



**THIKA WATER AND SEWERAGE COMPANY
LIMITED
(THIWASCO)**

TENDER NO: THIWASCO/020/2020-2022

**PROVISION OF DAY AND NIGHT GUARDING SECURITY
SERVICES**

**MANAGING DIRECTOR
THIKA WATER AND SEWERAGE COMPANY LTD,
P.O. BOX 6103 - 00100, THIKA – KENYA.**

CLOSING DATE:12TH JUNE 2020 AT 11.00AM

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INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
- i. Security.
 - ii. Cleaning.
 - iii. Servicing and repairs.
 - iv. Transport.
 - v. Clearing and forwarding.
 - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.

SECTION I – INVITATION TO TENDER

Tender REF No. (THIWASCO/020/2020-2022)

Tender name (PROVISION OF DAY AND NIGHT GUARDING SECURITY SERVICES)

- 1.1 The Thika Water and Sewerage Company Ltd (THIWASCO)) invites sealed tenders from eligible candidates for the supply of (Provision of day and night guarding security services).
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at (**Thika Water and Sewerage Company located along Haile Selassie Road near Chania Falls**) during normal working hours during normal working hours
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of *kshs. 1,000.00* (**THIKA WATER AND SEWERAGE COMPANY LTD, EQUITY BANK ACCOUNT:0090294392028, EQUITY PLAZA, THIKA BRANCH**). *Tender documents code-027* or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website www.thikawater.co.ke. Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to procurement@thikawater.co.ke.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of (120) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at (**our offices near the Procurement office or if by post to be addressed to:**
Managing Director,
Thika Water and Sewerage Company,
P O Box 6103 - 01000,
Thika.
So as to be received on or before Friday, 12th June 2020 at 11.00am
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **Thika Water and Sewerage Company Ltd Main Offices near Blue Post Hotel**

For: **MANAGING DIRECTOR**
THIKA WATER AND SEWERAGE COMPANY LTD,
P.O. BOX 6103 - 00100, THIKA – KENYA.

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 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.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) 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 documents"

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. 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 issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. 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.

2.6 Language of tender

2.6.1. 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. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 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.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 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 30
or
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 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 2.12 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.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marking of Tenders

2.15.1 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.

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE(day, date and time of closing),”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, 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.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

2.17.1 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 tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 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 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...(*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 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 shall be sought, offered, or permitted.

2.19.2 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 tenderer's tender.

Comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 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.

2.20.2 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.

2.20.3 The Procuring entity may waive any minor informality or nonconformity 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, 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.

2.20.5 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.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity 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 the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***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. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 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 evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity 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;

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

ITT	Particulars of appendix to instructions to tenderers																																													
2.1	Eligible Particulars of eligible tenderers: OPEN																																													
2.3	Complete manual tender document may be obtained by interested candidates upon payment of a non- refundable fee of (Kshs.1,000.00) (THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH).Tender documents code-027 or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website www.thikawater.co.ke . Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to procurement@thikawater.co.ke .																																													
2.7	Language of tender: Documents prepared by the tenderer shall be written in English language																																													
2.10.4	Validity of tender prices: Tender prices shall remain valid for 120 days up from date of opening																																													
2.11	Prices shall be quoted in Kenya Shillings																																													
2.12	Tender eligibility and qualifications: Refer to the Evaluation Criteria																																													
2.14	Form of tender security: Tenderer shall furnish a tender security of Kshs.200,000.00 bid bond from tender security providers approved by PPRA																																													
2.15.1	Validity of tenders: Tender prices shall remain valid for 120 days up from date of opening																																													
2.17.2 b)	Day, Date and time of closing: Friday 12 th June 2020 at 11.00am																																													
2.18	Deadline for submission of tenders: 12 th June 2020 at 11.00am																																													
2.20	Opening of tenders: 12 th June 2020 at 11.00am																																													
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B.	GENERAL REQUIREMENTS													
B1.	Financial capabilities: provide copies of certified audited accounts for the last three years (2016-2017,2017-2018,2018-2019)	5												
B2.	Staff welfare Indicate whether you have any staff welfare schemes (give details) -With scheme e.g sacco, welfare groups (5) -with no scheme (0)	5												
B3.	Attach a plan on how to implement the contract detailing the issue of uniform, motorized supervision and other guarding gears.	5												
B4.	Financial Stability – Evidence of profit making in the attached 2 years audited reports	5												
B5.	Experience: Indicate having undertaken similar assignment with at least 3 firms for the last three years (Attach Proof: copies of LSOs, Letters of Award, Completion Certificates,Contracts, recommendation letters from the respective firms)	15												
C.	TECHNICAL EVALUATION													
C1..	<p>Maximum volume of business per year (annual) for the last 3 years starting with the current year(attach proof)</p> <table border="1"> <thead> <tr> <th></th> <th>year</th> <th>Amount in Kshs.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2017</td> <td></td> </tr> <tr> <td>2</td> <td>2018</td> <td></td> </tr> <tr> <td>3</td> <td>2019</td> <td></td> </tr> </tbody> </table>		year	Amount in Kshs.	1	2017		2	2018		3	2019		15
	year	Amount in Kshs.												
1	2017													
2	2018													
3	2019													
C2.	Indicate the value of indemnity cover insurance cover (attach proof)	5												
C3.	Attach valid NSSF and NHIF compliance certificate	5												
C4.	Provide the companys vehicles and security gears (Attach copies of logbooks for the fleet) (List the type of security gears)	5												
C5.	Indicate the number of dogs in active service, their ages, breed and vaccination certificates (5) Indicate the number of dog handlers (attach proof)	5												
C6.	Key personnel Provide detailed cv and copies of certificates/testimonials for; A. Operations Manager-inspector level with a clean discharge certificate, at least form four level of education, with 5 years of experience in the security industry. B. Person who will be directly responsible for the contract- inspector level with a clean discharge certificate, at least form four level of education, with 3 years of experience in the security industry. C. Senior most guard (supervisor guard on post) inspector and above O level or above, minimum of three years' experience.	15												
C7.	Staff supervision With regard to this contract,indicate the number of supervisory visits per twelve hour shift. Below 2 visits.....(1) 2 visits.....(5) Above 3 visits.....(8)	10												
C8.	Attach valid WIBA (work injury benefit cover) compliance certificate	5												
	GRAND TOTAL	100												

	<p>Note:</p> <ul style="list-style-type: none"> (i) Bidders must meet all the mandatory requirements to qualify for general and technical requirements. (ii) To qualify for financial evaluation, the bidder must score a minimum of 70 points (70%) (iii) Any information provided by the bidder may be verified by the company as part of due diligence and if information is found to be false, the company may be disqualified.
2.24 b	<p>Award Criteria; Award will be made to the lowest evaluated bidder In case of a tie competitive bidding shall be applied.</p>
2.27	<p>The amount of Performance Security shall be [10% of the contract price]</p>

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

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 under the contract or any part thereof .

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 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.

3.6.3 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) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.7.2 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.

3.7.3 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.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor 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.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

General conditions of contract reference	Special conditions of contract
3.6	Performance Security shall be 10% of the contract price
3.8	payments shall be made upon receipt of the services or the invoice as indicated in the schedule of requirements
3.9	Specify price adjustments allowed - N/A
23.14	Specify resolution of disputes- Disputes to be settled as per the arbitration laws of Kenya
3.17	Specify applicable law-laws of kenya
3.18	<p>Notices Shall be addressed to the; MANAGING DIRECTOR THIKA WATER AND SEWERAGE COMPANY LTD, P.O. BOX 6103 - 00100, THIKA – KENYA,</p>

SECTION V – SCHEDULE OF REQUIREMENTS

S/NO	SITE	No. OF GUARDS DURING THE DAY	No. OF GUARDS DURING THE NIGHT	DOGS/HANDLER
1.	Water Treatment Plant	6	5	1 DOG, 1 DOG HANDLER
2.	Thika River Intake	1	2	NIL
3.	Victory Plaza	1	1	NIL
4.	Town Tank	1	1	NIL
5.	Section 9 Tank	1	1	NIL
6.	Githingiri Tank	1	1	NIL
7.	Bendor Tank	1	1	NIL
8.	Kimathi Tank	1	1	NIL
9.	Gatuanyaga Office	1	1	NIL
10.	Gatuanyaga Tank	1	1	NIL
11.	Ngoingwa Tank	2	2	1 DOG, 1 DOG HANDLER
12.	Witeithie Office	1	1	NIL
13.	Maryhill Tank	1	1	NIL
14.	Makongeni Tank	1	1	NIL
15.	Old Sewerage Plant	1	1	NIL
16.	New Sewerage Plant	2	2	NIL
17.	Landless Tank	1	1	NIL
18.	Ngoliba Tank	1	1	NIL
19.	Ngoliba Pump Station	1	1	NIL
	TOTAL GUARDS	26	26	2 DOG HANDLERS, 2 DOGS

SECTION VI – DESCRIPTION OF SERVICES

SECTION VI – DESCRIPTION OF SERVICES

TERMS OF REFERENCE FOR PROVISION OF SECURITY SERVICES AT THIKA WATER & SEWERAGE COMPANY LTD

The service provider will be required to provide an elaborate security plan not limited to the below among others;

(a) Security services shall be performed on 7 days per week on a 24-hour basis.

(b) Contracted Security Guards shall have the following shifts:

One from 0600 hrs. to 1800 hrs. And

From 1800 hrs. to 0600 hrs.

The number of guards per shift will depend on the assignment and the related contract performance.

(c) Job Description

- i. The security service shall include control of entries and exits, body search and ID card check/verification of the incoming people other than the staff/residents working/staying at the assignment.
- ii. Securing peace of the inhabitants in the company premises and overall security of the buildings on entire premises.

(d) Description of the premises and responsibilities of the security officers is as follows:

- i. Main Entrance Gate to THIKA WATER AND SEWERAGE COMPANY LTD House: This is the entrance where people enter and exit and visitors are searched and ID cards checked.
- (ii). Main Gate to all tank areas, vehicles entering and leaving the tank areas will be checked for any foreign object that may prejudice peace and security and to prevent theft.

(e) Assisting visitors upon their arrival at the respective offices within THIKA WATER AND SEWERAGE COMPANY LTD offices and compounds in an effective, kind and professional manner, registering their names and directing them to the relevant offices. Knowledge of English language is essential. The guards may perform reception duties during weekends and public holidays.

- (f) All visitors coming to the building and wishing to pay a visit shall, irrespective of their identity, be visually searched thoroughly without letting him/her notice it, as if he/she were a suspect.
- (g) The project manager or supervisors will always establish coordination with, and receive work-related instructions, if any, from the **Security Officer** or his assignee responsible for security of the building/ property and shall accommodate the instructions so given and shall escalate any issues that may go beyond their power.
- (h) The service provider shall be provided with the list of names of the staff authorized to park in THIKA WATER AND SEWERAGE COMPANY LTD compound so that they can control the entries to the premises and to the parking lot accordingly.
 - Entries and exits after normal working hours by the staff and visitors shall be recorded in the OB and the **Security Officer** shall be notified of the same the next morning.
- (j) The contracted firm shall maintain an occurrence book(s) in which all matters of security concern shall be recorded.
- (k) The contracted firm shall at the end of every month compile a report on matters of security concern related to the Company. The report shall be addressed to the Managing Director, THIKA WATER AND SEWERAGE COMPANY LTD.
- (l) A high security performance in the execution of work is expected. Poor performance and substandard quality of work arising from the **Monthly Performance Assessment Report** will be sufficient grounds for termination of the agreement.
- (m) There will be no extra charges for Saturdays, Sunday and Public Holidays.
- (n) **Maintenance of an Occurrence Book** – The procuring entity will provide OB as required where daily occurrences will be recorded and supervisors will sign to certify their physical visits of guards,
 - i.e. Occurrence Books and note any incidences during the execution of the works. The Occurrence Book will be the property of THIKA WATER AND SEWERAGE COMPANY LTD shall be presented to the security Officer.
- (o) **Escorts.** If need be, there shall be escorts provided by the Security company either backup or on board escort.

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. Other security equipment likes *electronic metal detectors, undercarriage mirrors, etc.* f. Grey coats
- g. Sweaters
- h. Clean, presentable uniforms at all times while on duty
- i. Clubs
- j. Identification badges
- k. Communication equipment for THIKA WATER AND SEWERAGE COMPANY LTD assignments
- l. Umbrellas and any other protective clothing
- m. A performance Assessment report form shall be completed by both parties on monthly basis.

LOGISTICS

The security company shall make arrangements and be responsible at their own cost for the following:

- a) General transport requirements for all its personnel to and from the assignment to be factored in the overall unit price.
- b) The security company shall be expected to establish a site office outside NSC premises where necessary.
- c) Provision of communication equipment at the assignment area and all patrol vehicles must be fitted with vehicular radio communications.
- d) Prepare assignment Instructions for each post/Guard.

INSURANCE

General requirements of Insurance Policies

The security company shall procure insurance policies as follows;

a. Professional Indemnity Insurance Policy

The security company shall insure its security officers and dogs engaged in the performance of this Agent against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of default of THIKA WATER AND SEWERAGE COMPANY LTD, its servants or agents, the security company will indemnify

Issued by the Thika Water and sewerage company ltd

THIKA WATER AND SEWERAGE COMPANY LTD against all actions claims and demands in respect of such injury, and;

b. Work Injury Benefit Act (WIBA)

Word Injury Benefit Act to cover all the employees for any liability as per the government regulations.

c. Motor Insurance Policy

The security company should ensure that all their operations vehicles have the mandatory minimum third party risk cover.

The security company shall;

- Produce insurance policies or certificates of all the above mentioned policies
- Make no material alterations to the terms of any Insurance without THIKA WATER AND SEWERAGE COMPANY LTD's approval. If an insurer makes any material alterations to the terms of the security company shall forthwith notify THIKA WATER AND SEWERAGE COMPANY LTD.
- In all respects comply with any condition stipulated in the insurance policy.

SIGN PLATES

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.

INDEMNITY

- a) The security company shall indemnify and keep indemnified THIKA WATER AND SEWERAGE COMPANY LTD, its servants and agents against loss of or damage to property or bodily injury sustained by it or them or reason of any act, omission or neglect of the security company, its servants or agents whilst performing their duties under this Agreement and against 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 THIKA WATER AND SEWERAGE COMPANY LTD, 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.

- b) In the event of a loss, investigations must commence immediately by both parties in conjunction with the Police. The investigations shall be coordinated by the Security Officer THIKA WATER AND SEWERAGE COMPANY LTD

CLAIMS

Notice of all claims by THIKA WATER AND SEWERAGE COMPANY LTD in respect of any loss damage or injury or consequential or indirect loss shall be given in written 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. Any disputes arising therefore shall be dealt as provided under Dispute resolution clause.

FURTHER 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.
 - Provide reliable communication radios/mobile phones in all assignment's areas.
 - Back-up systems in cases of emergencies
2. All guards deployed in assignments where important records are maintained i.e. Reception, main gates, parking areas, powerhouses, stores etc. must be literate.
3. Properly fitted kit comprising of uniform, cap, lanyard, boots, Sweater/raincoat, torch, and nightstick. Guards without proper uniform shall be considered absent and the day's salary deducted from the current month invoice.
4. The required Services are of high standards i.e.
 - Guards should be well disciplined, with high standards of education and training.
 - Guards should be dressed daily in clean and well turn out uniforms.
 - Must be of impeccable characters, honest and be of high integrity.
 - Knowledge of Information and Communication technology is an added advantage.

- Must be able to communicate and express themselves clearly in the national languages.
 - Must be trained in customer care and public relations tenets.
 - All security guards must have certificate of Good conduct from the Directorate of Criminal Investigation (DCI) of the Kenya Police Service.
 - In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to the security officer/ Management for final decision and sharing with insurers on record for specific covers.
5. Guards are expected to have been trained on basic investigation Techniques and prevention of scenes of crime.
 6. The services shall be expected to be fully supervised and managed on 24 Hrs. basis throughout the term of contract.
 7. Service providers shall be expected to have trained their guards, Supervisors and managers on fire-fighting techniques, disaster Management, crowd control and crowd dispersal.
 8. Guards shall be expected to maintain occurrence books, (OB) Vehicles movement registers and other operating instructions set by THIKA WATER AND SEWERAGE COMPANY LTD. These books are to be checked and counter signed by the Security Officer or His deputy on Daily basis.
 9. Guards shall be expected to know how to use access control gadgets and other equipment that go in hand with security controls.
 10. All guards, supervisors and managers of any service providers (s) shall be expected to adhere and observe all security operating instructions that shall be given to them from time to time.
 11. All guards shall be expected to have the ability to use their positive initiatives whenever they shall be confronted with a security issue without jeopardizing on the overall security arrangement.
 12. Guards are prohibited from sleeping, smoking, lighting of borne fires, or chatting during working hours.
 13. Guards are expected to be time conscious.
 14. Guards will be required to arrange for their own accommodation outside the areas.
 15. There are no medical facilities; however, similar services may be obtained from Government and Private Clinics.

16. Due to high electrical accident risks, guards must not tamper with any apparatus, switches, meters and accessories.
17. Guards posted in the factory area sites must use protective gears such as helmets.
18. Safety precautions need to be adhered to within the factory area 19. Guards are prohibited from operating any type of equipment, driving of company or staff vehicles or any other item within their reach.
19. Area operating procedures and instructions shall be provided on site.
20. All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and THIKA WATER AND SEWERAGE COMPANY LTD shall make periodical check/visits.

Conditions

1. Commitment to provide deployment and routine check patrol vehicles, motor bikes and motor vehicles and provide their details.
2. Proof those guards are trained on fire detection, prevention and control.
3. Commitment to attend fire drills, fire prevention, detection and control.
4. Commitment to provide adequate guards for THIKA WATER AND SEWERAGE COMPANY LTD entire property, giving a workable security plan including daily activities of each site and attach a schedule.
5. Provide proof of back-up systems in cases of emergencies including chase cars to assist in arresting offenders.
6. Attach proof of education/professional qualifications for the guards.
7. Provide persons who will be charged with control of industrial disputes/assembly control and riots, legal and practical limitations in relation to searching of persons, property and vehicles, and in charge of summoning police, fire brigade and ambulances in cases of emergencies.
8. Commit to provide medical inspection certificates as proof of fitness while on duty. Also provide treatment arrangements for your guards and first aid while on duty.
9. Provide details of how security officers and personnel will be subjected to an effective supervisory arrangement.
10. Provide certificates for the guard dogs and details of how they shall be examined by a veterinary from time to time. These should bear the details of quality of breeds of the dogs and certified by a veterinary.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.

Dated this _____ day of _____ 20
[signature] _____ *[In the capacity of]*
 Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

S/NO	SITE	No. OF GUARDS DURING THE DAY	No. OF GUARDS DURING THE NIGHT	DOGS/HANDLER	PRICE PER GUARD PER 12 HRS	TOTAL PRICE
1.	Water Treatment Plant	6	5	1 dog, 1 dog handler		
2.	Thika River Intake	1	2	NIL		
3.	Victory Plaza	1	1	NIL		
4.	Town Tank	1	1	NIL		
5.	Section 9 Tank	1	1	NIL		
6.	Githingiri Tank	1	1	NIL		
7.	Bendor Tank	1	1	NIL		
8.	Kimathi Tank	1	1	NIL		
9.	Gatunyaga Office	1	1	NIL		
10.	Gatunyaga Tank	1	1	NIL		
11.	Ngoingwa Tank	2	2	1 dog, 1 dog handler		
12.	Witeithie Office	1	1	NIL		
13.	Maryhill Tank	1	1	NIL		
14.	Makongeni Tank	1	1	NIL		
15.	Old Sewerage Plant	1	1	NIL		
16.	New Sewerage Plant	2	2	NIL		
17.	Landless Tank	1	1	NIL		
18.	Ngoliba Tank	1	1	NIL		
19.	Ngoliba Pump Station	1	1	NIL		
	TOTAL GUARDS	26	26	2 DOG HANDLERS, 2 DOGS		
	Total Amount Vat inclusive					

Note; Additional guarding services may be required at a particular period with the same terms and conditions.

Signature of tenderer _____

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

Issued by the Thika Water and sewerage company ltd

CONTRACT FORM

THIS AGREEMENT made the ___day of _____20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

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 Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No.,.....Street/Road</p> <p>Postal address Tel No. Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>Branch</p>

	Part 2 (a) – Sole Proprietor			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] 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 or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We,the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement
Administrative Review Board to review the whole/part of the above mentioned decision on the following
grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary