



KENYA PETROLEUM REFINERIES LIMITED

Refinery Road, Changamwe | P O Box 90401 – 80100, Mombasa, Kenya

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OPEN TENDER

TENDER FOR PROVISION OF GUARDING, SECURITY AND CCTV MONITORING AND SURVEILLANCE SERVICES

TENDER NUMBER:
REF. KPRL/OT/026.012/2026-2027

OCTOBER 2026

Issued by: Contracting & Procurement Department

INVITATION TO TENDER

12th October 2026

TENDER NAME: PROVISION OF GUARDING, SECURITY AND CCTV MONITORING AND SURVEILLANCE SERVICES

TENDER NUMBER: KPRL/OT/026.012/2026-2027

1. Kenya Petroleum Refineries Ltd invites sealed tenders for the Provision of Guarding, Security and CCTV Monitoring and Surveillance Services through a framework contract for a period of two (2) years.
2. Tendering will be conducted under open competitive tender using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

This tender has been divided into TWO (2) LOTS. “Tenderers will be allowed to tender for either of the LOTS. Where a Tenderer bids for both LOTS, the Tenderer’s bid for LOT 2 shall ONLY be considered if the Tenderer’s bid for LOT 1 is not successful. No Tenderer shall be awarded both LOTS.

THE LOTS ARE AS INDICATED BELOW:

LOT ONE (1): PROVISION OF GUARDING & SECURITY SERVICES AT KENYA PETROLEUM REFINERIES LIMITED (KPRL):

- KPRL Main Complex & Offices in Changamwe
- KPRL Wayleaves in Changamwe and Kipevu Pits
- KPRL Staff Housing Estate in Magongo
- KPRL Sports Club in Magongo
- KPRL Residential Houses in Nyali, Mombasa
- KPRL Cottages at Kurwitu in Vipingo

LOT TWO (2): PROVISION OF CCTV MONITORING AND SURVEILLANCE SERVICES AT KENYA PETROLEUM REFINERIES LIMITED (KPRL):

- KPRL Main Complex & Offices in Changamwe
- KPRL Staff Housing Estate in Magongo
- KPRL Sports Club in Magongo

THE CONTRACT WILL BE AWARDED IN INDEPENDENT LOTS AS SHOWN ABOVE. BIDDERS ARE REQUIRED TO FILL SEPARATE TENDER SUBMISSION FORMS FOR EACH LOT. BIDDERS CAN ONLY BE AWARDED ONE LOT.

3. All Tenders must be accompanied by an original Tender Security of **Kes. 200,000 only.**
4. Completed tenders must be delivered and dropped in the Tender Box at KPRL Offices located at the address below on or before **10:00am on MONDAY, 26TH OCTOBER 2026.** Electronic Tenders will NOT be permitted.
5. The tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. The tender will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
6. Late tenders will be rejected.

7. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

Supply Chain Manager
Kenya Petroleum Refineries Ltd,
Refinery Road, Changamwe,
P. O. Box 90401 - 80100,
Mombasa, Kenya.
Email: tenders@kpri.co.ke
Telephone: 0724 257 102

B. Address for Submission of Tenders.

The Chief Executive Officer
Kenya Petroleum Refineries Ltd,
Refinery Road, Changamwe,
P. O. Box 90401 - 80100,
Mombasa, Kenya.

Completed Bids are to be dropped in the Tender Box at KPRL Offices Reception in Changamwe, Mombasa **on or before the CLOSING DATE on MONDAY, 26TH OCTOBER 2026 at 1000hrs.**

C. Address for Opening of Tenders.

Kenya Petroleum Refineries Ltd,
Refinery Road, Changamwe,
KPRL Boardroom,
Mombasa, Kenya.
Contact: Supply Chain Manager

Yours sincerely,



Supply Chain Manager
FOR: CHIEF EXECUTIVE OFFICER

IMPORTANT NOTICE TO TENDERERS

This Standard Tender Document (STD) is issued by Kenya Petroleum Refineries Limited (KPRL) for the procurement of Services — being services where the primary output is physical, operational or task-based delivery rather than intellectual or advisory output. This document constitutes the master template and must be read together with the Tender Data Sheet (TDS) and the Service Specifications issued for each specific procurement.

WHERE THERE IS CONFLICT between the provisions of this STD and the TDS or Service Specifications, the TDS and Service Specifications shall prevail.

Document Structure:

- Part 1 – Tendering Procedures: Instructions to Tenderers (ITT) and Tender Data Sheet (TDS)
- Part 2 – Tender Forms: Forms to be completed and submitted by Tenderers
- Part 3 – Technical Proposal Requirements and Evaluation Criteria
- Part 4 – General Conditions of Contract for Non-Consulting Services (GCC-NCS)
- Part 5 – Special Conditions of Contract (SCC)
- Part 6 – Contract Forms and Schedules
- Annexures

Tenderers are advised to read all Parts carefully and comply fully with all requirements. Late, incomplete or non-compliant tenders will be rejected without consideration.

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PART 1 – TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS (ITT)

These Instructions to Tenderers establish the rules and procedures for submission, receipt, evaluation of tenders and award of service contracts by Kenya Petroleum Refineries Limited. All Tenderers shall comply with these instructions.

A. GENERAL

1. Scope of Services

1.1 Kenya Petroleum Refineries Limited (hereinafter "KPRL" or "the Client") invites tenders for the provision of services as described in the Service Specifications and Scope of Work attached to the Tender Data Sheet (TDS).

1.2 The Tender Reference Number, description of services, contract duration, service locations and other key details are specified in the TDS.

2. Eligible Tenderers

2.1 This tender is open to all eligible Tenderers on the basis stated in the TDS. A Tenderer may be a natural person, a sole proprietorship, a registered company, a partnership or a joint venture/consortium (JV).

2.2 A Tenderer shall not be eligible if:

- The Tenderer or its principals are debarred by KPRL or appear on KPRL's ineligibility list;
- The Tenderer has been convicted of a corrupt, fraudulent, collusive or coercive practice;
- The Tenderer is insolvent, in receivership, bankrupt or under administration;
- The Tenderer is in material breach of any existing KPRL contract;
- The Tenderer has a conflict of interest as defined in ITT Clause 3.

2.3 For JV/Consortium arrangements: All JV members shall be jointly and severally liable. A Lead Member shall be designated with authority to bind the JV. All JV members shall sign the tender. The JV Agreement shall accompany the tender submission.

2.4 Subcontractors proposed at tender stage shall be identified and shall not have a conflict of interest with KPRL or with any other party in the procurement process.

3. Conflict of Interest

3.1 A conflict of interest exists when a Tenderer's ability to provide objective and independent services is compromised.

The following are specific conflicts of interest:

- A Tenderer that prepared the Service Specifications or Scope of Work for this procurement;
- A Tenderer that is an affiliate or subsidiary of another Tenderer in the same procurement;
- A Tenderer that has financial or family ties with KPRL employees involved in this procurement;
- Any other situation that KPRL reasonably determines to be a conflict of interest.

3.2 Tenderers shall disclose all actual or potential conflicts of interest in Form 7. Failure to disclose may result in disqualification or contract termination.

4. Cost of Tendering

4.1 Tenderers shall bear all costs associated with the preparation and submission of their tenders. KPRL shall not be liable for any such costs regardless of the outcome of the procurement process.

5. Pre-Tender Conference and Site Visit

5.1 Where specified in the TDS, KPRL shall convene a mandatory or optional pre-tender conference and/or site visit. For services involving work at KPRL premises or pipeline infrastructure, a site visit is strongly recommended to allow Tenderers to understand site conditions, access requirements and operational constraints.

5.2 Minutes of the pre-tender conference, including all questions raised and responses given, shall be circulated to all registered Tenderers within five (5) working days and shall form part of the tender documents.

5.3 Tenderers who do not attend a mandatory pre-tender conference or site visit may be disqualified, as stated in the TDS.

B. TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents comprise: this STD (all Parts and Sections); the TDS; the Service Specifications and Scope of Work; any Addenda issued; and any other documents listed in the TDS.

6.2 Tenderers shall examine all instructions, specifications, schedules and forms in the tender documents. Failure to furnish required information or to comply with requirements may result in rejection of the tender.

7. Clarification of Tender Documents

7.1 Tenderers may request written clarification from KPRL through the official email tenders@kprl.co.ke and by the deadline stated in the TDS. KPRL shall respond in writing (without identifying the requesting Tenderer) and distribute the response to all registered Tenderers within the timeframe specified in the TDS.

7.2 No verbal clarifications shall be binding. Only written clarifications issued by KPRL shall form part of the tender documents.

8. Amendment of Tender Documents

8.1 KPRL may amend the tender documents by issuing Addenda at any time before the submission deadline. All Addenda are binding. KPRL may extend the submission deadline to allow Tenderers adequate time to incorporate Addenda into their tenders.

C. PREPARATION OF TENDERS

9. Language

9.1 All tenders, correspondence and documents shall be in English. Translations of supporting documents shall be provided where originals are in another language.

10. Documents Comprising the Tender

10.1 The complete tender shall include:

- Form 1: Tender Submission Form
- Form 2: Tenderer Information / Company Profile
- Form 3: JV/Consortium Agreement (where applicable)

- Form 4: Technical Tender (Service Delivery Plan, Staffing Plan, Equipment Schedule, Method Statement)
- Form 5: Financial Tender / Priced Schedule of Rates or Lump Sum Breakdown
- Form 6: Tender Security or Tender Securing Declaration (where required by TDS)
- Form 7: Conflict of Interest Declaration
- Form 8: Beneficial Ownership Disclosure Form
- Form 9: Anti-Corruption Declaration
- Form 10: Data Protection Compliance Declaration
- Form 11: Subcontractor Disclosure Form (where subcontracting is proposed)
- Qualification and experience documents as required by Section IV
- Certificates of professional or trade body registration (where applicable)
- Any other documents specified in the TDS

11. Technical Tender Requirements

11.1 The Technical Tender shall demonstrate the Tenderer's capability, experience and plan for delivering the services. It shall comprise:

- **Service Delivery Plan:** The Tenderer's approach to delivering the required services, including proposed processes, quality assurance mechanisms, performance monitoring and service continuity arrangements;
- **Staffing Plan:** Number, grades, qualifications and deployment plan for all personnel to be deployed; roster and shift arrangements where applicable; supervisor-to-operative ratios;
- **Key Personnel:** Details and CVs of supervisory and management personnel who will oversee service delivery;
- **Equipment and Resources Schedule:** Details of equipment, tools, vehicles, uniforms, PPE and other resources to be deployed;
- **Method Statement:** Step-by-step description of how the services will be delivered, including mobilization plan, health and safety approach, and emergency/contingency procedures;
- **Company Experience:** List of similar contracts completed in the last five (5) years, with client references;
- **Licenses and Certifications:** Copies of relevant trade licenses, regulatory approvals, professional body memberships and certifications (e.g. PSRA for security; NEMA for environmental services; KEBS certifications);
- **Local Content Plan:** Details of Kenyan personnel and local subcontractors/suppliers to be engaged.

11.2 The Technical Tender shall NOT contain any financial information.

12. Financial Tender / Priced Bill of Quantities or Schedule of Rates

12.1 The Financial Tender shall:

- Be denominated in Kenya Shillings (KES) unless otherwise stated in the TDS;
- Price all items in the Schedule of Rates or Priced Bill of Quantities (BoQ) provided in the tender documents;
- Include all labour costs, materials, consumables, equipment, overheads, profit, and statutory levies;
- State VAT separately where the Tenderer is VAT-registered;
- Be valid for the period stated in the TDS.

12.3 Unit rates and lump sums shall be firm and fixed for the contract period unless a price adjustment mechanism is specified in the TDS. Any schedule of rates shall be used for valuing variations.

12.4 KPRL shall deduct withholding tax from all payments as required by Kenyan tax laws.

13. Tender Validity Period

13.1 Tenders shall remain valid for the period specified in the TDS after the submission deadline. Tenders valid for a shorter period may be rejected.

13.2 KPRL may request an extension of the tender validity period. Tenderers may agree or decline. A Tenderer that agrees shall also extend its Tender Security accordingly.

14. Tender Security

14.1 Where required by the TDS, a Tender Security shall be furnished in the amount, form and validity period specified in the TDS. The Tender Security shall be from a bank licensed by the Central Bank of Kenya.

14.2 The Tender Security may be forfeited if: A Tenderer withdraws its tender after the submission deadline; or the successful Tenderer fails to sign the Contract or furnish the Performance Security.

14.3 The Tender Security of unsuccessful Tenderers shall be returned within five (5) working days after award of the Contract.

D. SUBMISSION AND OPENING

15. Sealing, Marking and Submission

15.1 The tender shall be submitted in a sealed envelope clearly indicating the Tender Reference Number; the description of the procurement; the tender submission deadline; and 'DO NOT OPEN BEFORE **MONDAY, 26TH OCTOBER 2026 at 1000hrs.** and must reach **Kenya Petroleum Refineries Ltd** at the address indicated in the TDS.

15.2 Completed bids are to be dropped in the **Tender Box at KPRL Offices Reception** in Changamwe, Refinery Road, Mombasa on or before the **CLOSING DATE on MONDAY, 26TH OCTOBER 2026 at 1000hrs.**

16. Deadline for Submission

16.1 Tenders must be received by KPRL at the address stated in the TDS by the date and time specified. KPRL may at its discretion extend the deadline by issuing an Addendum.

16.2 Late tenders shall be rejected without opening.

17. Modification and Withdrawal

17.1 A Tenderer may modify or withdraw its tender by written notice received by KPRL before the submission deadline. No modification is permitted after the deadline. No withdrawal is permitted after the deadline without forfeiture of the Tender Security.

18. Tender Opening

18.1 Tenders shall be opened publicly at KPRL offices at the date and time stated in the TDS. Tenderers' representatives may attend the opening. At opening, KPRL shall announce: each Tenderer's name; whether a Tender Security has been furnished; and the total tender price (corrected only for obvious arithmetic errors).

18.2 KPRL shall prepare tender opening minutes recording the names of all Tenderers present.

E. EVALUATION AND AWARD

19. Confidentiality

19.1 All information relating to evaluation is confidential until publication of the contract award. Tenderers shall not contact KPRL evaluation officials during the evaluation period, except in response to written requests for clarification.

20. Clarification During Evaluation

20.1 KPRL may seek written clarification from Tenderers during evaluation. Responses shall be in writing and shall not alter the substance or price of the tender. Failure to respond within the stated time may result in rejection.

21. Evaluation Stages

21.1 Tenders shall be evaluated in four stages: (1) Preliminary/Mandatory; (2) Technical; (3) Due Diligence (4) Financial; with Post-Qualification, as detailed in Section IV.

22. Preliminary (Administrative) Review

22.1 KPRL shall examine tenders to determine whether they are complete, whether required tender security have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. A tender that is not substantially responsive shall be rejected.

22.2 Arithmetical errors shall be corrected as follows: where there is a discrepancy between the unit price and the total price (unit price multiplied by quantity), the unit price shall prevail and the total price shall be corrected. Where there is a discrepancy between words and figures, words shall prevail. If a Tenderer does not accept such correction, its tender shall be rejected.

23. Technical Evaluation

23.1 Technically compliant tenders shall be evaluated against the criteria in Section IV. Only tenders meeting all technical requirements shall proceed to financial evaluation.

24. Financial Evaluation

24.1 KPRL shall evaluate the financial proposals of technically compliant Tenders. All tenders shall be converted to Kenya Shillings using the exchange rates specified in the TDS for comparison purposes.

24.2 KPRL shall determine the evaluated cost of each tender by adjusting for: any price correction as a result of arithmetic correction; any applicable price adjustment; any other factors specified in Section IV.

25. Post-Qualification

25.1 KPRL shall assess whether the Tenderer with the lowest evaluated cost has the qualifications to perform the contract satisfactorily. KPRL shall verify documentary evidence of the qualifications stated in the Tenderer's submission.

F. AWARD

26. Award Criteria and Notification

26.1 Subject to the provisions of these Instructions, KPRL shall award the Contract to the Tenderer who: (a) has been determined to be eligible; (b) is technically compliant; (c) meets post-qualification requirements; and (d) has submitted the lowest evaluated tender price.

26.2 KPRL reserves the right to accept or reject any or all tenders, annul the tendering process and reject all tenders at any time prior to contract award, without incurring any liability to Tenderers.

26.3 KPRL reserves the right to negotiate with a qualifying Tenderers for optimization of the final solution to determine a final set of information. This may include issuing a negotiation round of the Tender.

26.4 KPRL shall notify the successful Tenderer in writing that its tender has been accepted. The successful Tenderer shall be required to confirm acceptance in writing within the period stated in the award letter.

26.5 Unsuccessful Tenderers shall be notified in writing within ten (10) working days of the receipt of acceptance by the successful Tenderer.

27. Performance Security

27.1 Where specified in the TDS, the selected Tenderer shall furnish a Performance Security in the form and amount stated in the TDS within ten (10) working days of contract signing. The Performance Security shall remain valid for the contract period plus sixty (60) days. The Performance Security shall be from a bank or surety company licensed by the Central Bank of Kenya.

G. ETHICS AND PROFESSIONAL STANDARDS

28. Professional Ethics and Conduct

28.1 KPRL expects the highest standards of conduct from all service providers and their personnel. Service providers shall:

- Deliver services honestly, diligently and in accordance with applicable legal and industry standards;
- Not offer, promise or accept any gifts, benefits or hospitality from KPRL employees beyond nominal value;
- Declare and manage all actual or potential conflicts of interest promptly;
- Not make public statements about KPRL's affairs, operations or premises without prior written consent;
- Maintain confidentiality of all information obtained in connection with the contract, during and after the contract period.

28.2 KPRL may terminate the Contract immediately for any material breach of professional ethics or conduct.

29. Data Protection

29.1 Service providers who handle personal data on behalf of KPRL shall comply with Kenya's Data Protection Act 2019 and KPRL's Data Protection Policy. Detailed requirements are set out in Annexure C and in the Data Protection Compliance Declaration (Form 10).

SECTION II: TENDER DATA SHEET (TDS)

The following data supplement, complement or amend the Instructions to Tenderers for each specific services procurement. Where there is conflict, the TDS prevails. This section shall be completed by KPRL for each procurement.

TDS Item	Data / Information
Tender Reference No.	KPRL/OT/026.012/2026-2027
Service Description	PROVISION OF GUARDING, SECURITY AND CCTV MONITORING AND SURVEILLANCE SERVICES
Service Category	Guarding, Security & CCTV Surveillance Services
Service Location(s)	KPRL Offices, Refinery Road, Changamwe, Kipevu, Magongo, Nyali Mombasa and Vipingo, Kilifi. This tender has been divided into TWO (2) LOTS. “Tenderers will be allowed to tender for either of the LOTS. Where a Tenderer bids for both LOTS, the Tenderer’s bid for LOT 2 shall ONLY be considered if the Tenderer’s bid for LOT 1 is not successful. No Tenderer shall be awarded both LOTS. <u>THE LOTS ARE AS INDICATED BELOW:</u> LOT ONE (1): PROVISION OF GUARDING & SECURITY SERVICES AT KENYA PETROLEUM REFINERIES LIMITED (KPRL): -KPRL Main Complex & Offices in Changamwe -KPRL Wayleaves in Changamwe and Kipevu Pits -KPRL Staff Housing Estate in Magongo -KPRL Sports Club in Magongo -KPRL Residential Houses in Nyali, Mombasa -KPRL Cottages at Kurwitu in Vipingo LOT TWO (2): PROVISION OF CCTV MONITORING AND SURVEILLANCE SERVICES AT KENYA PETROLEUM REFINERIES LIMITED (KPRL): -KPRL Main Complex & Offices in Changamwe -KPRL Staff Housing Estate in Magongo -KPRL Sports Club in Magongo THE CONTRACT WILL BE AWARDED IN INDEPENDENT LOTS AS SHOWN ABOVE. BIDDERS ARE REQUIRED TO FILL SEPARATE <u>TENDER SUBMISSION FORMS</u> FOR EACH LOT. BIDDERS CAN ONLY BE AWARDED ONE LOT.
Pre-Tender Conference / Site Visit	The mandatory pre-arranged pretender visit of the site of the works will be held. Location: KPRL Offices, Refinery Road, Changamwe, Mombasa. Date: Wednesday, 14th October 2026 at 1000hrs Tenderers must provide their own Personal Protective Equipment (PPEs). As a minimum Tenderers must bring along a helmet (hard hat), pair of safety shoes and cotton overall or

TDS Item	Data / Information
	dust coat. Tenderers who will not have PPEs will not be allowed to participate in the site visit. Tenderers are expected to make their own travel arrangements
Clarification Deadline	5 working days before submission deadline
Clarification Address / Email	Supply Chain Manager tenders@kpri.co.ke
Tender Validity Period	[121] calendar days from submission deadline
Tender Security	All Tenders must be accompanied by an original Tender Security of Kes. 200,000 only. KES 200,000 in form of a Bank Guarantee from CBK-licensed bank Valid for 151 days from date of the tender opening Bidders must submit the original tender security with their bid document. Bidders are advised to note any changes in Tender Opening date and extend the security accordingly.
Subcontracting	Not Permitted
Joint Ventures	There shall be no Joint Ventures in this tender
Tender Currency	Kenya Shillings (KES)
Price Adjustment	Fixed Price
Submission Address	The Chief Executive Officer Kenya Petroleum Refineries Limited, Refinery Road, Changamwe, P. O. Box 90401 – 80100, MOMBASA.
Submission Deadline	Completed Bids are to be deposited in the Tender Box provided at the Reception at KPRL Offices in Changamwe, Mombasa on or before the CLOSING DATE on MONDAY, 26TH OCTOBER 2026 at 1000hrs.
Tender Opening	The Tender opening shall take place immediately after the submission deadline specified above or any deadline date and time specified in an addendum. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the above submission address.
Contract Duration	Two Years
Performance Security	To be provided by the successful bidder – being 10% of the contract price, as a bank guarantee from a CBK-licensed bank, submitted within 14 days of the letter of award and valid until completion.

SECTION II (b) : SCOPE OF WORK AND SPECIFICATIONS

SCOPE AND SPECIFICATIONS

Note: In this tender document, 'guard' includes a 'CCTV controller' where the context so requires and, where a requirement is generalized, it shall apply to both LOTS subject to service requirements. KPRL (the Procuring Entity) reserves the right to provide clarification.

S/NO.	MINIMUM REQUIREMENTS/DETAILS OF SERVICE SPECIFICATIONS
1	Shall do all things reasonably necessary, incidental to or connected with the fulfillment of its obligations in providing security services to KPRL.
2	Shall perform all duties and functions authorized by law, and any other necessary tasks for the effective execution of security services at KPRL
3	Shall adhere to the highest industry standards in the execution of all security services at KPRL.
4	Shall be liable for any loss suffered by KPRL due to the actions or omissions of the contractor's employees during the course of their employment and shall compensate KPRL for such loss within thirty (30) days from the time of the incident.
5	Shall indemnify KPRL, its servants, and agents against any loss or damage to property or bodily injury sustained by its servants or agents or any of them, due to any act, omission or neglect by the contractor, its servants, or agents while performing their duties. This indemnity also extends to cover any dishonesty by the contractor's security guards while performing their duties at KPRL.
6	Shall ensure that security guards deployed at KPRL facilities meet the following requirements: a. 21 years and above b. Completed at least Form Four education with a minimum Mean Grade of D or higher. c. A valid Certificate of Police Clearance. d. A valid National Identification Card. e. Registered with the Private Security Regulatory Authority (PSRA) and/or issued with a Guard Force Number. f. A valid security guard training certificate from an approved training institution. g. A minimum of three (3) years of experience in security industry. h. Physical and mental fitness to effectively perform their duties.
7	Shall prevent the commission and omission of crimes by deploying well-trained and vigilant security guards at KPRL facilities.
8	Shall provide all security guards deployed at KPRL facilities with detailed work instructions and Standard Operating Procedures (SOPs) to ensure effective performance of their duties.
9	The contractor shall ensure that all guards and supervisors engaged in providing security services maintain good discipline and always exhibit acceptable behavior, in order to prevent situations that could negatively affect KPRL's business operations.
10	The contractor shall observe and comply with all security, safety, operational, or administrative regulations, instructions, guidelines or rules issued by KPRL, either periodically or as required.
11	The LOT 1 bidder shall at own cost install automated security guard monitoring system at the identified stations and vehicle tracking application on its operational vehicle (s) and share the platforms with the procuring entity for real-time monitoring. In the case of the wayleaves, shall deploy an automated security guard patrol monitoring system and share the platform with KPRL for real-time monitoring. The system should be capable of generating real-time reports, tracking patrol activities, providing alerts, and offering weekly printouts or reports as needed, in accordance with the schedule of requirements.
12	Shall be responsible for safeguarding and protecting KPRL's personnel, property, materials, and equipment from unauthorized use, loss, theft, trespassing, terrorism, espionage and sabotage. This will be achieved through effective access control, screening, and/or searching of personnel and vehicles using available tools and equipment, such as metal detectors and CCTV, to detect and address suspicious activities. This responsibility shall also include regular foot patrols of the premises, site buildings, Right of Way areas (where applicable), and parking areas, always ensuring continuous

	surveillance.
13	Shall provide, at own cost, all necessary tools required for the work, including but not limited to notebooks, pens, flashlights, truncheons, serviceable radio communication equipment (VHF radios/mobile phones, etc.) linked to the control room and manned on a 24-hour basis, handheld metal detectors, and belly scopes as per service requirements. All equipment, instruments, and apparatus shall be supplied by the contractor and shall remain the sole property of the contractor.
14	As per service requirements, the contractor shall provide complete company-branded uniforms, including but not limited to: 2 shirts/blouses, 2 trousers, 2 sweaters/pullovers, 1 pair of serviceable military boots, 1 leather belt, 1 whistle with lanyard, 1 great coat, 1 reflective jacket, 1 raincoat, 1 peak cap, 1 truncheon, guards' identification badge with photo, name, and company logo; as well as 2 suits, ties, and shoes (where applicable and as required to complement KPRL's corporate standards). Personal protective equipment, such as helmets, reflective jackets, safety shoes, gloves, masks, etc., shall also be provided as per KPRL safety requirements.
15	Shall promptly replace worn-out or faded uniforms during all assignments to maintain a professional and presentable appearance.
16	Shall, in consultation with the Security Manager, conduct quarterly Security Risk Assessments at all KPRL facilities including the Wayleaves and submit a detailed report and other reports as may be required of it by the Security Manager or the station security focal point at KPRL.
17	LOT 1 bidder shall be able to send adequate quick response and backup crew to KPRL's facilities or infrastructure at short notice, including alarm response, in the event of an emergency, at no additional cost to KPRL.
18	LOT 1 bidder shall ensure that firefighting equipment is maintained at designated locations and remains untampered with.
19	Shall provide guards who are trained in the following areas: •CCTV camera operations, radio communication and access control systems operation. •Threat identification. •Emergency/ distress response and rescue or evacuation. •First aid training from a reputable organization e.g. St John's ambulance. •Anti-terrorism & Counterterrorism •Firefighting •Customer care •Communication skills and report writing •Physical fitness/drill/endurance •Incident reporting and record keeping.
20	Shall conduct quarterly refresher training sessions on counterterrorism, firefighting, safety and First Aid, integrity, security procedures, emerging threats, CCTV operations and customer service or public relations for all security guards deployed at KPRL.
21	LOT 1 bidder shall ensure that all visitors and customers at KPRL facilities/stations are courteously received, recorded through the Visitor Management System, assisted, and directed.
22	Shall ensure that security guards are customer-focused and maintain professionalism consistently in the execution of their duties.
23	Shall implement security measures to prevent criminal activities, including theft, fraud, arson, destruction of property, and other related crimes.
24	LOT 1 bidder shall implement the right to search employees, visitors, customers, and their vehicles to prevent the unauthorized entry of suspicious items, equipment, or materials onto the premises. Additionally, the contractor shall ensure that all property removed from KPRL premises is properly authorized and shall record and verify the gate passes issued.
25	The contractor shall ensure that any interference with the perimeter protection of KPRL properties, premises or wayleave is promptly identified and reported to the Security Manager and the station security focal point at KPRL.
26	Shall ensure that no unauthorized and/or suspicious items, materials or persons are allowed entry into KPRL's premises.
27	The bidder shall provide literate and trained guards who are capable of using radio communication equipment and modern office tools, including CCTVs, visitor management and access control systems, telephones, and other relevant systems.
28	LOT 1 bidder shall arrest or restrain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.

29	Shall prevent unauthorized movements within KPRL properties and premises, including access to controlled or restricted areas.
30	Shall ensure that guards maintain Occurrence Books (OB), vehicle movement registers and other operational records as applicable, at the Contractor's own cost. These registers shall be reviewed and countersigned by the station security focal point by 0800 hours daily or as required.
31	Shall not impose any additional charges for services provided on Saturdays, Sundays, or public holidays. Shall also ensure adhoc deployment during emergencies and ceremonial functions at KPRL facilities.
32	Shall provide duly executed daily attendance sheets for all guards as proof of service.
33	LOT 1 bidder shall record, manage, and control the movement of motor vehicles, including KPRL vehicles, entering and leaving KPRL premises, as well as manage parking.
34	Shall ensure that each guard and supervisor deployed is adequately relieved and provided with off-duty time at the contractor's expense.
35	Shall monitor all water, gas, products, and electrical installations at KPRL to detect any breakdowns, spillages, or wastage and take immediate action as necessary to ensure safety and security.
36	Shall provide a list of all guards to be deployed, including their names, I.D. numbers, cell phone numbers, professional references, and current residence locations, and shall conduct background checks on all guards before deployment. The bidder shall provide the following documents prior to engagement: •Valid police clearance certificates for all guards. •Detailed Curriculum Vitae (CV) for all guards deployed at KPRL and copies of academic/professional certifications. All security guards shall be vetted by KPRL before deployment to any facility.
37	Shall promptly notify the Security Manager and the station security focal point at KPRL in writing of any changes concerning the deployment of security guards, CCTV controllers, dogs, physical office locations and any other relevant information affecting service delivery.
38	Shall ensure that salaries of all guards on assignment are paid by the 5th day of each month and provide proof of payment during the stakeholders' quarterly contract performance review meetings or upon request.
39	Shall pay guards in accordance with applicable government minimum wage regulations and comply with all other relevant employment laws.
40	Shall at bidders' own cost, and subject to prior approval, provide signage indicating all the KPRL premises are guarded by the contractor, under CCTV coverage and the presence of security dogs.
41	Shall hire and pay salaries to its guards and supervisors independently of KPRL payments and shall demonstrate the financial capacity to cover these costs for at least three (3) months.
42	Shall at bidders' own cost, be responsible for: ▪ Transporting personnel to and from assignments and conducting patrols within the designated areas. ▪ Providing reliable radio communication equipment and relevant work tools as per assignment needs. ▪ Establishing emergency back-up systems for emergency situations. ▪ Implementing a guard monitoring and vehicle tracking system and sharing the platforms with the Security Manager and the station security focal point at KPRL. ▪ Providing search equipment, including metal detectors and undercarriage mirrors. ▪ Preparing and issuing post orders to each guard. ▪ Providing writing materials, occurrence books and registers' at the contractor's cost
43	Shall cooperate with KPRL's security officers, police, the armed/Critical Infrastructure Protection Unit (CIPU) personnel, fire department, National Government Administration Officers (NGAO) and any other relevant authorities whilst performing guarding duties.
44	Shall deploy qualified and experienced supervisors for both day and night shifts as per the schedule of requirements.
45	Shall ensure that all security guards and site supervisors conduct seamless shift handovers at each shift change. This includes the communication of critical information and instructions to the incoming guards and supervisor, as well as the accurate recording of the same in the OB.

46	Shall ensure that guards deployed at KPRL are checked at least three times (3) a day, alongside routine spot checks conducted by their management.
47	Shall ensure that guards promptly respond to emergency situations within their area of deployment and report any threats or hazards to KPRL facilities and personnel.
48	Shall adhere to and enforce the relevant policies, guidelines, and regulations established by KPRL and the government in areas of technical, administrative and labour relations.
49	Shall ensure that guards and supervisors report for duty fifteen (No. 15) minutes before the changeover time and that they do not leave their posts unless relieved, or for a reasonable cause, such as an emergency.
50	Shall ensure that all assignment areas are consistently equipped with the required equipment and personnel in the appropriate positions and numbers.
51	Shall maintain a sufficient pool of reserve guards and supervisors to replace those who are absent due to performance issues, illness, absence, or other reasons. Only guards on permanent employment shall be deployed at KPRL premises. Shall also timely replace defective equipment to enhance seamless operational function.
52	Shall attend a project startup meeting convened by KPRL immediately after the contract signing to review the implementation plan. The project must commence within specified period of the contract signing, with monthly, quarterly, and annual performance reviews conducted by KPRL thereafter to evaluate the contractor's performance.
53	Shall provide security services 24 hours a day, 7 days a week, throughout the contract period, with the following shifts arrangements: i. Dayshift - From 0600 hrs to 1800 hrs. ii. Nightshift - From 1800 hrs to 0600 hrs.
54	Shall ensure that guards do not operate any KPRL equipment, drive KPRL or staff vehicles, or improperly use any other KPRL property without prior authorization.
55	Shall ensure guards and supervisors have access authorization to KPRL sites within 3 rd party-controlled area as may be required, i.e. Kenya Ports Authority.
56	LOT 2 bidders shall ensure CCTV Controllers possess relevant CCTV/control-room training and certification, have at least three (3) years' relevant experience in CCTV monitoring/control-room operations and have demonstratable competence to independently perform the duties assigned.
57	The contract shall be for an initial term of two (2) years, with a performance review at the end of the first year. The contract will be renewed only if performance is deemed satisfactory; otherwise, it will not be renewed.

SUMMARY OF THE SCHEDULE OF REQUIREMENTS**LOT 1 – GUARDING AND SECURITY SERVICES**

S/No.	LOT	Normal Guards	Dog Handlers	Supervisor	Alarm/panic buttons
1	LOT 1	107	19	4	7

LOT 1 - DEPLOYMENT SCHEDULE**SCHEDULE OF AREAS FOR GUARDING AND SECURITY SERVICES (DEPOT, RESIDENCES AND THE WAYLEAVES).**

SNo.	Site	Area of responsibility (AOR)	Normal Guards		Dog Handlers		Supervisor		Alarm/panic buttons
			Day	Night	Day	Night	Day	Night	
1	KPRL Changamwe	Main entry and exit gates, pedestrian gate, Checklist and receptionists.	8	5	-	-	1	1	-
2		Guardroom (office block receptionist).	1	1	-	-	-	-	1
3		Tank farm entry and exit gates, pedestrian gate.	4	2	-	-	-	-	-
4		Staff car park	1	1	-	-	-	-	-
5		Warehouse	1	1	-	-	-	-	-
6		Loading gantries	1	1	-	-	-	-	-
7		Dipping area/Truck loading platform	1	1	-	-	-	-	-
8		Scaffolding Yard/Training ground	1	-	-	1	-	-	-
9		Decommissioned Refinery Plant	2	1	-	1	-	-	-
10		Tank farm/Blending area	1	1	-	-	-	-	-
11		Truck parking	2	2	-	-	-	-	-
12		Contractors' yard/Fire break area	1	-	-	1	-	-	-
13		Surveillance Wall	2	-	-	2	-	-	1
14		Captive power plant	1	-	-	1	-	-	-
15		Gate 10/LPG loading area	1	1	-	-	-	-	-
16		Tank Input	1	1	-	-	-	-	1
17		Gate 15 to Asharami gate	1	-	-	1	-	-	-
18		LPG tanks to Creativity area	1	1	-	-	-	-	-
19		KPRL Sports Club	3	2	-	1	-	-	-
20		KPRL Wayleaves foot patrol	2	2	-	-	-	-	1
21		Refinery Road cages	1	1	-	1	-	-	-
22		Spur line Cages 1-3	1	2	-	-	-	-	-
23		Spur line Cages 5-7 and KPA bridge	1	-	-	2	-	-	1
24		SOT cage	1	1	-	-	-	-	-
25		Proposed Crude gates	4	4	-	-	-	-	-
26	KPRL Staff Housing Estate, Nyali	Guardroom/Entry & Exit gate	2	2	-	-	1	1	1
27		Zone 'A' Estate	1	1	-	-	-	-	-
28		Zone 'B' Estate	1	-	-	2	-	-	-
29		Zone 'C' Estate	1	-	-	2	-	-	-
30		Zone 'D'	1	-	-	2	-	-	-
31		KPRL Saratoga Shamba	2	-	-	2	-	-	-

32		RH 5, Exhibition Road	1	2	-	-	-	-	-
33		RH 8, Exhibition Road	1	2	-	-	-	-	-
34		RH 35, Moyne Drive	1	2	-	-	-	-	-
35		RH 62, Greenwood	1	2	-	-	-	-	-
36		RH 4, Oleander Road	1	2	-	-	-	-	-
37		RH 6, Nyoka Road	1	2	-	-	-	-	-
38		KPRL Kuruwitu Cottages, Vipingo	1	2	-	-	-	-	1
Sub Totals			59	48	-	19	2	2	7
Total Guards			107		19		4		7

LOT 2 - SCHEDULE OF REQUIREMENT - CCTV MONITORING AND SURVEILLANCE SERVICES

S/No.	LOT 2	CCTV Controllers	Supervisors
1	LOT 2	6	2

LOT 2 - DEPLOYMENT SCHEDULE

SCHEDULE OF AREAS FOR CCTV MONITORING AND SURVEILLANCE SERVICES

S/No.	Site	Area of Responsibility	CCTV Controllers		Supervisors	
1	Monitoring will be done at the KPRL Changamwe sites, and that the rest of the sites will be monitored remotely from the KPRL Changamwe sites.	CCTV Control room	Day	Night	Day	Night
			3	3	1	1
Totals			6		2	

KPRL'S OBLIGATIONS.

Without limiting the responsibility of the service provider in any way to complete the Provision of the Services, The KPRL will provide/assist the following:

- i. Assist to obtain security passes.
- ii. Review/Approval of Service Provider's Operating procedures
- iii. Periodic inspection and auditing of the Service Providers' Services
- iv. Ad-hoc inspection of service providers services.
- v. Prepare Key Performance Indicators and Service Level Agreement in conjunction with the Service Providers.

ADDITIONAL CONDITIONS

The following conditions will apply to the successful Service Providers.

1. The service provider shall provide proof of valid insurance coverage at contract signing and maintain updated documentation throughout the contract period. Failure to renew or submit proof within 7 days of expiry shall attract a penalty of Kes 5,000 per day and may result in suspension or termination. KPRL reserves the right to verify policies with underwriters directly.
2. The service provider shall undergo quarterly evaluation and compliance reviews by KPRL to verify standards of service, insurance validity, statutory registrations (NSSF and SHA/SHIF), and staff onboarding. Non-compliance will result in corrective notices, penalties, or termination after 14 days if unresolved.
3. The service provider shall indemnify and hold harmless KPRL, its officers, and agents against all liabilities, claims, losses, or legal proceedings arising out of the service providers non-compliance, negligence or breach of obligations
4. In the event KPRL incurs costs due to service providers breach including but not limited to medical treatment, funeral arrangements, or legal settlements, KPRL shall have the right to recover the full amount from the service provider plus 15% administration surcharge.

PART 2 – TENDER FORMS**SECTION III: TENDER SUBMISSION AND TENDER FORMS**

Tenderers shall complete and submit the following forms as part of their tender submission. Forms may be reproduced on the Tenderer's letterhead provided all required information is retained.

FORM 1: TENDER SUBMISSION FORM

Date: _____

Tender Reference No.: _____

To: Supply Chain Manager, Kenya Petroleum Refineries Limited, Refinery Road, Mombasa, Kenya.

We, the undersigned, offer to provide the following services in accordance with the Tender Documents:

[Description of Services as per Service Specifications]

We confirm that:

- We have read, understood and accept all terms and conditions of the Tender Documents, including the Service Specifications and Scope of Work;
- Our Technical Tender and Financial Tender are attached hereto and form part of this submission;
- Our tender is valid for the period stated in the TDS;
- We have not engaged in and will not engage in corrupt, fraudulent, collusive or coercive practices;
- We have no conflict of interest, or have fully disclosed all conflicts of interest in Form 7;
- We are not debarred by KPRL or any regulatory authority;
- All information provided in this tender is true, accurate and complete;
- We hold all licenses and regulatory approvals required to deliver the services;
- We will maintain all required insurances throughout the contract period;
- We will provide the Performance Security within ten (10) working days of contract signing (where required);
- We commit to comply with KPRL's HSE policies, Data Protection Policy and all applicable Kenyan laws.

The total proposed price for providing the services (exclusive of VAT) is:

KES _____ (in words: _____)

Authorised Signature: _____

Name and Title: _____

Name of Firm / Tenderer: _____

Address: _____

Telephone: _____ Email: _____

Company Seal / Stamp (if applicable): _____

FORM 2: TENDERER INFORMATION / COMPANY PROFILE

Information Category	Details
Full Registered Name of Firm	
Type of Entity	Company / Partnership / Sole Proprietorship / JV
Country of Incorporation / Registration	
Date of Incorporation / Registration	
Certificate of Incorporation / Business Registration No.	
KRA PIN Certificate No.	
VAT Registration Number (if registered)	
Physical / Registered Office Address	
Postal Address	
Telephone	
Email	
Website	
Contact Person for this Tender	
Number of Operational Staff (Kenya)	
Number of Supervisory/Management Staff (Kenya)	
Year Established	
Relevant Trade / Regulatory Licences Held	e.g. PSRA, NEMA, KEBS – list all
Professional / Industry Body Membership(s)	e.g. KAM, KSIA, PSIA, KAFM – list all
Are you a JV / Consortium?	Yes / No (if yes, complete Form 3)

FORM 3: JV / CONSORTIUM AGREEMENT SUMMARY – NOT APPLICABLE

Complete where Tenderer is a JV or Consortium. Full JV Agreement to be attached.

No.	Member Firm Name	Country of Registration	Role	Share of Work (%)
1			Lead / Member	
2			Lead / Member	
3			Lead / Member	

Lead Member (authorised to bind JV): _____

All JV members are jointly and severally liable for full performance of the Contract. Signed by all members with company seals attached.

FORM 4: TECHNICAL TENDER**Section A – Service Delivery Plan**

Describe in detail how you will deliver the required services, covering your operational processes, quality management system, performance monitoring approach and service continuity / contingency arrangements.

[Tenderer to complete]

Section B – Staffing Plan

Position / Grade	No. of Staff	Qualifications	Experience (Years)	Kenyan National (Y/N)
Operations Manager				
Supervisor				
Guards				
Dog Handlers (Lot 1)				
CCTV Controllers (Lot 2).				
CCTV Supervisors (Lot 2).				

Section C – Key Personnel CVs

Provide signed CVs for all supervisory and management personnel. Each CV shall include: full name; qualifications; professional licenses or certifications; years of relevant experience; and at least two (2) references from prior similar assignments.

Section D – Equipment and Resources Schedule

Equipment / Resource	Description / Specification	Quantity	Owned / Leased	Age / Condition

Section E – Method Statement

Provide a step-by-step method statement covering: mobilization and induction; day-to-day service delivery sequence; HSE risk assessment and controls; emergency and incident response procedures; demobilization.

[Tenderer to complete]

Section F – Company Experience (Similar Assignments – Last 5 Years)

Client Name	Contract Description	Contract Value (KES)	Period	Contact Person / Telephone

Section G – Licences, Certifications and Regulatory Approvals

List all licences, permits, certifications and regulatory approvals relevant to the services, attaching copies:

Licence / Certificate	Issuing Authority	License Number	Issue Date	Expiry Date

FORM 5: FINANCIAL TENDER / SCHEDULE OF RATES

Price all items completely. Partial pricing may be grounds for rejection.

PRICING SCHEDULE

TABLE I (LOT 1) - GUARDING AND SECURITY SERVICES (DEPOT, RESIDENCES AND WAYLEAVES) –1ST JANUARY 2027 – 31ST DECEMBER 2028

TENDER FOR PROVISION OF GUARDING, SECURITY AND CCTV MONITORING AND SURVEILLANCE SERVICES						
TENDER NO: KPRL/OT/026.012/2026-2027						
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price (Kes)	Total Price per Service (Col. 5*6)
1	Security Guards	EACH	1 st Jan 2027	107		
2	Supervisor	EACH	1 st Jan 2027	4		
3	Dogs & Handler	EACH	1 st Jan 2027	19		
4	Alarm/panic buttons/service (Per assignment)	EACH	1 st Jan 2027	7		
				Subtotal (KES):		
				Add 16% vat:		
				Total Tender Price (KES)		

NOTE: TRANSFER THIS TOTAL TO THE TENDER SUBMISSION FORM FOR LOT 1

The rates shall remain valid and unchanged during the period of the contract.
Price all items completely. Partial pricing may be grounds for rejection.

Name of authorized representative of the tenderer:

Signature: Date and stamp:

Note: Unit rates shall be used for pricing variations/additions to the scope. All rates shall be inclusive of labour, materials, consumables, equipment, overheads and profit unless otherwise stated.

PRICING SCHEDULE**TABLE II (LOT 2) - PRICED ACTIVITY SCHEDULES - CCTV MONITORING AND SURVEILLANCE SERVICES – 1ST JANUARY 2027 – 31ST DECEMBER 2028.**

TENDER FOR PROVISION OF GUARDING, SECURITY AND CCTV MONITORING AND SURVEILLANCE SERVICES						
TENDER NO: KPRL/OT/026.012/2026-2027						
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price (Kes)	Total Price per Service (Col. 5*6)
1	CCTV Surveillance Supervisor	EACH	1 st Jan 2027	2		
2	CCTV Surveillance Controller	EACH	1 st Jan 2027	6		
				Sub-total:		
				Add 16% vat:		
				Total Price (Kes)		

NOTE: TRANSFER THIS TOTAL TO THE TENDER SUBMISSION FORM FOR LOT 2

The rates shall remain valid and unchanged during the period of the contract
 Price all items completely. Partial pricing may be grounds for rejection.

Name of authorized representative of the tenderer:**Signature: Date and stamp:**

Note: Unit rates shall be used for pricing variations/additions to the scope. All rates shall be inclusive of labour, materials, consumables, equipment, overheads and profit unless otherwise stated.

PRICING SCHEDULE**TABLE III –RATES FOR DRIVERS (Required on need basis).**

NO.	DESCRIPTION	Quantity	Monthly Rate (KES.)	Total Amount (KES.)
1.	PROVISION OF DRIVERS	6		

Rates for Drivers will be on need basis and awarded to the lowest evaluated bidder who will have been successful in either Lot 1 or Lot 2

DRIVER QUALIFICATIONS

1. Minimum age is 25years and above
2. Minimum driving experience of 3years and above
3. Minimum formal Education should be Kenya Certificate of Secondary Education (KCSE) certificate
4. Holder of a valid Kenya National Identification Card (ID)
5. Holder of a valid NTSA Driving License – Minimum Class B
6. Holder of a valid Certificate of Good Conduct from the Directorate of Criminal Investigations (DCI).

Added Advantage:

1. Defensive Driving Certificate from a recognized institution such as the Automobile Association (AA) of Kenya
2. Suitability Test for Drivers (Grade I) from the Ministry of Roads and Public Works
3. First Aid Certificate from a recognized organization

Name of authorized representative of the tenderer:

Signature: **Date and stamp:**

FORM 6: TENDER SECURITY / TENDER SECURING DECLARATION

(Complete as applicable – Bank Guarantee or Tender Securing Declaration per TDS requirement)

BANK GUARANTEE FOR TENDER SECURITY

[Letterhead of Issuing Bank] | Date: _____

To: Kenya Petroleum Refineries Limited

WHEREAS [Name of Tenderer] ('the Tenderer') has submitted a tender dated _____ for the supply of [description of goods] in response to Tender Reference No. _____ ('the Tender');

KNOW ALL PERSONS by these presents that WE [Name of Bank], licensed by the Central Bank of Kenya, of [Address], are bound unto Kenya Petroleum Refineries Limited ('KPRL') in the sum of KES _____ (in words: _____) for which payment, well and truly to be made, we bind ourselves, our successors and assigns jointly and severally.

THE CONDITIONS of this obligation are:

1. The Tenderer withdraws its Tender during the period of Tender validity; or
2. The Tenderer refuses to accept the correction of arithmetic errors; or
3. The Tenderer, having been notified of acceptance, fails to sign the Contract; or
4. The Tenderer fails to furnish the Performance Security within the required period.

We undertake to pay unconditionally to KPRL up to the above amount upon first written demand without cavil or argument and without KPRL having to substantiate its demand.

This guarantee shall remain valid until _____ [30 days beyond the tender validity period].

Bank Authorised Signature: _____ Bank Stamp:

FORM 6: TENDER SECURING DECLARATION (Alternative to Bank Guarantee where permitted by TDS):

We, [Name of Tenderer], hereby declare that we shall not withdraw or modify our tender during the validity period, and that if selected as the successful Tenderer, we shall sign the Contract and furnish the Performance Security within the stipulated periods. We understand that withdrawal or failure to comply will result in KPRL claiming such remedy as may be available.

Signed: _____ Date: _____ Title: _____ Company Seal: _____

FORM 7: CONFLICT OF INTEREST DECLARATION

I/We, [Name of Tenderer], hereby declare that:

- We have no conflict of interest in relation to this procurement, as defined in ITT Clause 3;
- None of our directors, officers, key staff or proposed subcontractors has a financial, family or other relationship with any KPRL employee involved in this procurement;
- We did not assist in the preparation of the Service Specifications or Scope of Work for this procurement;
- [OR] We disclose the following actual or potential conflict of interest: [describe fully]
- We understand that failure to disclose a conflict of interest may result in disqualification and/or contract termination.

Signed: _____ Date: _____ Title: _____

FORM 8: BENEFICIAL OWNERSHIP DISCLOSURE FORM

A beneficial owner is a natural person who ultimately owns or controls 10% or more of the shares or voting rights of the Tenderer, or who otherwise exercises control.

No.	Full Name	Nationality	ID / Passport No.	% Ownership	Nature of Control
1					
2					
3					

Where the Tenderer is publicly listed, state exchange: _____

Signed: _____ Date: _____

FORM 9: ANTI-CORRUPTION DECLARATION

I/We, [Name of Tenderer], solemnly declare that:

- We have not offered, given or promised any inducement, gift, bribe or benefit to any KPRL employee or agent in connection with this tender;
- We have not colluded with any other Tenderer in the preparation of this tender;
- We have not engaged in any fraudulent misrepresentation;
- We will promptly report any attempt to induce corrupt behaviour to KPRL ;
- We understand that breach of this declaration entitles KPRL to disqualify us, terminate the contract, forfeit our security and report us to relevant authorities;
- We comply with the Anti-Corruption and Economic Crimes Act 2003, the Bribery Act 2016, and POCAMLA 2009.

Signed: _____ Date: _____ Company Seal: _____

FORM 10: DATA PROTECTION COMPLIANCE DECLARATION

I/We, [Name of Tenderer], hereby declare and commit that:

- We have read and understood KPRL's requirements regarding data protection and agree to comply with the Data Protection Act 2019 of Kenya;
- We will process personal data received from KPRL only for the purposes of the contracted services and in accordance with KPRL's documented instructions;
- We will implement appropriate technical and organisational security measures to protect personal data;
- We will not transfer personal data outside Kenya without prior written approval from KPRL;
- We will report any personal data breach to KPRL within 24 hours of discovery;
- We will return or securely destroy all personal data at the end of the contract as directed by KPRL.

Signed: _____ Date: _____ Title: _____

FORM 11: SUBCONTRACTOR DISCLOSURE FORM

Complete where the Tenderer proposes to use subcontractors. Subcontracting is subject to KPRL approval and the limits stated in the TDS.

Proposed Subcontractor Name	Country of Registration	Scope of Subcontracted Work	Estimated Value (KES)	% of Contract Value

We confirm that the subcontractors listed above have no conflict of interest with KPRL or with any other tenderer in this procurement.

Signed: _____ Date: _____ Title: _____

PART 3 – TECHNICAL REQUIREMENTS AND EVALUATION CRITERIA

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

KPRL evaluates non-consulting services tenders in a structured four-stage process: (1) Preliminary/mandatory Review; (2) Technical Evaluation; (3) Due Diligence and (4) Financial Evaluation with post qualification. The criteria below apply to all non-consulting services unless modified by the TDS.

A. STAGE 1: PRELIMINARY / MANDATORY REQUIREMENTS (PASS / FAIL)

No.	Requirement	Result
1	Form 1: Tender Submission Form – completed and signed	PASS / FAIL
2	Form 2: Tenderer Information / Company Profile – completed	PASS / FAIL
3	Form 4: Technical Tender – structured as required (all Sections A-G)	PASS / FAIL
4	Form 5: Financial Tender – duly completed, stamped and signed	PASS / FAIL
5	Form 6: Submit Original Tender Security	PASS / FAIL
6	Form 7: Conflict of Interest Declaration – completed	PASS / FAIL
7	Form 8: Beneficial Ownership Disclosure – completed	PASS / FAIL
8	Form 9: Anti-Corruption Declaration – signed	PASS / FAIL
9	Form 10: Data Protection Compliance Declaration – signed	PASS / FAIL
10	Valid KRA Tax Compliance Certificate. The Certificate to be verified with KRA through the TCC Checker	PASS / FAIL
11	Certificate of Incorporation / Business Registration	PASS / FAIL
12	CR12 / CR13 or certificate of registration showing shareholders/owners obtained within the last six months	PASS / FAIL
13	Written declaration that the service provider shall comply with all labour laws and the minimum wage regulations during the entire period of the contract. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for these are Payment of salaries in time - there should be no complaints from your staff of delayed salaries.	PASS / FAIL
14	The service provider to indicate the minimum monthly wage rate inclusive of house allowance to pay each of the categories of staff as per the latest Government Gazette notice on minimum wage rates. Failure to meet the minimum monthly wage inclusive of the house allowance will be disqualified	PASS / FAIL
15	Provide a letter from the Ministry of Labour on compliance of meeting the minimum wages.	PASS / FAIL
16	Bidder to provide a written undertaking to produce payrolls on demand during the contract.	PASS / FAIL
17	Bidder to also provide certified, signed and stamped payrolls for guards and supervisors for 4 specified months, matched against pay slips sampled in the field.	PASS / FAIL

No.	Requirement	Result
18	LOT 1 bidder to provide valid Communication Authority of Kenya (CAK) license for VHF Radio frequency for security communication	PASS / FAIL
19	LOT 1 bidder to submit valid Dog handling certificates/Veterinary certificates	PASS / FAIL
20	Corporate Membership to industry association of Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) or Protective & Safety Association of Kenya (PROSAK)	PASS / FAIL
21	Submit valid registration with Private Security Regulatory Authority (PSRA)	PASS / FAIL
22	Attach a valid copy of the PSRA Certificate of Training for the company Directors and Key Personnel.	PASS / FAIL
23	The bidding firm should demonstrate that their security staff have undergone the mandatory training as per PSRA regulations, and that their guards have been issued with Guard Force numbers.	PASS / FAIL
24	Provide valid registration with Office of Data Protection	PASS / FAIL
25	CCTV Operations – Provide valid Licensing from ICT Authority (Relevant ICTA 1 License) for LOT 2 bidders.	PASS / FAIL
26	Provide Insurance – WIBA, Fidelity Guarantee	PASS / FAIL
27	Provide Current Compliance Certificates from National Social Security Fund (NSSF) and payment remittance advice for the months of July, August & September 2026. They should be valid as at tender opening and stamped by the issuing authority.	PASS / FAIL
28	Provide Current Compliance Certificates from Social Health Act Fund (SHA) and payment remittance advice for the months of July, August & September 2026. They should be valid as at tender opening and stamped by the issuing authority.	PASS / FAIL
29	Power of Attorney signed and stamped by a Commissioner for Oaths. The person lawfully authorized by the Power of Attorney shall sign all forms and documents in the tender. A power of Attorney shall not be required where the bidder is a sole proprietor or the only shareholder/director of a company.	PASS / FAIL
30	Tender submitted by deadline and valid for required period	PASS / FAIL

Note:

At this stage, the tenderer's submission will be classified as either RESPONSIVE or NON-RESPONSIVE. Any non-responsive submission in relation to the mandatory requirements listed above will be eliminated and will not be considered for further evaluation.

B. STAGE 2: TECHNICAL EVALUATION

Tenders that pass the preliminary/mandatory review shall be evaluated on the following technical criteria. Only tenders meeting the technical requirements shall proceed to financial evaluation.

No	Description of criteria		Requirement (Documentary evidence to be attached)	Confirm submission	
				Yes	No
1	Physical Facilities				
	A.	Bidders must confirm the availability of physical offices within the Regions they have bid for. KPRL operates in Mombasa and Kilifi Counties.	Attach copies of the following documents for the areas: -Office lease agreements or title deeds. -Valid business permits permitting operations within the respective areas. -Provide physical address and a statement on whether the premises are owned or leased.		
2	Company Profile and Financial Capability				
	A	The number of years the bidder has been providing security services bid for: The bidder must have a minimum of five (5) years of cumulative experience in providing continuous security guarding services and/or CCTV surveillance.	-Bidders must attach the following documents: -A Certificate of Incorporation. -Copy of one security contract executed in the respective years as proof of experience.		
	B	Must submit copies of Certified Audited financial accounts for the last three (3) years i.e. Year 2023, 2024, and 2025. The audited accounts must be provided as per guidelines by the Institute of Certified Public Accountants Kenya (ICPAK).	Attach certified, signed, and stamped copies of the audited accounts for the respective years. Must be signed and stamped by a Certified Public Accountant indicating his/her membership number. Financial Test may be undertaken		
	C	The bidder must have successfully executed contracts for the services bided for with at least three (3) corporate organizations, within the last five (5) years (2022-2026), involving 150 or more security guards for LOT 1 bidders and 10 or more CCTV controllers for LOT 2 bidders.	Attach the following documents: -Copies of signed and stamped contracts and LPOs for the respective contracts from the three (3) respective organizations. -Letters of recommendation / reference for the respective contracts.		
	D	The bidder must be certified as ISO 9001:2015 (or equivalent)	Attach the following documents: -ISO 9001:2015 certificate. -Audit report for the last three (3) years. -ISO documentation, including the following: -Organizational chart. -Security policy. -Work instructions and procedures.		
	E	Specific details of service	Dully filled, signed and stamped form in Section B (II) – Specific Details of Service (SDS).		

3	Personnel Competency Profile				
	A	Operations Manager			
		Operations manager academic qualification: At least a bachelor's degree and above in a security related field.	Attach a certified copy of the degree certificate, duly certified by Commissioner of Oaths.		
		Experience as an operations manager in security industry: At least 5 years and above.	Attach a comprehensive, signed CV and a letter of recommendation from the respective employer(s).		
		Have police clearance certificate.	Attach a valid copy of police clearance certificate, issued within the last 12 months.		
	B	Security Supervisors – Provide profiles for security supervisors for either or both LOT(S) bided for.			
		Security Supervisors Provide profiles for security supervisors (No.s as specified in the schedule of requirements), each with a minimum academic qualification of a Diploma or higher in a security-related field. Computer literate. For LOT 2, supervisors must possess additional qualifications as CCTV professionals.	-Attach a certified copy of the Diploma or higher certificate, in security-related field for security supervisors duly certified by Commissioner of Oaths. -Attach a copy of the computer literacy certificate duly certified by Commissioner of Oaths. -Attach CCTV certifications such as Certified Security Surveillance Professional (CSSP) or Certified CCTV supervisor, for LOT 2 bidders		
		Experience as a supervisor in security industry: - Minimum of three (3) years' experience as a supervisor in the security industry, either in the military, law enforcement, or private security services (security firms).	Attach a comprehensive, signed CV and a letter of recommendation from the respective employer(s), both duly certified by a Commissioner of Oaths.		
		Have Police Clearance Certificate.	Attach a copy of Police Clearance Certificate, issued within the last 12 months.		
	C	Security guards - Provide profiles for security guards – At least twenty (20 No.) for LOT 1 and three (3 No.) for LOT 2			
		Security guards Provide evidence the specified number of security guards with “O” level academic qualification (at least a D plain) and previously served in police, military, prisons or National Youth Service (NYS) or private security services (security Firms). For LOT 2 bidders, provide evidence of CCTV operator training and certification plus proof of relevant experience in high-risk environment.	-Attach copies of ‘O’ level and professional certificates duly certified by a Commissioner of Oaths. -Evidence of employment (Attach certificates of discharge or service duly certified by a Commissioner of Oaths. -Letters of recommendation from the respective private security services (security firms). -Attach CVs of proposed CCTV Controllers and professional certifications.		
		Have Police Clearance Certificate.	Attach a copy of the Police Clearance Certificate, issued within the last 12 months.		
4	Technical capacity and working tools				
	A	Proof of fleet capacity: LOT 1 bidder must provide evidence of -	-Attach copies of respective logbooks and tracking certificates for the vehicles and motorbikes.		

		2 branded 4WD operational vehicles of 2000cc and above with trackers, 2 motorbikes of 175cc and above, and a Rapid Intervention vehicle with firefighting capability. The vehicles must be available 24 hours to this Service, including rapid response, emergencies and spot checks. The vehicle (s) must be in good mechanical condition and not more than 8 years old from the date of manufacture -A special carriage to ferry K9 officers compliant to the Prevention of Cruelty to Animals Act (CAP 360).	-Attach copy of lease agreement (where leased). -Attach proof of company branded special carriage for K9 transport and license, where applicable.		
	B	An operational motorbike dedicated to the Tenderer's security assignments. LOT 1 bidder must provide 1 motorbike dedicated to security assignments.	-Attach a certified copy of a logbook for the motorbike in the company's name or copy of lease agreement. -Attach a copy of a tracking certificate for the motorbike		
	C	LOT 1 bidder must provide evidence of a real-time security guard monitoring system with the capacity to monitor guards in the field, carry out private call, priority call, and group call functionalities, and ability to upload photos and videos in real time. Live video streaming and text messaging support. Bidders must ensure that their proposed solution meets the outlined requirements and provide comprehensive demonstration of the solutions integration, functionality and compatibility during tender evaluation process.	Attach proof of ownership or contract		
	D	LOT 1 bidder must provide multifunctional communication devices that are deployable on ruggedized, NFC-enabled hardware. These devices must support android operating systems, be locally type-approved and comply with LTE, WI-FI and DMR standards to ensure seamless operation in security applications. Additionally, for LOT 1 bidder, as a contingency for sites with limited cellular connectivity or restricted areas, the bidder to provide a minimum of 3 base radio sets and 35 radio communication devices (VHF/HF) to maintain reliable communication in all operational scenarios.	-Attach a copy of a valid frequency license (Not payment Receipts) from Communication Authority of Kenya for current area of operation. -Attach a list of serial numbers of each radio. The copy must be certified by Commissioner of Oaths.		
	E	LOT 1 bidder must prove the existence of a radio network with central command and an alarm response system and capability.	Attach a copy of the valid license for the alarm and communication system (not payment receipts) issued by the Communications Authority of Kenya.		
	F	LOT 1 bidder must have at least 16 serviceable handheld scanners and 8	Attach copies of ownership documents (Invoice and receipts).		

		under-vehicle search mirrors for security operations.			
	G	LOT 1 bidder must have at least ten (10) trained and vaccinated dogs, either owned or leased, for security operations.	Attach valid vaccination certificates from a licensed veterinarian for at least ten (10) dogs, and training certificates for at least ten (10) handlers. -Letters of recommendation for dog handlers from the respective private security services (security firms). OR Where the bidder has leased dogs, attach a lease agreement with the entity providing the dogs and dog handlers. Additionally, attach valid vaccination certificates for at least ten (10) dogs and at least ten (10) training certificates for the handlers.		
5	Training				
	A	Provide framework for: - -Guards' duty rostering methodology. -Selection, recruitment and vetting process. -Training and refresher schedules. -Discipline Management procedure and staff replacement arrangements. -Performance monitoring and supervision arrangements. Provide minimum curricula, modes of training, modes of testing, and training materials for security guards.	Attach the following documents: -A detailed duty rostering methodology, including shift structures and coverage plans. -A comprehensive recruitment policy, including the selection, recruitment, and vetting process. -Training programs for basic training, professional skills development, and refresher courses. -Discipline manuals/procedure -Appraisal manual/template -Training curricula, operation methodologies/procedures.		
	B	Bidders to Provide evidence of guards' training in the following: - -CCTV camera, radio communication and access control systems operation. -Threat identification. -Emergency/ distress response and rescue or evacuation. -First aid training from a reputable organization e.g. St John's ambulance. -Counterterrorism -Firefighting -Customer care -Communication skills and report writing -Physical fitness/drill/endurance -Incident reporting and record keeping.	Attach copies of certificates of at least ten (10) security guards who completed the respective security training at NITA-accredited institution within the last one year, with each training program being at least 40 hours in duration.		
6	Site Visit				
		Bidder must have attended the scheduled Mandatory Site Visit	Attach duly signed and stamped site visit certificate		

Only bidders who meet the technical requirements shall progress to SECTION B (III): DUE DILIGENCE.'

SECTION B (II) - SPECIFIC DETAILS OF SERVICE (SDS)

The bidder is required to complete and sign the forms for all specified requirements and submit them along with the other requested documents. Bidders are required to indicate their commitment to meet each service specification by marking **"Yes"** / **"No"** against each item, confirming their intention to fulfill the service requirements upon award. Any other response in the column will be treated as NON-RESPONSIVE.

S/ NO.	MINIMUM REQUIREMENTS/DETAILS OF SERVICE SPECIFICATIONS	Bidder's Response ("Yes" or "No")
1	Shall do all things reasonably necessary, incidental to or connected with the fulfillment of its obligations in providing security services to KPRL.	
2	Shall perform all duties and functions authorized by law, and any other necessary tasks for the effective execution of security services at KPRL.	
3	Shall adhere to the highest industry standards in the execution of all security services at KPRL.	
4	Shall be liable for any loss suffered by KPRL due to the actions or omissions of the contractor's employees during the course of their employment and shall compensate KPRL for such loss within thirty (30) days from the time of the incident.	
5	Shall indemnify KPRL, its servants, and agents against any loss or damage to property or bodily injury sustained by its servants or agents or any of them, due to any act, omission or neglect by the contractor, its servants, or agents while performing their duties. This indemnity also extends to cover any dishonesty by the contractor's security guards while performing their duties at KPRL.	
6	Shall ensure that security guards deployed at KPRL facilities meet the following requirements: a. 21 years and above b. Completed at least Form Four education with a minimum Mean Grade of D or higher. c. A valid Certificate of Police Clearance. d. A valid National Identification Card. e. Registered with the Private Security Regulatory Authority (PSRA) and/or issued with a Guard Force Number. f. A valid security guard training certificate from an approved training institution. g. A minimum of three (3) years of experience in security industry. h. Physical and mental fitness to effectively perform their duties.	
7	Shall prevent the commission and omission of crimes by deploying well-trained and vigilant security guards at KPRL facilities.	
8	Shall provide all security guards deployed at KPRL facilities with detailed work instructions and Standard Operating Procedures (SOPs) to ensure effective performance of their duties.	
9	The contractor shall ensure that all guards and supervisors engaged in providing security services maintain good discipline and always exhibit acceptable behavior, in order to prevent situations that could negatively affect KPRL's business operations.	
10	The contractor shall observe and comply with all security, safety, operational, or administrative regulations, instructions, guidelines or rules issued by KPRL, either periodically or as required.	
11	The LOT 1 bidder shall at own cost install automated security guard monitoring system at the identified stations and vehicle tracking application on its operational vehicle (s) and share the platforms with the procuring entity for real-time monitoring. In the case of the wayleaves, shall deploy an automated security guard patrol monitoring system and share the platform with KPRL for real-time monitoring. The system should be capable of generating real-time reports, tracking patrol activities, providing alerts, and offering weekly printouts or reports as needed, in accordance with the schedule of requirements.	
12	Shall be responsible for safeguarding and protecting KPRL's personnel, property, materials, and equipment from unauthorized use, loss, theft, trespassing, terrorism, espionage and sabotage. This will be achieved through effective access control,	

	screening, and/or searching of personnel and vehicles using available tools and equipment, such as metal detectors and CCTV, to detect and address suspicious activities. This responsibility shall also include regular foot patrols of the premises, site buildings, Right of Way areas (where applicable), and parking areas, always ensuring continuous surveillance.	
13	Shall provide, at own cost, all necessary tools required for the work, including but not limited to notebooks, pens, flashlights, truncheons, serviceable radio communication equipment (VHF radios/mobile phones, etc.) linked to the control room and manned on a 24-hour basis, handheld metal detectors, and belly scopes as per service requirements. All equipment, instruments, and apparatus shall be supplied by the contractor and shall remain the sole property of the contractor.	
14	As per service requirements, the contractor shall provide complete company-branded uniforms, including but not limited to: 2 shirts/blouses, 2 trousers, 2 sweaters/pullovers, 1 pair of serviceable military boots, 1 leather belt, 1 whistle with lanyard, 1 great coat, 1 reflective jacket, 1 raincoat, 1 peak cap, 1 truncheon, guards' identification badge with photo, name, and company logo; as well as 2 suits, ties, and shoes (where applicable and as required to complement KPRL's corporate standards). Personal protective equipment, such as helmets, reflective jackets, safety shoes, gloves, masks, etc., shall also be provided as per KPRL safety requirements.	
15	Shall promptly replace worn-out or faded uniforms during all assignments to maintain a professional and presentable appearance.	
16	Shall, in consultation with the Security Manager, conduct quarterly Security Risk Assessments at all KPRL facilities including the Wayleaves and submit a detailed report and other reports as may be required of it by the Security Manager or the station security focal point at KPRL.	
17	LOT 1 bidder shall be able to send adequate quick response and backup crew to KPRL's facilities or infrastructure at short notice, including alarm response, in the event of an emergency, at no additional cost to KPRL.	
18	LOT 1 bidder shall ensure that firefighting equipment is maintained at designated locations and remains untampered with.	
19	Shall provide guards who are trained in the following areas: ▪CCTV camera operations, radio communication and access control systems operation. ▪Threat identification. ▪Emergency/ distress response and rescue or evacuation. ▪First aid training from a reputable organization e.g. St John's ambulance. ▪Anti-terrorism & Counterterrorism ▪Firefighting ▪Customer care ▪Communication skills and report writing ▪Physical fitness/drill/endurance ▪Incident reporting and record keeping.	
20	Shall conduct quarterly refresher training sessions on counterterrorism, firefighting, safety and First Aid, integrity, security procedures, emerging threats, CCTV operations and customer service or public relations for all security guards deployed at KPRL.	
21	LOT 1 bidder shall ensure that all visitors and customers at KPRL facilities/stations are courteously received, recorded through the Visitor Management System, assisted, and directed.	
22	Shall ensure that security guards are customer-focused and maintain professionalism consistently in the execution of their duties.	
23	Shall implement security measures to prevent criminal activities, including theft, fraud, arson, destruction of property, and other related crimes.	
24	LOT 1 bidder shall implement the right to search employees, visitors, customers, and their vehicles to prevent the unauthorized entry of suspicious items, equipment, or materials onto the premises. Additionally, the contractor shall ensure that all property removed from KPRL premises is properly authorized and shall record and verify the gate passes issued.	

25	The contractor shall ensure that any interference with the perimeter protection of KPRL properties, premises or wayleave is promptly identified and reported to the Security Manager and the station security focal point at KPRL.	
26	Shall ensure that no unauthorized and/or suspicious items, materials or persons are allowed entry into KPRL's premises.	
27	The bidder shall provide literate and trained guards who are capable of using radio communication equipment and modern office tools, including CCTVs, visitor management and access control systems, telephones, and other relevant systems.	
28	LOT 1 bidder shall arrest or restrain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence and handover to police.	
29	Shall prevent unauthorized movements within KPRL properties and premises, including access to controlled or restricted areas.	
30	Shall ensure that guards maintain security registers i.e. Occurrence Books (OB), vehicle movement registers and other operational records as applicable. These registers shall be reviewed and countersigned by the station security focal point by 0800 hours daily or as required.	
31	Shall not impose any additional charges for services provided on Saturdays, Sundays, or public holidays. Shall also ensure adhoc deployment during emergencies and ceremonial functions at KPRL facilities.	
32	Shall provide duly executed daily attendance sheets for all guards as proof of service.	
33	LOT 1 bidder shall record, manage, and control the movement of motor vehicles, including KPRL vehicles, entering and leaving KPRL premises, as well as manage parking.	
34	Shall ensure that each guard and supervisor deployed is adequately relieved and provided with off-duty time at the contractor's expense.	
35	Shall monitor all water, gas, products, and electrical installations at KPRL to detect any breakdowns, spillages, or wastage and take immediate action as necessary to ensure safety and security.	
36	Shall provide a list of all guards to be deployed, including their names, I.D. numbers, cell phone numbers, professional references, and current residence locations, and shall conduct background checks on all guards before deployment. The bidder shall provide the following documents prior to engagement: •Valid police clearance certificates for all guards. •Detailed Curriculum Vitae (CV) for all guards deployed at KPRL and copies of academic/professional certifications. All security guards shall be vetted by KPRL before deployment to any facility.	
37	Shall promptly notify the Security Manager and the station security focal point at KPRL in writing of any changes concerning the deployment of security guards, CCTV controllers, dogs, physical office locations and any other relevant information affecting service delivery.	
38	Shall ensure that salaries of all guards on assignment are paid by the 5th day of each month and provide proof of payment during the stakeholders' quarterly contract performance review meetings or upon request.	
39	Shall pay guards in accordance with applicable government minimum wage regulations and comply with all other relevant employment laws.	
40	Shall at bidders' own cost, and subject to prior approval, provide signage indicating all the KPRL premises are guarded by the contractor, under CCTV coverage and the presence of security dogs.	
41	Shall hire and pay salaries to its guards and supervisors independently of KPRL payments and shall demonstrate the financial capacity to cover these costs for at least three (3) months.	
42	Shall at bidders' own cost, be responsible for: Transporting personnel to and from assignments and conducting patrols within the designated areas. Providing reliable radio communication equipment and relevant work tools as per assignment needs. Establishing emergency back-up systems for emergency situations. Implementing a guard monitoring and vehicle tracking system and sharing the platforms with the Security Manager and the station security focal point at KPRL. Providing search equipment, including metal detectors and undercarriage mirrors.	

	Preparing and issuing post orders to each guard. Supplying writing materials for guards.	
43	Shall cooperate with KPRL's security officers, police, the armed/Critical Infrastructure Protection Unit (CIPU) personnel, fire department, National Government Administration Officers (NGAO) and any other relevant authorities whilst performing guarding duties.	
44	Shall deploy qualified and experienced supervisors for both day and night shifts as per the schedule of requirements.	
45	Shall ensure that all security guards and site supervisors conduct seamless shift handovers at each shift change. This includes the communication of critical information and instructions to the incoming guards and supervisor, as well as the accurate recording of the same in the OB.	
46	Shall ensure that guards deployed at KPRL are checked at least three times (3) a day, alongside routine spot checks conducted by their management.	
47	Shall ensure that guards promptly respond to emergency situations within their area of deployment and report any threats or hazards to KPRL facilities and personnel.	
48	Shall adhere to and enforce the relevant policies, guidelines, and regulations established by KPRL and the government in areas of technical, administrative and labour relations.	
49	Shall ensure that guards and supervisors report for duty fifteen (No. 15) minutes before the changeover time and that they do not leave their posts unless relieved, or for a reasonable cause, such as an emergency.	
50	Shall ensure that all assignment areas are consistently equipped with the required equipment and personnel in the appropriate positions and numbers.	
51	Shall maintain a sufficient pool of reserve guards and supervisors to replace those who are absent due to performance issues, illness, absence, or other reasons. Only guards on permanent employment shall be deployed at KPRL premises. Shall also timely replace defective equipment to enhance seamless operational function.	
52	Shall attend a project startup meeting convened by KPRL immediately after the contract signing to review the implementation plan. The project must commence within specified period of the contract signing, with monthly, quarterly, and annual performance reviews conducted by KPRL thereafter to evaluate the contractor's performance.	
53	Shall provide security services 24 hours a day, 7 days a week, throughout the contract period, with the following shifts arrangements: Dayshift - From 0600 hrs to 1800 hrs. Nightshift - From 1800 hrs to 0600 hrs.	
54	Shall ensure that guards do not operate any KPRL equipment, drive KPRL or staff vehicles, or improperly use any other KPRL property without prior authorization.	
55	Shall ensure guards and supervisors have access authorization to KPRL sites within 3 rd party-controlled area as may be required, i.e. Kenya Ports Authority.	
56	LOT 2 bidders shall ensure CCTV Controllers possess relevant CCTV/control-room training and certification, have at least three (3) years' relevant experience in CCTV monitoring/control-room operations and have demonstratable competence to independently perform the duties assigned.	
57	The contract shall be for an initial term of two (2) years, with a performance review at the end of the first year. The contract will be renewed only if performance is deemed satisfactory; otherwise, it will not be renewed.	

Bidder's Signature ----- Date & Stamp: -----

SECTION B (III): - DUE DILIGENCE

The procuring entity will conduct a due diligence to verify the qualifications submitted by the bidder before making the final recommendation for award. Bidders must meet all the criteria outlined below in order to proceed to the financial evaluation stage.

The following procedures will be followed during each site visit.

- a. Verification of Physical premises
- b. Verification that the office is located on the premises indicated in the bidder's submission under technical evaluation criterion.
- c. Staff and Office Equipment
 - i. Number of administrative staff - At least 5 number
 - ii. Support staff - At least 5 number
 - iii. Technical staff - Operations Manager & Supervisors indicated in the submitted CV
 - iv. Adequate office space for staff
- d. Communication equipment: bidders should demonstrate how they effectively communicate, monitor and track teams in the field real time:
 - Handheld radios
 - Security Control room equipped with real-time monitoring systems.
 - Base stations long range radio coverage

Verification of the following documents submitted for evaluation under the technical evaluation criteria.

DUE DILIGENCE CRITERIA

No.	Technical Evaluation Criteria		Due diligence criteria	Complied /Not complied
1	Physical facilities			
	A	Office Availability Bidders must confirm the availability of offices in the regions they have bid for. KPRL operates in Mombasa and Kilifi Counties.	▪Existence of physical offices with the requisite number of staff and levels. ▪Office lease agreements or title deeds. ▪Valid business permits to operate within the respective areas.	
2	Company Profile and Financial Capability			
	A	The bidder must be ISO 9001:2015 certified.	▪ISO 9001:2015 certificate. ▪Audit report for the last three (3) years. ▪ISO documentation, including the following: ✓ Organizational chart ✓ Security policy ✓ Work instructions and procedures. ✓ Occupational Health Safety & Environment policy.	
3	Technical capacity and working tools			
	A	Proof of fleet capacity: LOT 1 bidder must provide evidence of - A branded operational motor vehicle (s), available 24 hours to this Service, including rapid response, emergencies and spot checks. The vehicle (s) must be in good mechanical condition	Availability of at least one branded operational motor vehicle (s), equipped with tracking device(s). Availability of a dedicated vehicle tracking system.	

		and not more than 8 years old from the date of manufacture. -A special carriage to ferry K9 officers compliant to the Prevention of Cruelty to Animals Act (CAP 360).	-At least one vehicle logbook in the company's name or copy of lease agreement. -Availability of a company branded special carriage for K9 transport and copy of license, where applicable.	
	B	Operational motorbike dedicated to the Tender's security assignments. The LOT 1 bidder must provide a minimum of one motorbike dedicated to security assignments.	-Availability of at least one motorbike with a logbook in the Company's name or copy of a lease agreement. -Availability of a dedicated motorbike tracking system.	
	C	The LOT 1 bidder must provide evidence of a real-time security guard monitoring system with the capacity to monitor guards in the field, carry out private call, priority call, and group call functionalities, ability to upload photos and videos in real time. Live video streaming and text messaging support. Bidders must ensure that their proposed solution meets the outlined requirements and provide comprehensive demonstration of the solutions integration, functionality and compatibility during tender evaluation process.	Availability of real-time security guard monitoring system with the capacity to monitor guards in the field, carry out private call, priority call, and group call functionalities, ability to upload photos and videos in real time. Live video streaming and text messaging support.	
	D	LOT 1 bidder must provide multifunctional communication devices that are deployable on ruggedized, NFC-enabled hardware. These devices must support android operating systems, be locally type-approved and comply with LTE, WI-FI and DMR standards to ensure seamless operation in security applications. Additionally, for LOT 1 bidder, as a contingency for sites with limited cellular connectivity or restricted areas, the bidder to provide a minimum of 3 base radio sets and 35 radio communication devices (VHF/HF) to maintain reliable communication in all operational scenarios.	Availability of multifunctional communication devices that are deployable on ruggedized, NFC-enabled hardware. Availability of a minimum of a minimum of 3 base radio sets and 35 radio communication devices (VHF/HF) to maintain reliable communication in all operational scenarios.	
	E	LOT 1 bidder must prove the existence of a radio network with central command and an alarm response system and capability.	Availability of radio network with central command and an alarm response system and capability.	
	F	LOT 1 bidder must have at least 16 serviceable handheld scanners and 8 under-vehicle search mirrors for security	Availability of at least 16 serviceable handheld scanners and 8 under-vehicle search mirrors for security operations.	

		operations.	
	G	LOT 1 bidder must have at least ten (10) trained and vaccinated dogs, either owned or leased, for security operations and a specialized company branded carriage for security dogs.	Availability of at least ten (10) trained and vaccinated dogs, either owned or leased, for security operations and a specialized carriage for security dogs.

Note:

- Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification. Bidders will be required to produce original Certificates for ease of verification.
- The procuring entity reserves the right to carry out independent investigations to verify the accuracy of information provided.
- The minimum wage guidelines as stipulated in the prevailing gazette notice (s) must be reflected in the financial bids.
- Non-complying financial rates will result to disqualification in the financial evaluation
- Only bidders who pass Stage 2 and Section B shall progress to financial evaluation.

C. STAGE 3: FINANCIAL EVALUATION

Only technically compliant tenders shall proceed to financial evaluation. KPRL shall:

- Review the Pricing Schedule for completeness and any missing or zero-priced items;
- Correct arithmetic errors (unit price prevails over total; words prevail over figures);
- Identify any substantially unbalanced bids (abnormally low) and assess the risk;
- Terms of payment in comparison to Employer's preferred payment terms;
- Bidder with the least Total Evaluated Cost will be considered for award, subject to post-qualification.
- A bidder will be awarded either LOT 1 or LOT 2 assignments but NOT both. Where a bidder is lowest on both LOT, the bidder will be awarded the LOT with the higher amount; while the other LOT will be awarded to the second lowest bidder.

D. POST-QUALIFICATION VERIFICATION

Post-qualification verification shall be conducted on the lowest evaluated bidders for Lot 1 and Lot 2. If a bidder does not pass this criterion, the bidder shall not be awarded the tender.

KPRL shall verify the qualifications, licences, references and good standing of the recommended Tenderer before award. Such verification may include, without limitation, the following (with amendments at KPRL's discretion):

Verification Item	Minimum Requirement
Tax Compliance	Valid KRA Tax Compliance Certificate; PIN Certificate
Regulatory Licenses	Valid licenses specified in TDS (e.g. NSSF, SHIF, SHA, PSRA, KSIA. PSIA for security, NEMA for environmental services) where applicable
Financial Capacity	Average annual turnover $\geq [1.5 \times]$ contract value in last 3 years (audited accounts)
Public Liability Insurance	Adequate cover for the nature and scale of services (specified in TDS)
Employer's Liability / WIBA	Compliance with Work Injury Benefits Act 2007 for all personnel where applicable

Verification Item	Minimum Requirement
Similar Contracts	At least [3] successfully completed contracts of similar nature and scale in last 5 years
Client References	At least [3] satisfactory references; KPRL may contact referees directly
HSE Record	No material safety incidents or enforcement actions in last 3 years
No Adverse Findings	No current litigation, debarment, regulatory sanction or adverse findings. For bidders that have previously undertaken contracts for KPRL, past performance shall form part of the post-qualification evaluation. KPRL reserves the right to assess the bidder's performance on previous or ongoing contracts, including but not limited to quality of work, adherence to contract requirements, delivery timelines, safety performance, responsiveness, and resolution of defects or contractual issues. Any adverse performance record associated with such related entities may be considered in determining the bidder's suitability for award. Bidders with a history of unsatisfactory performance shall be deemed non-responsive at the post-qualification stage.

PART 4 – GENERAL CONDITIONS OF CONTRACT FOR NON-CONSULTING SERVICES (GCC-NCS)

SECTION V: GENERAL CONDITIONS OF CONTRACT FOR NON-CONSULTING SERVICES (GCC-NCS)

These General Conditions of Contract apply to all non-consulting service contracts entered into by KPRL, unless amended or supplemented by the Special Conditions of Contract (SCC).

1. DEFINITIONS

In this Contract, unless the context otherwise requires:

- "Assignment" or "Services" means the non-consulting services to be provided by the Service Provider under the Contract, as described in the Scope of Work / Service Specifications;
- "Client" means Kenya Petroleum Refineries Limited;
- "Contract" means the agreement entered into between KPRL and the Service Provider, comprising all Contract Documents;
- "Contract Documents" means, in order of priority: The Contract Agreement; the SCC; these GCC-NCS; the Service Specifications and Scope of Work; the Service Provider's accepted Technical Tender; the Service Provider's Financial Tender; any Addenda;
- "Contract Price" means the total remuneration payable to the Service Provider for full performance, as set out in the Contract Agreement;
- "Contract Manager" means the KPRL representative responsible for day-to-day oversight of the Contract, as named in the SCC;
- "Data Protection Act" means the Data Protection Act 2019 of Kenya and any amendments thereto;
- "Deliverable" means any report, record, plan, certificate, output or other item required to be submitted by the Service Provider under the Contract;
- "Force Majeure Event" has the meaning given in GCC-NCS Clause 19;
- "GCC-NCS" means these General Conditions of Contract for Non-Consulting Services;
- "Key Personnel" means supervisory and management personnel identified as key in the accepted Technical Tender;
- "SCC" means the Special Conditions of Contract;
- "Service Provider" means the successful Tenderer awarded the Contract;
- "Site" means the KPRL premises, facilities, pipeline corridors or other locations where services are to be delivered;
- "Scope of Work" or "Service Specifications" means the detailed description of the services forming part of the Contract Documents;
- "Subcontractor" means any person or entity to whom the Service Provider subcontracts a portion of the services with KPRL's written approval.

2. APPLICABLE LAW AND JURISDICTION

2.1 This Contract shall be governed by the laws of Kenya.

2.2 The Parties submit to the exclusive jurisdiction of the courts of Kenya, subject to the dispute resolution provisions in GCC-NCS Clause 22.

3. LANGUAGE

3.1 This Contract and all records, reports, correspondence and communications shall be in English.

4. SCOPE OF SERVICES

4.1 The Service Provider shall perform the services described in the Scope of Work and Service Specifications with the skill, care and diligence expected of an experienced, competent and reputable service provider in the relevant service sector.

4.2 The Service Provider shall not subcontract any part of the services without the prior written consent of KPRL. Approved subcontracting shall not exceed the limits stated in the SCC. Subcontracting does not relieve the Service Provider of any obligation under the Contract; the Service Provider remains fully responsible for the acts and omissions of its subcontractors.

4.3 The Service Provider shall be responsible for obtaining and maintaining all regulatory licences, permits and approvals required to deliver the services throughout the contract period.

4.4 Changes to the scope, volume or schedule of services shall be agreed in writing by both parties as a Contract Amendment (Form C4). No variation shall be executed without written authorization from KPRL. KPRL shall pay for authorised additional work at the rates in the Contract or as otherwise agreed.

5. PERFORMANCE STANDARDS AND SERVICE LEVELS

5.1 The Service Provider shall deliver services to the performance standards and service levels specified in the Scope of Work and SCC. Where Service Level Agreements (SLAs) are incorporated, the Service Provider shall meet all KPIs and response times.

5.2 KPRL shall have the right to carry out inspections, audits and quality checks of service delivery at any time during the contract period, with reasonable notice.

5.3 The Service Provider shall comply with all applicable KPRL policies, site rules, codes of conduct and operational procedures communicated in writing, including HSE, data protection, access control and anti-corruption policies.

5.4 Failure to meet agreed performance standards shall entitle KPRL to apply liquidated damages, issue a Performance Improvement Notice or, where persistent, to terminate the Contract.

6. KEY PERSONNEL AND STAFFING

6.1 The Service Provider shall maintain adequate numbers of suitably qualified, trained and experienced personnel at all times to deliver the services in full. Minimum staffing levels shall be as specified in the SCC or accepted Staffing Plan.

6.2 The Service Provider shall not replace or substitute Key Personnel without prior written approval from KPRL. Replacement Key Personnel shall have qualifications and experience at least equivalent to those being replaced.

6.3 If KPRL finds that any personnel are performing unsatisfactorily, are conducting themselves improperly or are a security risk, KPRL may request their immediate removal from the Site. The Service Provider shall comply within 24 hours of written notice and replace the individual within 5 working days.

6.4 The Service Provider shall ensure that all personnel deployed on this Contract have received appropriate induction training, including KPRL's mandatory HSE induction, before commencing work on Site.

6.5 The Service Provider shall maintain an up-to-date register of all personnel deployed on the Contract and make it available to KPRL on request.

7. EQUIPMENT, MATERIALS AND CONSUMABLES

7.1 The Service Provider shall provide all equipment, tools, materials, consumables, uniforms, PPE and other resources required to deliver the services, unless KPRL-supplied items are specified in the SCC.

7.2 All equipment shall be maintained in safe working order and in compliance with applicable legislation and manufacturer specifications. Equipment registers, maintenance logs and certification records shall be maintained and produced on request.

7.3 The Service Provider shall not remove any KPRL equipment, assets or materials from Site without written authorisation.

8. REPORTING AND COMMUNICATION

8.1 The Service Provider shall submit service delivery reports at the frequency and in the format specified in the SCC, covering: services performed; incidents, near-misses and complaints; KPI performance; staffing and equipment status; and any issues requiring KPRL attention.

8.2 The Service Provider shall attend Contract review meetings as required by KPRL, at no additional cost.

8.3 All formal notices and correspondence under this Contract shall be in writing, addressed to the Contract Managers of the respective parties.

9. PAYMENT

9.1 KPRL shall pay the Service Provider in accordance with the payment schedule and conditions in the SCC. Payments may be monthly (for ongoing services), milestone-based (for defined task-based services) or a combination.

9.2 The Service Provider shall submit invoices supported by: a service delivery confirmation or signed service order/attendance/work record; performance/KPI report for the period; and receipts for any approved reimbursables.

9.3 KPRL shall pay undisputed invoices within thirty (30) calendar days of receipt of a valid, properly supported tax invoice, unless otherwise stated in the SCC.

9.4 KPRL shall deduct withholding tax from all payments as required by Kenyan law. Where the Service Provider is VAT-registered, VAT shall be paid against a valid VAT invoice.

9.5 KPRL may deduct from any payment due: liquidated damages; the cost of remedying defective services not remedied by the Service Provider; and any amounts owed by the Service Provider to KPRL.

10. LIQUIDATED DAMAGES

10.1 If the Service Provider fails to meet agreed service levels, response times or performance standards, KPRL may deduct liquidated damages at the rate specified in the SCC. The maximum aggregate liquidated damages shall not exceed 10% of the total Contract Price unless otherwise stated in the SCC.

10.2 Liquidated damages are not a penalty but a genuine pre-estimate of the loss suffered by KPRL from service failures. Payment of liquidated damages does not relieve the Service Provider of its obligation to perform.

11. INTELLECTUAL PROPERTY AND RECORDS

11.1 All reports, plans, data, photographs, records, databases and other materials produced by the Service Provider specifically under this Contract shall be the property of KPRL upon creation. The Service Provider shall not use such materials for any other purpose.

11.2 KPRL retains all rights to its operational, commercial and personal data. The Service Provider shall not retain copies of KPRL data beyond what is strictly necessary for contract performance.

12. CONFIDENTIALITY

12.1 The Service Provider shall treat as strictly confidential all information obtained from or about KPRL in connection with this Contract, including operational, commercial, technical, financial, security and personal information.

12.2 The Service Provider shall ensure that its personnel and subcontractors are bound by equivalent confidentiality obligations.

12.3 The confidentiality obligation survives termination or expiry of the Contract for five (5) years.

12.4 The Service Provider shall not make any public statement, press release or publication about the services or about KPRL's operations without prior written consent from KPRL.

13. DATA PROTECTION AND PRIVACY

13.1 The Service Provider shall comply with the Data Protection Act 2019 and KPRL's Data Protection Policy. Where the Service Provider processes personal data on behalf of KPRL, it acts as a data processor and shall: process data only on KPRL's documented instructions; implement appropriate technical and organisational security measures; not engage sub-processors without written consent; support KPRL in meeting data subject rights requests; and delete or return all personal data at the end of the Contract.

13.2 The Service Provider shall notify KPRL of any personal data breach within twenty-four (24) hours of becoming aware of it.

13.3 The Service Provider shall execute a Data Processing Agreement (DPA) or Confidentiality Agreement with KPRL before accessing any personal data, in accordance with Annexure C.

14. INDEMNITY AND INSURANCE

14.1 The Service Provider shall indemnify, defend and hold harmless KPRL, its officers, employees and agents from and against all claims, damages, losses, costs and expenses arising from: the negligence or wilful misconduct of the Service Provider or its personnel; personal injury or property damage caused by the Service Provider or its subcontractors; breach of any term of this Contract; or infringement of third-party rights.

14.2 The Service Provider shall maintain, throughout the contract period, at minimum the following insurance policies (with limits as specified in the SCC):

- Employer's Liability / Work Injury Benefits (WIBA) Insurance: Covering all personnel deployed on the Contract, in compliance with the Work Injury Benefits Act 2007;
- Public / Third Party Liability Insurance: Covering third-party bodily injury and property damage;
- Motor Vehicle Insurance (where applicable): Comprehensive cover for all vehicles used in contract performance;
- Professional Indemnity Insurance (where specified in TDS/SCC): For services requiring professional judgement;
- Any other insurance specified in the TDS or SCC.

14.3 The Service Provider shall provide KPRL with copies of all insurance certificates before commencing work and shall notify KPRL promptly of any material changes to or lapse of coverage. KPRL shall be named as an additional insured where applicable.

15. ANTI-CORRUPTION AND ETHICS

15.1 The Service Provider shall not engage in corrupt, fraudulent, collusive or coercive practice in connection with this Contract. The Service Provider shall comply with the Anti-Corruption and Economic Crimes Act 2003, the Bribery Act 2016, POCAMLA 2009 and all other applicable anti-corruption laws.

15.2 The Service Provider shall not accept gifts, hospitality or benefits from KPRL employees beyond nominal value in accordance with KPRL's gifts policy.

15.3 The Service Provider shall report any actual or suspected corrupt conduct to KPRL promptly.

15.4 KPRL may immediately terminate this Contract if it determines the Service Provider has engaged in any form of corruption or unethical conduct.

16. HEALTH, SAFETY AND ENVIRONMENT (HSE)

16.1 The Service Provider shall comply with the Occupational Safety and Health Act 2007 (OSHA), the Work Injury Benefits Act 2007, the Environmental Management and Coordination Act 1999 (EMCA) and all other applicable HSE legislation and regulations.

16.2 Before commencing services on Site, the Service Provider shall: submit and obtain approval of an HSE Plan from KPRL's HSE department; ensure all personnel have completed KPRL's mandatory HSE induction; produce evidence of relevant safety certifications; and maintain a current accident and near-miss register.

16.3 During service delivery, the Service Provider shall: ensure all personnel wear appropriate PPE at all times on Site with identifiable overalls with company name; conduct regular safety briefings (Toolbox Talks); obtain written permits for high-risk activities (hot work, confined space entry, working at height, electrical work); and comply with KPRL's site-specific safety rules. All works must be covered by KPRL Permit to Work Procedure.

16.4 The Service Provider shall report all accidents, near-misses, dangerous occurrences and environmental incidents occurring in connection with this Contract to KPRL's HSE officer within twenty-four (24) hours, and shall cooperate fully in any KPRL investigation.

16.5 KPRL may stop work and direct the Service Provider to take corrective action if HSE non-compliance is identified, without additional compensation. Repeated HSE failures shall entitle KPRL to terminate the Contract.

16.6 The Service Provider shall bear all costs of remediation of any environmental damage caused by its operations, including spills, waste disposal violations and contamination.

17. EMPLOYMENT AND LABOUR

17.1 The Service Provider shall comply with the Employment Act 2007, the National Social Security Fund Act, the National Hospital Insurance Fund Act and all other applicable Kenyan employment and labour laws.

17.2 The Service Provider's personnel engaged on this Contract are employees of the Service Provider and not of KPRL. The Service Provider shall be solely responsible for their remuneration, statutory deductions (NSSF, NHIF, PAYE), benefits, welfare, leave entitlements and disciplinary matters.

17.3 The Service Provider shall not engage child labour or forced labour in any form. The Service Provider shall respect freedom of association and the right of employees to collective bargaining.

17.4 The Service Provider shall pay its employees at least the applicable statutory minimum wage for the relevant category of work and shall comply with all applicable Wages Orders.

18. PERFORMANCE SECURITY

18.1 Where required by the TDS and SCC, the Service Provider shall provide a Performance Security within ten (10) working days of contract signing.

18.2 The Performance Security shall be called upon in the event of the Service Provider's material breach of the Contract that is not remedied within the notice period, to cover losses suffered by KPRL.

18.3 The Performance Security shall be returned to the Service Provider within thirty (30) days of the Final Completion Certificate being issued, subject to any outstanding claims.

19. FORCE MAJEURE

19.1 Neither Party shall be liable for failure to perform its contractual obligations to the extent such failure is directly caused by a Force Majeure Event. A Force Majeure Event means an event beyond a Party's reasonable control, including: acts of God; war; terrorism; civil commotion; epidemic or pandemic declared by competent authorities; floods; earthquakes; or government-imposed sanctions or restrictions.

19.2 The affected Party shall notify the other in writing within five (5) calendar days of the Force Majeure Event occurring, describing its nature, expected duration and effect on contractual obligations. The affected Party shall take all reasonable steps to mitigate the effects of the Force Majeure Event.

19.3 If the Force Majeure Event continues for more than sixty (60) calendar days, either Party may terminate the Contract on fourteen (14) days' written notice, without liability for future performance.

20. SUSPENSION

20.1 KPRL may suspend the services in whole or in part by written notice to the Service Provider. During suspension the Service Provider shall cease services, safeguard equipment and materials on Site, and take reasonable steps to minimise further expenditure.

20.2 Where suspension is not due to the Service Provider's default, KPRL shall compensate the Service Provider for reasonable proven costs necessarily incurred during suspension exceeding thirty (30) days, and shall extend the contract period accordingly.

21. TERMINATION

21.1 Termination for Default: KPRL may terminate the Contract with immediate effect if: The Service Provider commits a material breach not remedied within twenty-one (21) days of written notice; the Service Provider is unable to maintain minimum staffing or equipment levels; the Service Provider becomes insolvent or ceases trading; or the Service Provider engages in corruption or fraud.

21.2 Termination for Convenience: KPRL may terminate the Contract at any time on thirty (30) calendar days' written notice. In such case, KPRL shall pay for services properly rendered up to the termination date, plus reasonable, proven and unavoidable demobilisation costs.

21.3 Effect of Termination: On termination, the Service Provider shall immediately cease services, remove its personnel and equipment from Site (unless otherwise directed), hand over all KPRL materials and records, and cooperate fully in transition to another service provider or in-house team.

22. DISPUTE RESOLUTION

22.1 Any dispute arising from or in connection with this Contract shall first be referred to the KPRL Supply Chain Manager and the Service Provider's designated representative for amicable resolution within fourteen (14) working days.

22.2 If unresolved, the dispute shall be escalated to Supply Chain Manager and the Service Provider's senior management for resolution within a further twenty-one (21) days.

22.3 If still unresolved, the dispute shall be referred to mediation administered by the Nairobi Centre for International Arbitration (NCIA). Mediation shall be completed within sixty (60) days.

22.4 If mediation fails, the dispute shall be resolved by arbitration under the Arbitration Act (Cap 49), with a sole arbitrator appointed by agreement or by NCIA. The seat shall be Nairobi; the language shall be English; the award shall be final and binding on both Parties.

22.5 During dispute proceedings, the Service Provider shall continue to perform its undisputed obligations under the Contract.

23. ASSIGNMENT

23.1 Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party. KPRL may assign to a successor entity by operation of law or restructuring without consent.

24. NOTICES

24.1 All notices shall be in writing (including email with delivery confirmation) addressed to the Supply Chain Manager or Chief Executive Officer at the addresses in the Contract Agreement. Notices are effective when delivered personally, two (2) working days after posting, or upon confirmed delivery of email.

25. ENTIRE AGREEMENT AND AMENDMENT

25.1 This Contract constitutes the entire agreement of the Parties and supersedes all prior agreements, representations and understandings. No amendment shall be binding unless in writing and signed by authorized representatives of both Parties.

26. ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) COMPLIANCE

26.1 The Parties shall conduct business sustainably, ethically and responsibly, and shall comply with all applicable environmental, social and governance laws, regulations, standards and policies in Kenya and any other relevant jurisdiction.

26.2 Environmental Obligations: The Contractor shall comply with environmental laws, permits and standards; minimize adverse environmental impacts; use resources efficiently; safely handle, store, transport and dispose of hazardous substances and waste; maintain required licenses and permits; and promptly notify KPRL of any material environmental incident, regulatory notice or investigation.

26.3 Social Obligations: The Contractor shall comply with labour and employment laws; provide a safe and healthy workplace; prohibit forced labour, child labour, human trafficking, discrimination, sexual harassment, bullying, abuse, and all forms of workplace harassment; promote fair labour practices and equal opportunity; respect human rights; and maintain procedures for workplace grievances and safety complaints.

26.4 Governance and Ethical Conduct: The Contractor shall conduct business with integrity; comply with anticorruption, anti-bribery, anti-money laundering, fraud prevention, data protection and privacy laws; avoid improper payments or advantages; maintain accurate records and internal controls; safeguard confidential and personal information; and promptly notify KPRL of any actual or suspected breach.

26.5 The Contractor shall use reasonable endeavors to ensure that subcontractors, agents and suppliers engaged in the Contract comply with substantially similar ESG standards and shall remain responsible for their acts and omissions.

26.6 KPRL may, on reasonable notice, request information or records needed to verify ESG compliance, and the Contractor shall cooperate with such request.

26.7 If the Contractor breaches this Clause, KPRL may require a corrective action plan. Failure to remedy the breach within the required period shall constitute a material breach.

26.8 Any serious ESG violation, including corruption, forced or child labour, serious environmental breach or persistent legal non-compliance, shall entitle the Procuring Entity to suspend performance or terminate the Contract immediately, without prejudice to other remedies.

26.9 This Clause shall survive expiry or termination of the Contract to the extent necessary to address any act, omission, investigation, claim or liability arising during the Contract term.

PART 5 – SPECIAL CONDITIONS OF CONTRACT

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions supplement or amend the General Conditions of Contract for Non-Consulting Services (GCC-NCS). The SCC prevails over the GCC-NCS in the event of conflict. This section shall be completed by KPRL for each specific service procurement.

GCC-NCS Reference	Special Provision
GCC-NCS 4.1 – Scope	Services: Provision of Guarding, Security and CCTV Monitoring and Surveillance Services Contract Period: Two years
GCC-NCS 4.2 – Subcontracting	Not permitted
GCC-NCS 5.1 – Service Levels / KPIs	Daily inspection
GCC-NCS 6.1 – Minimum Staffing	One hundred and thirty-eight (138)
GCC-NCS 7.1 – Equipment	Service Provider to supply all Service Provider to maintain equipment register for KPRL inspection
GCC-NCS 8.1 – Reporting	Monthly service delivery reports due by 5th of each month KPI dashboard to be submitted with each invoice Immediate reporting of incidents, security breaches or service disruptions
GCC-NCS 9.1 – Payment Terms	30 Days
GCC-NCS 9.3 – Payment Period	30 calendar days from receipt of valid, properly supported tax invoice, with eTIMS certificate
GCC-NCS 10.1 – Liquidated Damages	[0.1% of monthly contract value per day or per incident of service failure – specify rate] Maximum: 10% of total Contract Price
GCC-NCS 12.1 – Price Adjustment	No price adjustment
GCC-NCS 14.2 – Insurance Minimums	WIBA/Fidelity Guarantee/Employer's Liability: KES [_____] per claim Public Liability: KES [_____] per occurrence Motor: Comprehensive [Professional Indemnity: KES [_____] if applicable]
GCC-NCS 16.2 – HSE	HSE Plan to be submitted and approved by KPRL HSE department at least 5 working days before commencement Toolbox Talks: daily (site services) / weekly (office services)
GCC-NCS 18.1 – Performance Security	[10% of annual contract value / Not required] Form: Bank Guarantee Valid for contract period + 60 days
Uniforms and Branding	Clients Branded Uniform
Site Access and Security Clearance	Service Provider personnel require KPRL security clearance before Site access.
Contract Manager – KPRL	Health, Safety, Environment and Security Advisor

GCC-NCS Reference	Special Provision
Contract Manager – Service Provider	[Name, Title, Email, Telephone]
Additional Requirements	Not Applicable

KPRL-Supplied Resources	Access to KPRL and Work Permits
Regulatory Licenses Required	[Specify e.g. NSSF, SHIF/SHA, PSRA, PSIA, KSIA licence for security; NEMA approval for waste management]
Data Protection Requirements	[Yes – Service Provider to sign DPA / Confidentiality Agreement before commencement]
Reporting Counterpart	Security Officer
Contract Period	Two Years
Mobilisation / commencement	Within 30 days of contract signing
Currency of Payment	Kenya Shillings (KES)

PART 6 – CONTRACT FORMS AND SCHEDULES

SECTION VI: CONTRACT FORMS

FORM C1: NON-CONSULTING SERVICES CONTRACT AGREEMENT

THIS SERVICE CONTRACT AGREEMENT is entered into on the _____ day of _____ 20____ by and between:

(1) KENYA PETROLEUM REFINERIES LIMITED, a subsidiary of Kenya Pipeline Company PLC a public company limited by shares incorporated under the Companies Act 2015, with its registered office at Refinery Road, Changamwe, P.O. Box 90401- 80100, Mombasa, Kenya (hereinafter 'KPRL' or 'the Employer'); and

(2) [NAME OF SERVICE PROVIDER], a [type of entity] incorporated/registered under the laws of [country], with offices at [address] (hereinafter "the Service Provider").

RECITALS

A. KPRL issued a Request for Tender under Reference No. _____ for the provision of [description of services] ("the Services");

B. The Service Provider submitted a Tender dated _____ and KPRL accepted the Service Provider's Tender by Award Letter dated _____;

C. The Parties now wish to formalise their agreement on the terms set out herein.

IT IS AGREED:

- The Service Provider shall provide the Services described in the Scope of Work / Service Specifications, in accordance with the Contract Documents and to the performance standards specified therein;
- KPRL shall pay the Service Provider the Contract Price of KES _____ (exclusive of VAT) in accordance with the payment schedule in the SCC;
- The Contract Documents, listed in order of priority, are: (a) this Contract Agreement; (b) the Special Conditions of Contract; (c) the General Conditions of Contract for Non-Consulting Services; (d) the Scope of Work / Service Specifications; (e) the Service Provider's accepted Technical Tender; (f) the Service Provider's Financial Tender / Schedule of Rates; (g) any Addenda issued during tendering;
- The Contract shall commence on _____ and shall expire on _____ unless earlier terminated or extended by mutual written agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract Agreement on the date first written above.

For KENYA PETROLEUM REFINERIES LIMITED:

Signature: _____ Name: _____

Title: _____ Date: _____

Company Seal: _____

For [NAME OF SERVICE PROVIDER]:

Signature: _____ Name: _____

Title: _____ Date: _____

Company Seal: _____

FORM C2: PERFORMANCE SECURITY (BANK GUARANTEE)

[Letterhead of Issuing Bank]

Date: _____

To: Kenya Petroleum Refineries Limited

KNOW ALL PERSONS that WE, [Name of Bank], licensed by the Central Bank of Kenya, are bound unto Kenya Petroleum Refineries Limited in the sum of KES _____ (in words: _____).

WHEREAS [Name of Service Provider] ("the Service Provider") has entered into Service Contract No. _____ with KPRL for provision of [services] ("the Contract"); AND WHEREAS the Contract requires the Service Provider to furnish KPRL with a Performance Security;

WE hereby unconditionally and irrevocably guarantee to pay KPRL on first written demand, without cavil or argument, any sum up to KES _____ in the event that the Service Provider fails to perform or is in material breach of any of its obligations under the Contract and such breach is not remedied within the period notified by KPRL.

This guarantee is valid from the date of signing until _____ [Contract end date plus 60 days].

Bank Authorised Signature: _____

Name and Title: _____

Bank Stamp: _____ Date: _____

FORM C3: SERVICE DELIVERY CONFIRMATION / PAYMENT TRIGGER CERTIFICATE

Item	Details
Certificate No.	PTC-[Number]
Contract Reference	
Service Provider	
Period / Milestone Covered	
Services Confirmed Delivered	
KPI Performance Summary	
Outstanding Issues / Deductions	
Net Amount Approved for Payment	KES _____
Approved?	Yes – Service Provider may invoice / No – resubmit after rectification

KPRL Contract Manager: _____ Signature: _____ Date: _____

FORM C4: CONTRACT AMENDMENT FORM

CONTRACT AMENDMENT No. _____ to Service Contract No. _____

This Amendment is entered into by and between KPRL and [Service Provider] on _____.

The Parties hereby agree to amend the Contract as follows:

1. Scope of Change: _____
2. Reason for Change: _____
3. Impact on Contract Price: [Increase / Decrease / Nil] by KES _____; Revised Contract Price: KES _____
4. Impact on Timeline: [Extension / No Change] by _____ days; Revised end date: _____
5. Impact on Staffing or Equipment: [specify]
6. Other amendments: _____

All other terms and conditions of the Contract remain unchanged.

For KPRL: Signature: _____ Name: _____ Date: _____

For [Service Provider]: Signature: _____ Name: _____ Date: _____

FORM C5: PERFORMANCE IMPROVEMENT NOTICE/PLAN**(Following a Performance Review)**

Item	Details
Notice No.	PIN-[Number]
Contract Reference	
Service Provider	
Date of Notice	
Performance Issue Identified	
KPI / Standard Not Met	
Evidence / Supporting Data	
Required Corrective Action	
Deadline for Corrective Action	
Consequence of Non-Compliance	Liquidated damages / Contract termination as applicable

KPRL Contract Manager: _____ Signature: _____ Date: _____

Acknowledged by Service Provider: _____ Date: _____

FORM C6: FINAL COMPLETION CERTIFICATE

This Certificate confirms that [Name of Service Provider] has satisfactorily completed all services and fulfilled all obligations under Contract No. _____ for the provision of [services].

Contract End Date: _____

Total Amount Paid (incl. VAT): KES _____

Outstanding Obligations: [None / state if any]

Performance Security Release: Approved (subject to any outstanding warranty or run-off obligations)

KPRL Authorized Officer: _____ Title: _____ Date: _____

ANNEXURES

ANNEXURE A: GLOSSARY OF KEY TERMS

Abbreviation / Term	Meaning
BoQ	Bill of Quantities
CBK	Central Bank of Kenya
Contract Manager	KPRL designated representative responsible for contract oversight
DPA	Data Processing Agreement
Data Protection Act	Kenya Data Protection Act 2019
EAT	East Africa Time (UTC+3)
EMCA	Environmental Management and Coordination Act 1999 (Kenya)
GCC-NCS	General Conditions of Contract for Non-Consulting Services
HSE	Health, Safety and Environment
ITT	Instructions to Tenderers
JV	Joint Venture
KAM	Kenya Association of Manufacturers
KAFM	Kenya Association of Facilities Managers
KEBS	Kenya Bureau of Standards
KES	Kenya Shillings
KPRL	Kenya Petroleum Refineries Limited
KPC PLC	Kenya Pipeline Company
KPI	Key Performance Indicator
KRA	Kenya Revenue Authority
KSIA	Kenya Security Industry Association
PSIA	Protective Security Industry Association
PROSAK	Protective & Safety Association of Kenya
LCS	Least Cost Selection
NEMA	National Environment Management Authority
NHIF	National Hospital Insurance Fund
NCIA	Nairobi Centre for International Arbitration
NSSF	National Social Security Fund
SHIF	Social Health Insurance Fund
SHA	Social Health Authority
OSHA	Occupational Safety and Health Act 2007 (Kenya)

Abbreviation / Term	Meaning
PAYE	Pay As You Earn (tax)
PIN	Personal Identification Number (KRA)
POCAMLA	Proceeds of Crime and Anti-Money Laundering Act 2009
PPE	Personal Protective Equipment
PSRA	Private Security Regulatory Authority (Kenya)
SCC	Special Conditions of Contract
SLA	Service Level Agreement
STD	Standard Tender Document
TDS	Tender Data Sheet
VAT	Value Added Tax
WIBA	Work Injury Benefits Act 2007 (Kenya)

ANNEXURE B: KPRL HSE REQUIREMENTS FOR SERVICE PROVIDERS

All service providers working at or on behalf of KPRL shall comply with the following minimum HSE requirements. These requirements are mandatory and non-negotiable.

Before Commencement of Services

- Submit a written Health, Safety and Environment (HSE) Plan for approval by KPRL's HSE Manager, at least five (5) working days before commencing services on Site;
- Ensure all personnel have completed KPRL's mandatory HSE induction and site-specific safety briefing;
- Produce evidence of relevant safety training certifications, first aid qualifications and licenses/certification for all key personnel;
- Where applicable, provide valid statutory licenses/permits relevant to the service being provided.
- Provide copies of current Employer's Liability / WIBA and Public Liability insurance certificates;
- Maintain and make available to KPRL a current register of all accidents, near-misses and safety incidents;
- Submit method statements and risk assessments for all high-risk tasks before commencing those activities.

During Service Delivery

- All personnel shall wear appropriate PPE the overalls should be identifiable with the respective service provider at all times when on Site, in compliance with OSHA and KPRL's PPE requirements;
- For site-based services: conduct daily Toolbox Talks before commencing work; maintain records of attendance;
- Any work requiring a hot work permit, confined space entry, working at height, electrical isolation or other high-risk activity shall require a prior written Permit to Work (PTW) from KPRL's HSE department; All works must be carried as per KPRL Permit to Work Procedure.
- Environmental incidents (spills, discharges, waste violations) shall be reported immediately to KPRL's HSE officer and remediated at the Service Provider's cost;

- Any accident, near-miss, dangerous occurrence or environmental incident shall be reported to KPRL's HSE officer within twenty-four (24) hours using KPRL's incident reporting form;
- The Service Provider shall cooperate fully in any incident investigation conducted by KPRL and shall implement corrective actions within the timelines specified.
- Maintain ESG records and submit performance reports and corrective action evidence to KPRL as required
- Provide Material Safety Data Sheets (MSDS) for chemicals to be used in KPRL where applicable

Applicable Legal and Regulatory Framework

- Occupational Safety and Health Act 2007 (OSHA) and Regulations;
- Work Injury Benefits Act 2007 (WIBA);
- Environmental Management and Coordination Act 1999 (EMCA);
- National Environment Management Authority (NEMA) requirements;
- Any sector-specific HSE regulations applicable to the service category (e.g. PSRA regulations for security, KEBS standards for food handling).

ANNEXURE C: DATA PROTECTION REQUIREMENTS

Where service providers process personal data on behalf of KPRL, the following additional requirements apply in accordance with the Data Protection Act 2019. These apply particularly to services involving access to KPRL's HR records, CCTV footage, visitor management systems, medical records or any other personal data.

- The Service Provider shall execute a separate Data Processing Agreement (DPA) / Confidentiality Agreement with KPRL before accessing any personal data;
- Processing of personal data shall be limited strictly to what is necessary for the purposes of the services;
- The Service Provider shall implement appropriate technical and organisational security measures, including: access controls; encryption of data in transit and at rest; secure disposal of records; and staff training;
- The Service Provider shall maintain a record of all processing activities involving KPRL personal data;
- Sub-processors shall be approved in writing by KPRL and shall be bound by equivalent data protection obligations through written agreements;
- Data subject rights requests (access, rectification, erasure, restriction, portability, objection) shall be supported within the timeframes prescribed by KPRL and in compliance with the Data Protection Act 2019;
- Any personal data breach shall be notified to KPRL within twenty-four (24) hours of the Service Provider becoming aware of it, with full details of the breach, data affected, and mitigating measures taken;
- All personal data shall be returned to KPRL or securely destroyed at the end of the contract, with a written certificate of destruction provided to KPRL.

ANNEXURE D: TENDERER'S CHECKLIST FOR NON-CONSULTING SERVICES PROCUREMENT

Use this checklist before submitting your tender to ensure completeness. Incomplete tenders may be rejected at the administrative review stage.

No.	Item	In Technical Envelope
1	Form 1: Tender Submission Form – signed and sealed	☐ Yes ☐ N/A
2	Form 2: Tenderer Information / Company Profile	☐ Yes ☐ N/A
3	Form 3: JV/Consortium Agreement (if applicable)	☐ Yes ☐ N/A
4	Form 4: Technical Tender (all Sections A-G)	☐ Yes ☐ N/A
5	Form 5: Financial Tender / Schedule of Rates	☐ Yes ☐ N/A
6	Form 6: Tender Security / Tender Securing Declaration (where required)	☐ Yes ☐ N/A
7	Form 7: Conflict of Interest Declaration – signed	☐ Yes ☐ N/A
8	Form 8: Beneficial Ownership Disclosure – completed	☐ Yes ☐ N/A
9	Form 9: Anti-Corruption Declaration – signed	☐ Yes ☐ N/A
10	Form 10: Data Protection Compliance Declaration – signed	☐ Yes ☐ N/A

No.	Item	In Technical Envelope
11	Form 11: Subcontractor Disclosure (where applicable)	☐ Yes ☐ N/A
12	KRA Tax Compliance Certificate (valid and current)	☐ Yes ☐ N/A
13	Certificate of Incorporation / Business Registration	☐ Yes ☐ N/A
14	CR12 / CR13 or certificate of registration showing shareholders/owners	☐ Yes ☐ N/A
14	KRA PIN Certificate	☐ Yes ☐ N/A
15	Audited Financial Statements (last 3 years)	☐ Yes ☐ N/A
16	Mandatory regulatory licence(s) specified in TDS (e.g. PSRA, KSIA, NEMA)	☐ Yes ☐ N/A
17	Signed and certified CVs for all Key Personnel (supervisors/managers)	☐ Yes ☐ N/A
18	List of similar contracts (last 5 years) with client references	☐ Yes ☐ N/A
19	Equipment and Resources Schedule	☐ Yes ☐ N/A
20	Public Liability and WIBA/Employer's Liability Insurance certificates	☐ Yes ☐ N/A
21	NSSF, SHA, and SHIF compliance evidence (where applicable)	☐ Yes ☐ N/A
22	No financial information included in Technical Tender envelope	☐ Confirmed

(This will be accordingly updated to exclude items that are included at pre-qualification stage)

ANNEXURE E: CONTACT INFORMATION

Contact	Details
Procurement Contact	Supply Chain Manager
Physical Address	Refinery Road, Changamwe, Mombasa, Kenya
Postal Address	P.O. Box 90401-80100, Mombasa, Kenya
Procurement Email	tenders@kpri.co.ke
Company Website	www.kpri.co.ke

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