



RUIRU-JUJA WATER & SEWERAGE COMPANY LTD

TENDER FOR PROVISION OF SECURITY SERVICES

RUJWASCO/T/58/2020-2021

MAY 2020

Table of Contents

		Page(s)
	INTRODUCTION	
Section A	INVITATION FOR TENDERS	3
Section B	GENERAL INFORMATION	4
Section C	GENERAL CONDITIONS OF CONTRACT	17
Section D	SPECIAL CONDITIONS OF CONTRACT	23
Section E	TECHNICAL SPECIFICATIONS	29
Section F	PRICE & SCHEDULE OF REQUIREMENT	34
Section G	TENDER FORM	38
Section H	TENDER SECURITY FORM	39
Section I	CONTRACT FORM	40
Section J	PERFORMANCE SECURITY FORM	42

SECTION A

INVITATION TO TENDER

RUJWASCO invites you to tender for Provision of Security Services for one (1) year whose specifications are detailed in the tender Documents.

You may obtain further information from,

**The Managing Director,
Tel: 0202022651**

Interested eligible candidates can obtain tender documents by downloading from the company's website www.ruiruwater.co.ke. Interested bidders who download the tenders and registration documents shall email their Company names, contact details, and tender/registration number or numbers to; [rujwascopeurement @ gmail.com](mailto:rujwascopeurement@gmail.com).and copy to rujwasco2017@gmail.com.

Tenders must be accompanied by a Bid Security in the form and amount specified in the tender. **Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the RUJWASCO Office Located adjacent to Kenyatta University Ruiru Campus, Opposite Kenya Power Ruiru Office addressed to the Ag. Managing Director, Ruiru-Juja Water & Sewerage Company, P.O Box 1165-00232 Ruiru, so as to be received on or before 17th June 2020 at 11.00 a.m**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the Ruiru-Juja Water & Sewerage Company Office.

**Ag. MANAGING DIRECTOR
RUIRU-JUJA WATER & SEWERAGE COMPANY LTD**

TENDER SUBMISSION CHECKLIST

This order and arrangement shall be considered as the Tender Format. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Tender Security from reputable financial institution of – Kshs.100,000	
2	Tender Form and Schedule of Prices	
3	Confidential Business Questionnaire (CBQ)	
4	Copy of Valid Single Business Permit from Local Authority	
5	Copy of Company or Firm’s Registration/Incorporation Certificate	
6	Copies of PIN and VAT Registration Certificates	
7	Copy of Valid Tax Compliance Certificate	
8	Audited Financial Statements/Accounts for the last three (3) years	
9	Evidence of the Company’s Annual Return for the year ended 31 st December 2016	
10	Ten (10) letters/contracts of recommendation for provision of security services from other reputable institutions.	
11	Compliance to details of Service refer to Service Requirements	
12	Proof of compliance with prevailing Labour Laws – Certified letter from the local labour office and NSSF	
13	Valid Frequency License from CCK	
14	Valid Work Injury Benefit Policy/Group Personal Accident Policy/ Employers Liability Policy	
15	Contractual Liability Insurance Policy Cover with a minimum liability of Kshs 1,400,000.00- per event per year.	
16	Evidence of physical address attach copies of title, lease or rental agreement	

SECTION B

GENERAL INFORMATION

Introduction

1. Eligible Tenderers

The tenderer is invited to submit a **Technical Proposal in a separate envelope** and a **Financial Proposal in a separate envelope** for **Provision of security services** required for the **areas** specified in the tender document as Scope of Service. The proposals will be for tender evaluation and ultimately for a signed Contract with the selected firm.

The tenderers must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, tenderers are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal. Tenderers may contact the official named hereunder to obtain any additional information.

**The Ag.Managing Director,
Tel: 020-2022651**

This Invitation for Tenders is open to all tenderers eligible as described in the tender document. Successful tenderers shall provide the Security Services for the stipulated duration from the date of commencement specified in the contract documents.

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Bidders who are debarred by Public Procurement Regulatory Authority (PPRA) are ineligible.

The tenderer shall prepare original and copies of the technical proposals to be placed in a plain sealed separate envelope clearly marked “**TECHNICAL PROPOSAL**” and the original and all copies of the financial proposals in a plain sealed separate envelope clearly marked “**FINANCIAL PROPOSAL**” and warning “**DO NOT OPEN WITH TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet

2. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

3. Clarification of Documents

- 3.1 A prospective tenderer requiring any clarification of the tender document shall notify the Procuring entity in writing, at the entity's address indicated in the Invitation for tenders. Verbal clarifications shall not be accepted. The Procuring entity will respond to any request for clarification of the tender documents, which it receives not later than **five (5)** days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender document.

4. Amendment of Documents

- 4.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 4.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by email and such amendment will be binding on them.
- 4.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tender Proposal

5. Language of Tender

- 5.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

6. Technical Proposal

- 6.1 In preparing the Technical Proposal, tenderers are expected to examine the documents Constituting this tender in detail. Inconsistencies in providing the information requested Shall result in rejection of a proposal. The following annexes will form the basis of the Technical proposal evaluation criteria;
- i) Technical proposal submission form
 - ii) Qualification information
 - iii) Tender and Confidential business questionnaire
 - iv) Equipment owned to be used for this contract
 - v) Tender Security
 - vi) Fully ticked Tender Submission Checklist

7. Financial proposal

7.1 In preparing the Financial Proposal, tenderers are expected to examine the documents Constituting this tender in detail. Inconsistencies in providing the information requested Shall result in rejection of a proposal. The following annexes will also form the basis of the Financial proposal evaluation criteria;

- i) Financial proposal submission form
- ii) Tender form
- iii) Price schedule

8. Tender Prices

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

8.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

8.3 Prices quoted by the tenderer shall be fixed during the Term of the contract and not subject to variation on any account. **A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**

9. Tender Currencies

9.1 Prices shall be quoted in the Kenya shillings.

10. Tenderers Eligibility and Qualifications.

10.1 Pursuant to paragraph 1 of section C, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

11. Tender Security (Bid Bond)

11.1 The tenderer shall furnish, as part of its tender, an original tender security of **Ksh. 100,000.00. This tender security shall be presented along with the Technical Proposal in form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company registered with IRA**

11.2 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for one twenty **(120)days**

- 11.3 Any tender not secured in accordance with **paragraph 12.1** will be rejected by the procuring entity.
- 11.4 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty **(30) days** after the expiration of the period of tender validity prescribed by the Procuring entity.
- 11.5 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 28, and furnishing the performance security, pursuant to paragraph 29.
- 11.6 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 28
 - or**
 - (ii) To furnish performance security in accordance with paragraph 29.

12. Validity of Tenders

- 12.1 Tenders shall remain valid for **120 Days** or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 16. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 12.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

13. Sealing and Marking of Tenders

- 13.1 The tenderer shall prepare original and copies of the technical proposals to be placed in a plain sealed envelope clearly marked "**TECHNICAL PROPOSAL**" and the original and a copy of the financial proposals in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning "**DO NOT OPEN WITH TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This Outer envelope shall bear the submission address and be clearly marked.

14. Submission of Tenders

14.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, Duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be Sealed in an outer envelope. In the event of any discrepancy between them, the original Shall govern.

The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the tender document. Any tenders received after the closing time for submission shall be returned to the respective tenderers unopened.

The inner and outer envelopes shall :

(a) be addressed to the Procuring entity at the following address:

**RUIRU-JUJA WATER & SEWERAGE COMPANY LIMITED
P.O BOX 1165-00232 RUIRU**

(b) bear “**PROVISION OF SECURITY SERVICES**” the Invitation for tenders (IFT) and the words: “**DO NOT OPEN BEFORE 17th June 2020 AT 11.00 A.M**”

14.2 After the deadline for submission of the tenders, the Technical Proposal shall be opened Immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.

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

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

15. Deadline for Submission of Tenders

15.1 The completed Technical and Financial proposals of the tender must be received by the Procuring entity at the address specified under paragraph 14.1 not later than **17th JUNE 2020 at 11.00 A.M**

15.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Modification and Withdrawal of Tenders

- 16.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of Tenders.
- 16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 16.3 No tender may be modified after the deadline for submission of tenders.
- 16.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 12.7

Opening and Evaluation of Tenders

17. Opening of Tenders

- 17.1 The Procuring Entity will open all the Technical proposals in the presence of tenderers' representatives who choose to attend on **17th June 2020 at 11.00A.M** in the following location: **RUJWASCO Office Located adjacent to Kenyatta University, Ruiru Campus, Opposite Kenya Power Ruiru Office.**
- 17.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 17.3 The Procuring entity will prepare minutes of the tender opening.
- 17.4 The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

18. Clarification of Tenders

- 18.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted. No post bid clarification/confirmation of compliance at the initiative of the bidder shall be entertained.
- 18.2 It may be noted that only the written enquires/clarifications shall be responded to by written responses and no verbal/telephonic enquiry shall be entertained.

18.3 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

19.0 Preliminary Examination

19.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

19.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

19.4 Prior to the detailed evaluation, pursuant to paragraph 12, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

19.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

20. Evaluation of Technical Proposals

20.1 From the time the proposals are opened to the time the tender is awarded, the tenderers shall not contact the client on any matter related to its proposal. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

20.2 Evaluators of the Technical proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.

20.3 The evaluation committee appointed by the procuring entity shall evaluate the proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria as follows

20.4 Pursuant to paragraph 22.2 the following evaluation methods will be applied:

(a) *Operational Plan.*

- (i) **RUJWASCO** requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than **RUJWASCO'S** required time will be treated as non-responsive and rejected.

20.5 The technical responsiveness criteria is as stipulated in Section E, page 28.

21. Evaluation of Financial Proposal

21.1 The procuring entity shall notify the tenderers who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those tenderers who choose to attend. The notification may be sent by registered letter, facsimile or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the tenderers representatives who choose to attend.

21.2 Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The procuring entity shall prepare minutes of the public opening.

21.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the tenderer has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

(a) *Deviation in payment schedule.*

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

The Financial proposal shall comprise of Tender Form and Price Schedules only.

22. Award of Contract

22.1 Subject to paragraph 9, 20,21 and 26 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest compliant bidder, provided further that the tenderer is determined to be qualified in terms of ability and capacity to perform the contract satisfactorily.

23. Procuring entity's Right to Vary quantities

23.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

24. Procuring entity's Right to Accept or Reject Any or All Tenders

24.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the

tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

25. Notification of Award

25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the Procuring Entity will advise the unsuccessful bidders.

25.2 The notification of award shall not of itself constitute formation of the contract until one is finally signed by both parties.

25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 6 of the GCC, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 12.

26. Signing of Contract

26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

26.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

27. Corrupt Fraudulent Practices

27.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

27.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

28. Community Social Responsibility

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

SECTION C

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) **“The Contract”** means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) **“The Services”** means services to be provided by the tenderer to the Procuring entity under the Contract. “Services” means the security guard services that will be provided to RUJWASCO by the Security Company pursuant to this Agreement and includes any additional or incidental services thereto including guard dog services,
- (d) **“The Procuring Entity”** means the organization sourcing for the services under this Contract.
- (e) **“The tenderer”** means the individual or firm providing the services under this Contract.
- (f) **“Schedule of Rates”** means the priced Schedule of Rates forming part of the tender [where applicable].
- (g) **“The Completion Date”** means the date of completion of the Services as certified by the Employer’s Representative.
- (h) **“The Contractor”** refers to the person or corporate body who’s tender to carry out the Services has been accepted by the Employer.
- (i) **“The Contractor’s Tender”** is the completed tendering document submitted by the Contractor to the Employer.
- (j) **“Days”** are calendar days; **“Months”** are calendar months.
- (k) **“Employer” Ruiru-Juja water & Sewerage Company limited**
- (l) **“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.
- (m) **“Site”** means the place or places where the Services are to be carried out.
- (n) **“Employer’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.
- (o) **“Specification”** means the Specification of the Services included in the Contract.
- (p) **“Agreement”** means this Agreement made between Rujwasco and the Security Company

including the First and second schedules and to other document forming the Agreement;

- (q) **“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.
- (r) **“RUJWASCO”** means Ruiru-Juja Water & Sewerage Company Limited;
- (s) **“Party”** means either RUJWASCO or Security Company
- (t) **“Both Parties”** means RUJWASCO and the Security Company;
- (u) **“Rates”** means the costs and charges of the services the Security Company shall provide to RUJWASCO; as provided for in the Second Schedule of this Agreement;
- (v) **“Security Company”** means the company or firm whose Tender to carry out the security services has been accepted by the Employer;
- (w) **“Duties”** means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Security Company to **RUJWASCO** as provided for in the document; or any other assignment directed on request by signing of a Temporary Works Order. Such orders will be for a maximum of seven (7) days and from there henceforth, it will revert to normal security on the same contract price;
- (x) **“Premises”** means the Site.
- (y) **“Non-performance”** means failure by the Contractor to undertake his duties as required under the Technical Specifications

2.Application

- 2.1 These General Conditions shall apply in all Contracts made by the Procuring Entity for the procurement of services.

3.Standards

- 3.1 The Service provided under this Contract shall conform to the standards mentioned in the Technical Specifications. Failure of the Contractor, whether inadvertent or otherwise, to meet and / or perform as per the standards provided in the Technical Specification will amount to non-performance and may, if in the opinion of the Employer, it impedes the smooth running of the Contract, lead to termination of Contract.

4.Use of Contract Documents and Information

- 4.1 The Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 4.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 4.1 above.
- 4.3 Any document, other than the Contract itself, enumerated in paragraph 4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

5. Patent Rights

- 5.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in the Procuring entity's country.

6. Performance Security

- 6.1 Within fifteen (15) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 6.2 Failure of the successful tenderer to comply with the requirement of paragraph 6.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next best evaluated Candidate or call for new tenders.
- 6.3 The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 6.4 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring Entity, in the form provided in the tender documents.
- 6.5 The performance security will be discharged by the Procuring Entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.
- a. The Contractor shall within Fifteen (15) days from the date of executing this Agreement furnish RUJWASCO with a Performance security whose value shall be equivalent to **Ten per cent (10%)** of the Contract Value for the stated contract period i.e. two (2) years.
- b. The Performance Security shall be in the form of an On-Demand-Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to RUJWASCO
- 6.6 The Performance Bond will be discharged by RUJWASCO and returned to the Security Company not later than sixty (60) days following the expiry of this Agreement or earlier termination

7. Inspection and Tests

- 7.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Service to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 7.4 Nothing in paragraph 7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

8. Payment

- 8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 8.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

9. Prices

- 9.1 Prices charged by the tenderer for Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

10. Assignment

- 10.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract except with RUJWASCO'S prior written consent.

11. Subcontracts

- 11.1 The tenderer shall notify Ruiru-Juja Water & Sewerage Company Limited in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

12. Termination for Default

- 12.1 **Ruiru-Juja Water & sewerage Company Limited** may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer terminate this Contract in whole or in part:

- (a) if the tenderer fails to deliver the Service within the period(s) specified in the Contract, or within any extension thereof granted by Ruiru-Juja Water & Sewerage Company Limited
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of Ruiru-Juja Water & Sewerage Company Limited has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

12.2 In the event Ruiru-Juja Water & Sewerage Company Limited terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Service similar to those undelivered, and the tenderer shall be liable to Ruiru-Juja Water & Sewerage Company Limited for any excess costs for the Service.

13. Liquidated Damages

13.1 If the tenderer fails to deliver the Service within the period(s) specified in the contract, Ruiru-Juja Water & Sewerage Company Limited shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed Service up to a maximum deduction of 10%. After this the tenderer may consider termination of the contract.

14. Resolution of Disputes

14.1 Ruiru-Juja Water & Sewerage Company Limited and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

14.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may adjudicate in an agreed national or international forum and/or international arbitration.

15. Language and Law

15.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

16. Force Majeure

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

SECTION D

SPECIAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS

EMPLOYER'S REPRESENTATIVE'S DECISIONS

Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

3. PROVISION AND STANDARD OF SERVICE

The Security Company shall provide services of high standards in the performance of this Agreement and poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of RUJWASCO;

The successful Security Company shall submit Certificates of good conduct for all guards That may be deployed. The Service provider should have staff identity cards for its Respective deployed staff members.

Frequent and inexcusable delays by the Security Company in the timely performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by RUJWASCO.

If at any time during the performance of this Agreement the Security Company encounters conditions affecting timely provision of services, the Security Company shall immediately and without any delay notify RUJWASCO in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable RUJWASCO shall evaluate the condition and may, at its sole discretion, waive the Security Company's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

4. CONTRACT DOCUMENTS

4.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Award and Acceptance,
- (3) Contractor's Tender,
- (4) Special Conditions of Contract
- (5) General Conditions of Contract
- (6) Specifications
- (7) Schedule of Rates
- (8) Performance Security

6. PERFORMANCE SECURITY

- 6.1 The Performance Security shall be in the amount of **10% of the total Contract Price**
- 6.2 The Procuring Entity shall not be required to demonstrate the loss it has suffered.
- 6.3 Performance Security shall be valid for the duration of the contract.

8. PAYMENT

- 8.3 In the case of Summary Termination pursuant to Clause 18 of this Special Conditions the Security Company shall be paid for all the services rendered up to the day of termination.
- 8.4 Any payments owed by the Security Company shall be deducted from the outstanding payments to the Security Company.
- 8.5 The Security Company shall be held liable to make good the losses and / or damages to the Procuring Entity occasioned as a result of theft in any of its Premises under their guard.
- 8.6 Ruiru-Juja Water & Sewerage Company's payment terms are 30 days upon receipt of certified **Invoices and signed job cards** confirmation that the services have been rendered in accordance to contract terms and conditions.

16. ASSIGNMENT

The Security Company shall not assign or sub-contract any of its rights or duties under this Agreement

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights that have already accrued to either of the parties.

The Security Company shall secure all RUJWASCO property, staff and their personal effects as reflected in the First Schedule.

18. TERMINATION

- 18.1 This Agreement shall unless extended by both parties terminate at the end of **One year (1) year** from the date hereof HOWEVER either party may terminate the Agreement by giving to the other party Three (3) months notice in writing or payment of Three (3) months the set fees and charges in lieu of such notice;

RUJWASCO may without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part if:-

- i) The Security Company frequently fails to provide services of high standards in the performance of this Agreement and

- ii) The Security Company fails to perform any other obligation under this Agreement.

18.2 Summary Termination

RUJWASCO may without prejudice to any other remedy accruing to it terminate the contract summarily by giving **forty eight** hours notice:-

- i) Where it is established that the Security Company or its guards thereof colluded with a third party in the case of a theft or breach of security in the Employers Premises;
- ii) Where it is established that the guards of the Security Company carried out a theft or breached security in the Employers Premises;
- iii) Where it is established that the Security Company have continuously failed to prevent theft or security breach in the employers Premises including the Employers staff quarters where applicable;
- iv) Where the Security Company fails to manage its affairs hence occasioning its guards to carry out an industrial action and therefore putting the security of the Employers premises, staff or property in jeopardy.
- v) Where for reason of omission or commission of the Security Company the security of the Employers premises, staff or property is in jeopardy.
- vi) Where it is established that the Security Company in dealing with its employees fails to comply with the Minimum wages as prescribed by the Ministry of Labour from time to time.
- vii) Guards must be paid by the 5th day of the month.
- viii) Evidence that guards are not properly kitted i.e. lack of uniform and any other uniform item i.e. boots.
- ix) Guards who lack certificate of good conduct from Kenya Police.
- x) Guards must be able to avail their original National ID cards when demanded by RUJWASCO within 24hrs.
- xi) Failure to carryout practical remedy on weak points observed by RUJWASCO and submitted in writing.

On termination of this Agreement however , the Security Company shall be permitted to remove all its equipment sign plates instruments and guard dogs which may have been placed by the Security Company upon the Premises.

20. DISPUTE RESOLUTION

Both parties shall endeavor to settle amicably any dispute or difference of any kind but should such difference or dispute persist then this shall be settled in accordance with the Arbitration Act 1999.

22. FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of the occurrence of a force majeure event, whereby a condition beyond the control of RUJWASCO or the Security Company not involving the parties' fault or negligence and foreseeable such as national emergency, war, prohibitive governmental regulation or from any other cause PROVIDED THAT any contractual rights and obligations accruing to the parties prior to the occurrence of any or all of the aforesaid events shall be enforceable.

If any or all of the aforesaid events shall occur either party shall immediately and without undue delay notify the other in writing of such occurrence and unless otherwise directed in writing the parties shall continue to perform their obligations under the Agreement as far as reasonably practical and shall seek any other alternative means for performance thereof if circumstances shall permit

23. INSTRUCTIONS

- 23.1 The Security Company shall carry out all instructions of RUJWASCO which are in accordance with the Contract.

24. MANAGEMENT MEETINGS

- 24.1 A Contract management meeting shall be held quarterly and must be attended by the Employer's Representative and the Contractor. Its business shall be to review the performance of the Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer.
The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting. However, emergency meetings can be called upon at short notices.

- 24.2 Official communication between parties shall be effective verbally but must be firmed up in writing.

25. CONFIDENTIALITY

The Security Company, its Security Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of RUJWASCO that is not already in the public domain.

26. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

26.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

27. PROBATION PERIOD

27.1 The Security Company shall provide the services to RUJWASCO on a probationary basis during the first Three (3) months of this Agreement and thereafter, subject to proper performance and evaluation thereof, the Agreement may be confirmed in writing at the discretion of RUJWASCO.

28. NOTICE

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

29. INDUSTRIAL ACTION

Where personnel, in pursuance of the due process of the law, resort to industrial action such as strikes, lockout or sit-ins this shall not be construed as an event of force majeure.

28. COMMUNITY SOCIAL RESPONSIBILITY

It is advisable that the Contractor put into consideration the Social Economic Environment of the area he is bidding for. The awarded Contractor should be fully aware of the local conditions of the area he is working in.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **RUIRU-JUJA WATER & SEWERAGE COMPANY LIMITED**

Address: **P.O BOX 1165 -00232 RUIRU**

Name of Employer's Representative: **Operations Manager**

The Service consist of **Provision of Security Services**

The Start Date shall be **the Commencement Date as defined in Letter of Award**

The Intended Completion Date for the whole of the Services shall be

One (1) year from Commencement Date

The following documents also form part of the Contract: **See Special Conditions of Contract, Section D**

The Site Possession Date shall be **The Commencement Date**

The Sites are located **As per page 34** owned by **:RUIRU-JUJA WATER & SEWERAGE COMPANY LIMITED**

Amount of Tender Security shall be **KSh. 100,000.00** from a reputable banking institution.

The name and Address of the Employer for the purposes of submission of tenders is **RUIRU-JUJA WATER & SEWERAGE COMPANY LIMITED**

The tender opening date and time is **on 17th June 2020 at 11.00 a.m .**

The amount of Performance Security is **10%** of Contract Price from a reputable Bank approved by the Employer.

SECTION E

TECHNICAL RESPONSIVENESS CRITERIA

1. TENDER EVALUATION CRITERIA

- a) **Mandatory requirements** will determine the satisfactory responsiveness of a Tenderer, failure to meet any of these set requirements as noted hereunder will render a tender non responsive and will automatically be disqualified.
- b) The cut off score for the technical evaluation is **70%**.

The following documents are **MANDATORY: Preliminary Evaluation**

o.	Item
1	Original Tender Security as indicated in the special conditions of the contract
2	Tender Form
3	Copy of Valid Single Business Permit from Local Authority
4	Copy of Company or Firm's Registration/Incorporation Certificate
5	Copies of PIN and VAT Registration Certificates
6	Copy of Valid Tax Compliance Certificate
7	Audited Financial Statements for the last three (3) years
8	Proof of provision of similar security services. Attach Ten (10) letters of recommendation from other reputable organizations.
9	Evidence of physical address attach copies of title, lease or rental agreement
10	Resumes for preferred staff.
11	Proof of compliance with prevailing Labour Laws in respect to minimum wage, statutory remittances, protective clothing etc. Attach a duly certified letter from the local Labour Office and NSSF. Provide a certified copy of the payroll for the past three (3) months (could be verified with NSSF headquarters)
12	Valid Work Injury Benefit Policy or Group Personal Accident Policy or Employers Liability Policy.
13	Contractual Liability Insurance Policy Cover with a minimum liability of Kshs 1,400.000.00 per event per year. Attach a valid copy of the Contractual Liability Insurance Policy document.

Technical Evaluation Criteria

- 1) The tenderer/service provider must have over twenty (20) permanently employed guards. Attach a list of guard names, their identity card (ID) numbers and where they are deployed.

Avail at least Ten (10) copies of contracts signed with reputable clients/firms and each contract should have no less than 10 guards for a period of one year.

2. Submit copies of log books for a fleet of not less than 10 vehicles.
3. The company must demonstrate that they have at least 5 dogs and dogs a handlers certified with authentic dog vaccination certificates

Please note that the authenticity of the above will be verified with the relevant Authority and any forgery in any one of the above will lead to disqualification and render the tenderer's bid non-responsive.

- (i) The following additional requirement carries a 100% maximum score with a cut off score of **70%**. Any tenderer who does **not** meet the cut-off score will not be eligible for financial evaluation.

TECHNICAL EVALUATION REQUIREMENTS SCHEDULE:

	Description Of Criteria	Requirement	Confirm submission Yes/ No
Physical Facilities			
1	Evidence of physical address. Attach copies of title, lease or rental agreement (6 marks)	Copy of title/ lease agreementY/N
2	Proof of fleet capacity – minimum 10 motor vehicles dedicated to security assignments (attach copies of log books and areas where such vehicles are deployed) (10 marks) (Marks will be awarded on pro-rata basis)	Attach a minimum of 10 copies of log books owned or leased (with lease agreement)Y/N
3	Provide evidence of 5 dogs that are vaccinated. (7 marks)	5 current and authentic copies of vaccination certificates indicating the dogs clinic and their respective address 6Y/N
Company Profile			

4	<p>Number of years that the firm has been providing security services.</p> <p>a. more than 10 years – (10 marks) b. 5 years and above – (6 marks) c. below 5years – (2 marks)</p>	<p>Avail a copy of Certificate of Registration /Incorporation</p>	<p>..... Yrs</p>
5	<p>Minimum company annual turn-over</p> <p>1. 100 million & above – (15 marks) 2. 50 million & above – (10 marks) 3. 10 million & above – (6 marks) 4. Below 10 million – (0 marks)</p> <p>(15 Marks)</p>	<p>From Audited Accounts for last 2 yrs</p>	<p>Last yr</p> <p>Previous yr</p>
6	<p>Proof of Contractual Liability Cover with a minimum limit per event.</p> <p>1 – 1.4 million – (4 marks) 1.5 – 2.4 million – (6 marks) 2.5 – 4.9 million – (10 marks) 5 – 10` million – (15 marks)</p> <p>(15 Marks)</p>	<p>Copy of Policy</p>	<p>.....Y/N</p>
7	<p>Indicate the current assignments at least 5 contracts of similar service (not less than 10 guards per assignment for a period of one (1) year) (10 marks)</p>	<p>Five (5) copies of Contracts assignments of similar magnitude.</p>	<p>.....Y/N</p>
Personnel Competency Profiles			
8	<p>Submit evidence of academic qualification and experience for Supervisors</p> <p>Attach CV's and Copies of Certificate(s) of the six (6) supervisors (10 marks)</p>	<p>Minimum Six (6) CV's and Certificate(s) for supervisors</p>	<p>.....Y/N</p>
Reputation			

9.	Demonstrate capacity to install, maintain and man CCTV (5 marks)	Two (2) references of reputable companies that you have installed, manned and maintained CCTV SystemY/N
10.	Submit evidence twenty (20) permanently employed guards. Attach a list of guard names, their identity card (ID) numbers and where they are deployed. (8 marks)	Attach Certified Copy of NSSF contribution and the payroll for the 20 permanently employed guardsY/N
11.	Capacity for Rapid Response Alarm System (4 Marks)	Avail 2 letters from reputable Companies that such service is provided by the tendererY/N

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity's required time will be treated as non-responsive and rejected.

Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification. Note that you may be required to produce original Certificates for ease of verification. The procuring entity reserves the right to carryout 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.

Any tenderer who does not meet the **cut-off score set at 70%** will not be eligible for financial evaluation.

The aggregated evaluation, i.e. combined technical and financial evaluation, will be subjected to 70% to 30% Technical to Financial weighting.

1. SERVICE REQUIREMENTS

The successful Bidder will be expected to undertake the following:-

- (a) All assignment areas should be manned by required personnel at all times.
- (b) All guards should be in well groomed, in full uniform and presentable while on assignment.
- (c) Guards must report on duty 15 minutes before change over time.
- (d) All vehicles entering and exiting Company premises should have the occupants / items checked and logged in the register before authority to proceed is granted. All company equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.
- (e) Guards must be literate and able to communicate and express themselves verbally and in writing in the national language.
- (f) Guards should exhibit courtesy, respect and customer care while undertaking their duties.
- (g) Guards should be familiar with operating of radios, alarm systems, access control systems and Close Circuit Televisions systems.
- (h) Provide trained security dogs and dog handlers where required.
- (i) Provide effective radio communication HF & VHF with an established base station and or suitable electronic communication, deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses.
- (j) Provision of alarm system for rapid response.
- (k) Attend fire emergency situation/fire prevention, detection and control.
- (l) Have back-up systems in cases of emergencies.
- (m) Identify and mitigate threats such as attacks, thefts and bombs.
- (n) The guards should be able to conduct crowd control.
- (o) The guards should be able to summon police, fire brigade and ambulances in cases of emergencies.
- (p) All persons employed and deployed to RUJWASCO must be medically fit to undertake their duties. Relevant Medical Certificates to be produced upon request.
- (q) All persons employed and deployed to RUJWASCO should be of legal age and have Certificates of Good Conduct.
- (r) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures that RUJWASCO will spell out and RUJWASCO shall make periodical check/visits.
- (s) All guard dogs will be required to be medically examined and medical certificates supplied. The quality of breeds of such dogs must be indicated and certified by a veterinary doctor.
- (t) The Security Company shall be expected to comply with Environmental Management Coordination Act (EMCA) and Occupational Health & Safety Act(OHSA) and other Statutory requirements relevant to security services.
- (u) The Security Company will conduct regular reviews as prescribed in the Performance Assessment Form of the service.
- (v) The guards are prohibited from operating any type of equipment, driving of company or staff vehicles within their reach.
- (w) There will be no extra charges for Saturdays, Sundays and Public Holidays.
- (x) Guards are prohibited from sleeping, smoking, lighting borne fires, or chatting during working hours.
- (y) Guards must not tamper with any apparatus, switches, meters and accessories.

2. MAINTENANCE OF AN OCCURRENCE BOOK

The procuring entity will provide OB as required where daily occurrences will be recorded and the supervisors will sign to certify their physical visits or change of guards, i.e. Occurrence Books and note any incidences during the execution of the Works. The Occurrence Book will be the property of RUJWASCO and shall be presented to Officers In-charge of every Station as required.

3. KITTING/EQUIPMENT

All guards must be fully equipped with the right tools of their trade as follows:

- (a) Peak Caps/Berets
- (b) Whistles and Lanyards
- (c) Torches and batteries
- (d) Serviceable military boots
- (e) Sweaters
- (f) Clean, presentable Uniforms (Shirt & Trousers) and Tie where applicable at all times while on duty.
- (g) Clubs
- (h) Identification badges
- (i) Communication equipments
- (j) Umbrellas and any other protective clothing.
- (k) A performance Assessment Report form shall be completed by both parties on monthly basis.

4. LOGISTICS

- 4.1 The Security Company shall make arrangements and be responsible at their own cost for the following:
- i. General transport requirements for all its personnel to and from the assignment to be factored in the overall unit price.
 - ii. The security company shall be expected to establish a site office outside RUJWASCO premises where necessary.
 - iii. Provision of communication equipments at the assignment area and all patrol Vehicles must be fitted with vehicular radio communications

5. INSURANCE

5.1 General requirements of Insurance Policies

The Security Company shall procure and maintain Insurance Policies as follows;

- Work Injury Benefit Policy or Group Personal Accident Policy or Employers Liability Policy
- Contractual Liability Cover with a minimum liability of Kshs 1,000,000/- per event and Kshs 10,000,000/- per year.

6. SIGN PLATES

- 6.1 The Security Company shall at its own cost and subject to the prior approval thereof, provide sign plates indicating that the Premises are being guarded by the Security Company and that guard dogs in use are not a threat.

7. INDEMNITY

- 7.1 The Security Company shall indemnify and keep indemnified RUJWASCO, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Security Company, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Security Officers whilst performing their duties hereunder and THIS shall include any loss damage injury or any consequential or indirect loss sustained by RUJWASCO, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Security Company its servants or agents.
- 7.2 In the event of a loss, investigations must commence immediately by both parties in conjunction with the Police. The investigations shall be co-ordinated by the Manager in charge who will report his/her findings to the Administration Manager and the Managing Director for action.

8. CLAIMS

- 8.1 Notice of all claims by RUJWASCO in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Contractor giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury. The Contractor shall be expected to respond in writing admitting liabilities or otherwise. Upon written admission of liability, the contractor shall, within thirty (30) days from the date of the claim proceed to settle the claim by making good the claim particulars as demonstrated by the employer. If after the expiry of thirty days the contractor will not have made good the claim, the employer shall deduct the claim amount from the subsequent payment due to the contractor. Any disputes arising thereof shall be dealt with as provided under Dispute resolution clause in SC20.

9. **CONTRACT PRICE**

- 9.1 In consideration of the services to be rendered by the Security Company under this Agreement RUJWASCO shall pay to the Security Company such fees and charges as specified in the Second Schedule of this Agreement.
- 9.2 RUJWASCO shall pay to the Security Company the Contract Price within Thirty (30) days upon receipt of certified invoices confirming that the invoiced services have been rendered in accordance to the contract.
- 9.3 The said fees and rates shall be valid for the entire period of this Agreement and no variation thereto will be effected.
- 9.4 Charges for Temporary Work Orders exceeding seven (7) days shall revert to the normal contract rates per month.
- 9.5 Request for additional guards can be done and be provided within 24 hours at contract prevailing rates.

10. SCOPE OF SERVICES

PROVISION OF SECURITY SERVICES

LOCATION		Services	Quantity
1	RUJWASCO Office	Day guards	2
		Night guards	2
		Dog	1
2	Jacaranda Water Treatment Plant (Ruiru)	Day guard	1
		Night guards	2
3	Jacaranda Water Intake (Ruiru)	Day guard	1
		Night guards	2
4	Juja Water Treatment Plant	Day guard	1
		Night guards	2
5	Rurii Borehole	Day guard	0
		Night guard	1
6	Ruiru Sewage Treatment Plant	Day guard	1
		Night guards	2
TOTAL			18

SPECIAL INSTRUCTIONS

1. The contractor shall make arrangements and be responsible at their own cost for;
 - Transport requirements for all their personnel to and from the assignments as well as patrols within the assignment area.
 - Communication radios/mobile phones in all assignment areas.
 - Meals, accommodation and subsistence for their staff.
2. The contractors shall be expected to familiarize themselves with the prevailing local working conditions in the area of operations.

SECTION F

STANDARD FORMS

CONTENTS

1.	Tender Form
2.	Tender Security Form.....
3.	Contract Form
4.	Performance Bank Guarantee.....
5.	Qualification Information.....
6.	Tender Questionnaire
7.	Confidential Business Questionnaire
8.	Equipment Owned
9.	Prices.....

1. TENDER FORM (FINANCIAL)

**To: Ruiru-Juja Water & Sewerage Company Limited,
P.O Box 1165-00232
RUIRU.**

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Security Services** in conformity with the said bidding documents for the sum of

_____ VAT Inclusive

or such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the services in accordance with the schedule specified in the Schedule of Assignment.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Tender for a period of **120 days** from the date fixed for Tender opening under Clause 5 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

We hereby declare that we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt act with regard to this purchase.

Dated this _____ day of _____ 20....

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

2. TENDER SECURITY FORM
(To be on the Letterhead of the Bank)

Whereas _____ (hereinafter called “the Tenderer”) has submitted its tender date _____ for the provision of _____ (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these present that WE _____ of _____ (hereinafter called “the Bank”), are bound unto _____ (hereinafter called “the Employer”) in the sum for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20....

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to one hundred and fifty (150) days and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

3. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20... between **RUIRU-JUJA WATER & SEWERAGE COMPANY LIMITED** of Kenya (hereinafter called “the Employer”) of the one part and _____ (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited tenders for certain goods and ancillary services, viz., Provision of security services and has accepted a tender by the Contractor for the provision of the services in _____ the _____ sum of _____ (words) _____ [figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

For and on behalf of: **RUIRU-JUJA WATER & SEWERAGE COMPANY LIMITED**

(Signature)

A.g Managing Director

In the presence of:

(Signature)

Human Resource officer

For and on behalf of: **(Insert name of Security Company)**

(Signature).....

(Insert designation of signatory)

In the presence of:

.....

4. PERFORMANCE BANK GUARANTEE
(To be on the Letterhead of the Bank)

To: **RUIRU-JUJA WATER & SEWERAGE COMPANY LIMITED,**
P.O Box 1165-00232
RUIRU

WHEREAS _____ [*name of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ 20.... to provide _____ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a **bank guarantee by a reputable bank** for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total _____ (*Words*) _____ (*figures*), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20.....

Signature and seal of the Guarantors

[Name of bank]

[Address]

[Date]

5. QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of tenderer (attach copies of the follow up Certificates);
 Registration Certificate _____
 VAT/PIN Certificate _____
 Power of Attorney of signatory of tender _____
 For Limited Liability Companies
 Single Business Permit _____

1.2 Qualifications and experience of key personnel proposed for administration and Execution of the Contract. Attach biographical data.

Position	Name	Years of experience	Years of experience in proposed position
Field manager			
Supervisor			

1.3

Audited Financial report for the last two years: Attach a copy.

1.4 Name, address and telephone, e-mail, telex and facsimile numbers of banks that May provide reference if contacted by the Employer.

1.5 Statement of compliance with the requirements of Clause 1.2 of the Instructions To Tenderers.

1.6 Proposed program (work method and schedule) for the whole of the Works.

6. TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;
.....
2. Full Physical address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);
.....
3. Telephone number (s) of tenderer;
.....
4. Facsimile, e-mail of the of tenderer;
.....
5. Name of tenderer’s representative to be contacted on matters of the tender during the tender period;
.....
6. Details of tenderer’s nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone);
.....
.....

Signature of Tenderer

Rubber stamp of company

Make copy and deliver to: _____ (Name of Employer)

7. **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade License No (attach copy) Expiring date.....

Maximum value of business which you can handle at any time: Kshs.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

Tenderer's signature..... Rubber stamp

8. EQUIPMENT TO BE USED FOR THIS CONTRACT

1. Vehicles (Give types, reg. Nos. and copy of log-books).
2. Motor Bikes (Give types, reg. Nos. and copy of log books).....
3. Bicycles (Give number in figures).....

4. Radio Communication Equipment (specify)
 VHF.....Quantity.....
 HF..... Quantity.....
 PHONES..... Quantity.....
 Others(specify).....

5. Any Other Equipment/services

Attach list

Tenderer's signature.....

Tenderer's Company Rubber stamp.....

9. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [*Title of consulting services*] in accordance with your
Request for Proposal dated _____ [*Date*] and our Proposal. We are hereby
submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal
sealed under a separate envelope-*where applicable*].

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]:

_____ [*Name of Firm*]:

_____ [*Address*]:

10. PRICE SCHEDULE (Financial)

LOCATION		Services	Quantity	Unit price per guard per month	Total price per month	VAT at 16%	Total price incl. VAT
1	RUJWASCO Office	Day guards	2				
		Night guards	2				
		Dog	1				
2	Jacaranda Water Treatment Plant (Ruiru)	Day guard	1				
		Night guards	2				
3	Jacaranda Water Intake (Ruiru)	Day guard	1				
		Night guards	2				
4	Juja Water Treatment Plant	Day guard	1				
		Night guards	2				
5	Rurii Borehole	Day guard	0				
		Night guard	1				
6	Ruiru Sewage Treatment Plant	Day guard	1				
		Night guards	2				
TOTAL			18				

TENDERER _____

Signature _____

Date _____

Rubber Stamp of Tenderer's Company.....

NOTE:

- ◆ **TENDER PRICE IS FOR THE DURATION OF THE CONTRACT.**
- ◆ **THIS FIGURE TO BE USED FOR PURPOSES OF TENDER PERFORMANCE BONDS.**

RUJWASCO reserves the right to vary the number of guards in any area to suit its requirements.

11. **PERFORMANCE ASSESSMENT FORM**

	DESCRIPTION OF ITEM	ASSESSMENT CRITERIA: AVAILABILITY	YES/NO POINTS	SCORE	TOTAL SCORE
1.	KITTING	a) Peak/caps/berets			
		b) Whistles/Lanyards			
		c) Boots			
		d) Uniforms (Clean/Presentable)			
		e) Sweaters/Coats			
		f) Batons			
		g) Belts			
		Torches with Batteries			
2.	EQUIPMENT	Bows & Arrows (<i>Where Applicable</i>)			
		Communication (<i>Radio/Mobile</i>)			
		Electronic Metal Detectors			
		Under Carriage Mirrors			
		Training Program			

3.	TRAINING	Knowledge of Law:-			
		<ul style="list-style-type: none"> • Discipline • First Aid • Fire fighting Skills • Anti-Terrorism Training 			
		<ul style="list-style-type: none"> • Present • Absent 			
4.	PUNCTUALITY	<ul style="list-style-type: none"> • Alert • Asleep 			
5.	SNAP CHECK				
	TOTAL SCORE				
	% AWARDED				
	SIGNED BY: CONTRACTOR'S REP & WITNESS DATE: SIGN: RUJWASCO REP & WITNESS DATE: SIGN:				

KEY:

1. At least 50 % of the guard force in a given assignment area will be assessed.
2. Assessment will be done on monthly basis by both parties
3. Scores will be awarded as follows:

Yes- 1 to 5 points

No- 0 point

4. Maximum possible score 100%
5. Cut off score 70%

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of Applicant (S)

.....

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

Part 1 – General

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

(Applicable to Local suppliers only)
 Local Authority Trading License No. Expiry Date
 Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (*US\$/KShs*)
 Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)
 Name (s) of your banker (s)
 Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names
 Nationality Country of Origin
 *Citizenship details
 Company Profile (*Attach brochures or annual reports in case of public companies*)

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.
2.
3.....
4.....

Company Profile(*Attach brochures*)

Part 2 (c) – Registered Company

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

State the nominal and issued capital of the Company

Nominal KShs
Issued KShs

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

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

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

Full Names
.....
Signature
Dated this day of2018.
In the capacity of
Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-
a)
b)
c)
d)

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

Signed
.....
For and on behalf of M/s
In the capacity of
Dated this day of2018.
Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:
a)
b)
c)
d)

For and on behalf of M/s
 In the capacity of
 Dated thisday of2018
 Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Interest in the Firm:

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

.....
 (Title) (Signature) (Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipments in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
2.....
3.....

Contact person (Full Names) E-mail address.....

Cell phone no (Note: The person should be at the level of director)

*Attach proof of citizenship

* Attach certified copies of the following documents:

- a) Previous orders from companies supplied before
- b) Certificate of Incorporation / Registration
- c) Tax Compliance Certificate (for local suppliers)
- d) VAT Certificate (for local suppliers)
- e) Audited Financial Statements / Accounts for the last two (2) years
- f) Valid Local Authority / Trade License (for local suppliers)
- g) The Power of Attorney)

***The above documents should be submitted if they are applicable to bidder.**

*** Only one (1 no) copy of each of the above documents is to be availed in the bid submission.**

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give Ruiru-Juja Water & Sewerage Company Limited authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of2018.

Suppliers' / Company's Official Rubber Stamp

RUIRU-JUJA WATER & SEWERAGE COMPNY LIMITED

PROVISION OF SECURITY SERVICES

SITE VISIT CLEARANCE CERTIFICATE

This is to certify that M/s. _____ have visited, inspected and verified the scope of works at

_____ (Name of site).

RUJWASCO Representative

Name: _____

Sign: _____

Date: _____

Tenderers Representative

Name: _____

Sign: _____

Date: _____

Appendix A

SITE VISIT SCHEDULE

NO.	ALL SITES	SITE VISIT DATE (Monday, 23rd June 2020), Starting at 11.00 A.M.
------------	------------------	--

- Note:**
- i) All the Sites will be visited on the same day due to their proximity.**
 - ii) The Site Visit will be conducted by a RUJWASCO Officer (Mr. Kimani Tel. No. 0722-0722255797)**