tender you may receive

Dated this _____ day of 2022

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Company Rubber Stamp/seal

Attachment 2: PRICE SCHEDULE OF SERVICES

Description	Quantity	Unit Price	Total Price	Remarks
Day Security Guards (12/7 per week)	1			
Night Security Guards (12/7) per week	1			
Day Patrol vehicle fitted with VHF communication equipment and crew (12/7 per week)	1			
Night Patrol Vehicle fitted with VHF communication equipment and crew (12/7 per week)	1			
Non-permanent Guardhouse	1			

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

We undertake, if our tender is accepted, to provide Security services for Kipeto Energy PLC offices in accordance with the details specified herein above.

Name of the Bidder Firm.....

Name of signatory:

.....

In the capacity of:

Authorized Signature:

Company Rubber Stamp/Seal:

Attachment 3: OPERATION PLAN

The bidder is required to submit a narrative outlining the Operation Plan of performing the works. The narrative should indicate in detail based on the requirements for security firm

Attachment 4: Tender's Equipment Capacity Form

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key Contractor's equipment listed in Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder for each lot.

OPERATION VEHICLES			
Equipment information:	Name of manufacturer:		Model & Power rating:
	Capacity:		Year of Manufacture:
Current Status:	Current Location:		
	Details of current commitment:		
Source:	Indicate source of equipment		
	Owned:	Leased:	Other:
If Other above, please give details:			

Remark:

1. The tenders must own more than 10 operation vehicles
2. The tenders must provide the logbook or purchase agreement and invoice.

VEHICLES MOUNTED WITH MOBILE COMMUNICATION		
Equipment information:	Name of manufacturer:	Model & Power rating:
	Capacity:	Year of Manufacture:
Current Status:	Current Location:	
	Details of current commitment:	
Source:	Indicate source of equipment	
	Owned:	Leased:
If Other above, please give details:		

Remark:

- 1.The tenders must own more than 5 of vehicles mounted with mobile communication equipment
- 2.The tenders must provide the logbook or purchase agreement and invoice.

VHF/ RADIO COMMUNICATION EQUIPMENT CONNECTED TO POLICE NETWORK		
Equipment information:	Name of manufacturer:	Model & Power rating:
	Capacity:	Year of Manufacture:
Current Status:	Current Location:	
	Details of current commitment:	
Source:	Indicate source of equipment	
	Owned:	Leased:
If Other above, please give details:		

Remark:

1. The tenders must own more than 10 of VHF/ radio communication equipment connected to police network
2. The tenders must provide a purchase agreement and invoice.

Attachment 5: Personnel capacity

Remark:

1. The tenderers must provide Professional qualifications and experience of key personnel Certified List of at least five (5) key professional staff and their CVs, copies of certificates and responsibilities Qualifications in security management

Guard strength

Please provide Number of guards (attach copies of NSSF and NHIF contribution certificates)

Attachment 6: Bidder Information Sheet

1.	Bidder's Legal Name
2.	In case of JVA, legal name of each party:
3.	Bidder's actual or intended Country of Registration:
4.	Bidder's Year of Registration:
5.	Bidder's Legal Address in Country of Registration:
6.	<p>Bidder's Authorized Representative Information</p> <p>Name: Address:</p> <p>Telephone/Fax numbers:</p> <p>Email Address:</p>
7.	<p>Attached are copies of original documents of:</p> <ul style="list-style-type: none"> • Certified Certificate of registration as a member of private security providers association i.e., KSIA or PSIA • Certified copy of valid frequency license (not payment receipts) from Communications Authority (CA) • Certified copy of Certificate of Incorporation/Registration (AT LEAST 5 YEARS OPERATION) • Certified Copy of PIN/VAT Certificate • Certified copy of CR 12 • Certified Audited Financial Accounts for the last 5 years • Certified Copy of Current Business License • Completed Confidential Business Questionnaire Form • Certified Copies of Insurance Policies as per Clause 2.25 section (f

Attachment 7: Financial Situation

Financial information in US\$ equivalent	Historic information for the previous 5 years (KES equivalent in 000s)						
	2016	2017	2018	2019	2020	Avg.	/
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

The tenders must provide copies of audited reports (balance sheets, including all related notes, and income statements) for the 5years required above complying with the following conditions:

- (a) Historic financial statements must be audited by a certified accountant
- (b) Historic financial statements must be complete, including all notes to the financial statements
- (c) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)
- (d) The Total Revenue must be more than 50,000,000 Kenya shilling for each year.
- (e) Proof of ability to pay salaries in advance

Attachment 8: Experience - General Experience

Starting Month / Year	Ending Month / Year	Years	Contract Identification	Role of Bidder
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer:	

Firms Experience.

Certified List of at least 5 major Corporate Clients and their recommendation letters.

Certified Copies of most recent award letters/contract for provision of security services for at least five major Corporate Clients.

Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittance etc. (Attach a duly certified letter from the local labour office

Attachment 9: Insurance Policy

Insurance policy for employees: Valid work injury benefit policy or group; Contractual liability insurance policy cover of not less than 10,000,000/- per event per Year. Attach certified copies of the policies.

Attachment 10

Ignore requirements of FSA in subcontractor form. Compliance shall be for Employers conditions once Contract is issued



Kipeto Energy Limited Environmental, Social, Health and Safety Policy

Kipeto Energy Plc (KEP) is committed to being environmentally and socially responsible and providing a safe working environment that is without risk to the health and safety of all stakeholders including employees, contractors and the communities in which we operate. Good environmental, social, health and safety (ESHS) performance represents a core value in the way KEP does business.

KEP commitment:

- Protect the environment.
- Aim for no accidents and no harm to people.
- Promote a culture of environmental and social responsibility, health, safety and respect for people, developing awareness of risks and promoting adoption of responsible behaviours by all stakeholders.
- Continuously improve performance on ESHS through measurable targets.
- Report on ESHS performance in a factual and understandable way, both internally and publicly.
- Respect and engage effectively with our employees, contractors, customers, neighbours, public interest groups and other stakeholders.
- Avoid and minimise risks and impacts to the health, safety and security of the community in which we operate.
- Formally identify, assess and mitigate ESHS risks, appropriate to the nature and scale of the risks.
- Take responsibility for taking immediate action to remove safety hazards when they are identified and reported.
- Play a leading role in promoting ESHS best practice in our industries.
- Comply with all relevant ESHS legislation, standards and codes of practice to which the organisation subscribes.
- Provide all leadership and staff with information, instruction and training on KEP's ESHS policies and procedures.
- Provide employees with the appropriate equipment and facilities to undertake their duties in a professional and safe manner.
- Ensure that the ESHS Policy remains relevant and appropriate to KEP by requiring periodic review in line with management review procedures.

KEP employees and contractors:

- Are required to adopt safe and environmentally and socially responsible work practices and comply with all ESHS policies and procedures and to report safety hazards, unsafe work practices, environmental and social issues.
- Have responsibility and authority to stop work if there is any question related to health, safety, operational, environmental or social risk.


Stefan Van Niekerk
General Manager
KIPETO ENERGY PLC



Kipeto Wind Farm Sub-Contractor Form

Sub-Contractor Company Name _____

Sub-Contractor Employee Name _____

Sub-Contractor Employee Position _____

Project Name and Number (if applicable) _____

Prior to commencement of any work on behalf of KEP all site sub-contractors are to agree to all KEP policies and procedures herewith attached. Please read the following section and the accompanying referenced documents and sign the acceptance section below.

FSA

All site subcontractors must comply with Exhibit P of the FSA

Quality

All site sub-contractors are required to comply with the KEP Quality Policy Statement GED.

Environmental

All site sub-contractors must comply with the KEP Environment Policy Statement

Health and Safety

All site sub-contractors must comply with the KEP safety statement and all health and safety requirements of KEP Ltd.

Social

All sub-contractors must comply with the KEP Social Policy Statement and Code of Conduct

Signature of Subcontractor _____ Print Name

Date _____

Verified by _____

Position _____

Date _____

