**ADDENDUM 1**

**TENDER NUMBER: KENYA-AIST/T/2024-2026**

**DESCRIPTION: PROVISION OF SECURITY SERVICES**

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| **S/No** | **Item** | **Clarification** |
| **1** | **MR 7: Tender Security** | Provision of tender security inform of bank guarantee issued by financial institutions approved and licensed by the Central Bank of Kenya OR by a guarantee by insurance company registered and licensed by Insurance Regulatory Authority listed by the Authority |
| **2** | **Technical evaluation criteria – Operation team** | At least one director to have a Minimum of Diploma with 10 Years’ experience and above in security field. |
| **3** | **Public Procurement Capacity Building Levy order 2023** | Public Procurement Capacity Building Levy of zero point zero three per cent (0.03%) should be included in the tender sum by the bidders. |

**The details of the special conditions of contract are as follows:**

**SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

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| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.1(a)** | The Adjudicator is: Independent |
| **1.1(v)** | Project Manager is The Principal KENYA-AIST |
| **1.1(d)** | The contract name is: Provision of Security Services |
| **1.1(g)** | The Procuring Entity is : KENYA-AIST |
| **1.1(l)** | The Member in Charge is : J. Omoke |
| **1.1(o)** | The Service Provider is: The Lowest Evaluated Bidder |
| **1.4** | The addresses are:  Procuring Entity: Kenya Advanced Institute of Science and Technology  **Attention: The Principal**  Telex: None  Service Provider: Lowest Evaluated Bidder  **Attention: The Director**  Email address: N/A |
| **1.6** | The Authorized Representatives are:  For the Procuring Entity: The Principal For the Service Provider: Lowest Evaluated Bidder |
| **2.1** | The date on which this Contract shall come into effect is  from the date of site hand over |
| **2.2.2** | The Starting Date for the commencement of Services is  from the date of site hand over |
| **2.3** | The Intended Completion Date is: Two years form the commencement date |
| **2.4.1** | If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be % (*insert appropriate percentage*). The percentage is normally up to 50% of the reduction in the Contract Price. **(N/A)** |
| **3.2.3** | Activities prohibited after termination of this Contract are: giving out confidential information about KENYA-AIST |
| **3.4** | The risks and coverage by insurance shall be:   1. Third Party motor vehicle: As per the contract requirements 2. Third Party liability: As per the contract requirements 3. Procuring Entity’s liability and workers’ compensation 4. Professional liability: Enforceable 5. Loss or damage to equipment and property: As per the contract requirements |
| **3.5(d)** | The other actions are .] |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **3.7** | Restrictions on the use of documents prepared by the Service Provider are: Adherence to the security policy |
| **3.8.1** | The liquidated damages rate is NONE per day  The maximum amount of liquidated damages for the whole contract is Nil percent of the final Contract Price. |
| **3.8.3** | The percentage NONE to be used for the calculation of Lack of performance Penalty(ies) is NIL *.* |
| **5.1** | The assistance and exemptions provided to the Service Provider are: As per the contract provisions and obligations |
| **6.2(a)** | The amount in Kenya Shilling: Per quote |
| **6.3.2** | The performance incentive paid to the Service Provider shall be: As per the amount quoted |
| **6.4** | Payments shall be made according to the following schedule:   * Advance for Mobilization, Materials and Supplies: none percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. * Progress payments in accordance with the milestones established as follows: subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: as per the reports from the Contract Implementation Committee recommendations (indicate milestone and/or percentage)   as per the reports from the Contract Implementation Committee recommendations (indicate milestone and/or percentage) and (indicate milestone and/or percentage)  Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.   * The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. * The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized. |
| **6.5** | Payment shall be made within 90 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 90 days in the case of the final payment.  The interest rate is None |
| **6.6.1** | Price adjustment is nil in accordance with Sub-Clause 6.6.  The coefficients for adjustment of prices are none |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
|  | 1. For local currency:   AL is BL is CL is  Lmc and Loc are the index for Labor from Imc and Ioc are the index for from   1. For foreign currency   AF is BF is CF is  Lmc and Loc are the index for Labor from  Imc and Ioc are the index for from |
| **7.1** | The principle and modalities of inspection of the Services by the Procuring Entity are as follows: As determine by the contract Implementation Committee  The Defects Liability Period is: six(6) months |
| **9.1** | The designated Appointing Authority for a new Adjudicator is independent |
| **9.2** | The Adjudicator is independent Who will be paid a rate of  Quoted and negotiated price per hour of work? The following reimbursable expenses are recognized: as per the contract |