

Kwale International Sugar Company Limited



**TENDER FOR
PROVISION OF SECURITY AND GUARD SERVICES**

Tender No.: KISCOL/SEC/INFR/2014-006

CLOSING DATE: Thursday, 14th October, 2014

TIME: 1000 Hrs Local Time

(Bidders are urged to carefully read the whole document before submitting a bid. Failure to provide required information shall imply that the bidder either does not have the requested information or has chosen not to provide the same, in which case, the bid will be summarily disqualified. Where repetition is observed in this document and such repetition is not cleared under the SCC, bidders should not that such repetition is meant for purposes of focus and clarity for the bidder.)

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SECTION I: INVITATION TO TENDER

TENDER REF. NO: KISCOL/SEC/INFR/2014-006

TENDER NAME: TENDER FOR SECURITY AND GUARD SERVICES

- 1.1 **Kwale International Sugar Company Limited** invites sealed tenders from eligible candidates for provision of **SECURITY AND GUARD SERVICES**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Kwale International Sugar Company Limited liaison offices** during normal working hours or download the tender for viewing before purchase at the company website.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **(Five thousand shillings only) Ksh.5,000/=** at the above Liaison offices during normal working hours.
- 1.4 Prices quoted should be net, inclusive of **all taxes**, and **delivery costs**, must be in Kenya Shillings and shall remain valid for 90 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 name and be deposited in the Tender Box at **Kwale International Sugar Company Limited Liaison Office – Main Reception Ground Floor**) so as to be received on or before **Thursday, 14th October, 2014 AT 10:00 A.M**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the same venue.
- 1.7 *A single mandatory site visit will be conducted on Wednesday the 1st of October, 2014 at the KISCOL project site located at Msambweni in Kwale County. Bidders shall make their own arrangements to attend the site visit.*

Director-Projects

Kwale International Sugar Company Limited

SECTION II: – INSTRUCTIONS TO TENDERERS

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 ELIGIBLE TENDERERS

- 2.1.1. The Tender is open to providers of **SECURITY AND GUARD SERVICES** who have appropriate and valid accreditations.
- 2.1.2. Kwale International Sugar Co. Ltd 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. (a) 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 Kwale International Sugar Co. Ltd 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.
- 2.1.3 (b) A declaration of no conflict of interest is included in the Confidential Business Questionnaires.
- 2.1.4.(a) Tenderers involved in corrupt or fraudulent practices or debarred from participating in KISCOL or public procurement shall not be eligible.
- 2.1.4 (b) An anti-corruption affidavit as provided is included in the bidding document.

2.2 COST OF TENDERING

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kwale International Sugar Co. Ltd, 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 to be Kshs.5,000/=
- 2.2.3 Kwale International Sugar Co. Ltd 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) Details of service
 - v) Schedule of Requirements
 - vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Oaths and Statutory Declaration form
- xiii) Bank guarantee for advance payment

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 Kwale International Sugar Co. Ltd in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Kwale International Sugar Co. Ltd 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 Company. Written copies of the Company's 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. Kwale International Sugar Co. Ltd shall reply to any clarifications sought by the tenderer within 2 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, Kwale International Sugar Co. Ltd, 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, Kwale International Sugar Co. Ltd, 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 Kwale International Sugar Co. Ltd, 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 Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd'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 **KShs. 200,000.00**.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price. (This Clause is Voided).

2.12.2 The tender security is required to protect Kwale International Sugar Co. Ltd 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 bank guarantee.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Kwale International Sugar Co. Ltd 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 **90** days or as specified in the invitation to tender after date of tender opening prescribed by Kwale International Sugar Co. Ltd, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the company as nonresponsive.
- 2.13.2 In exceptional circumstances, Kwale International Sugar Co. Ltd 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 initialled 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 initialled by the person or persons signing the tender.

2.15 SEALING AND MARKING OF TENDERS

- 2.15.1 Bidders shall submit their tenders in two separate envelopes clearly marked

Envelope A (TECHNICAL BID) and
Envelope B (FINANCIAL BID)

- 2.15.2 The technical bid and the financial quotation shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialled by the candidate.
- 2.15.3 For each tender the candidates shall prepare the tenders in the number of copies indicated in the special conditions of contract. Each Technical bid and Financial tender shall be marked **"ORIGINAL"** or **"COPY"** as appropriate. If there are any discrepancies between the original and the copies of the tender, the original shall govern.
- 2.15.4 The original and all copies of the Technical bid shall be placed in a sealed envelope clearly marked **"TECHNICAL BID"**, and the original and all copies of the financial tender in a sealed envelope duly marked **"FINANCIAL TENDER"**. Both envelopes

shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked **“DO NOT OPEN before Thursday, 14th October, 2014 AT 10:00 A.M.**

2.15.5 The completed Technical bid and financial tenders must be delivered at the submission address on or before the time and date of the submission of the tenders indicated in the appendix to the instructions to candidates. Any tenders received later than the closing date for submission of tenders shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial tenders will bear the address of the candidate submitting the tenders.

2.15.6 After the deadline for submission of tenders the outer envelope and the technical tenders shall be opened immediately by the opening committee. The financial tenders shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical bids but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

2.15.7 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer

2.15.2 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”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kwale International Sugar Co. Ltd will assume no responsibility for the tenderer’s misplacement or premature opening.

2.16 DEADLINE FOR SUBMISSION OF TENDERS

2.16.1 Tenders must be received by Kwale International Sugar Co. Ltd at the address specified under paragraph 2.15.2 no later than **Thursday, 14th October, 2014 AT 10:00 A.M.**

2.16.2 Kwale International Sugar Co. Ltd 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 company and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 All tenders, whether Bulky or not, shall be received and registered 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 Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd will open all Technical Bids in the presence of tenderers' representatives who choose to attend, on **Thursday, 14th October, 2014 AT 10:00 A.M.** 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 Kwale International Sugar Co. Ltd, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd in its tender evaluation, 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 Kwale International Sugar Co. Ltd will examine the tenders to determine whether the following are submitted as requested:
- 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 Kwale International Sugar Co. Ltd 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, Kwale International Sugar Co. Ltd 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. Kwale International Sugar Co. Ltd'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 Kwale International Sugar Co. Ltd 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, Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd'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 22.3 the following evaluation methods will be applied:

Technical Evaluation

- (1) That the firm has a branch office in a town close to the project area with proof of physical location, contact person and telephone numbers.
- (2) Proof of continuous training.
- (3a) Comprehensive CV, giving names of professionals, experience and qualifications of the management team.
- (3b) The Operations Manager must be a member of the ex-disciplined forces commissioned with a clear certificate of discharge or equivalent which must be presented with the bid document.

(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 KWALE INTERNATIONAL SUGAR CO. LTD

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 Kwale International Sugar Co. Ltd 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, Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd 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

2.24.1 Kwale International Sugar Co. Ltd 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.

2.24.2: Kwale International Sugar Co. Ltd 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 Company's action. If The Company determines that none of the tenderers is responsive; Company shall notify each tenderer who submitted a tender.

2.24.3: 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.

(c) Kwale International Sugar Co. Ltd Right to Vary quantities

2.24.4: Kwale International Sugar Co. Ltd reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Kwale International Sugar Co. Ltd Right to Accept or Reject Any or All Tenders

- 2.24.5: Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd's action.

2.25 NOTIFICATION OF AWARD

- 2.25.1 Prior to the expiration of the period of tender validity, Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd. 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 of 10% of the contract sum pursuant to paragraph 31, Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd notifies the successful tenderer that its tender has been accepted, The Company 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 Kwale International Sugar Co. Ltd.
- 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 Kwale International Sugar Co. Ltd, the successful tenderer shall furnish the **PERFORMANCE SECURITY OF 10% OF THE CONTRACT SUM** in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to The Company.
- 2.27.2 Failure of the successful tenderer to comply with the requirement, Kwale International Sugar Co. Ltd shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The Company may make the award to the next lowest evaluated or call for new tenders.

2.28 CORRUPT OR FRAUDULENT PRACTICES

- 2.28.1 Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd 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 KISCOL procurement procedures.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITION OF TERMS

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 superseded 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

3.4: USE OF CONTRACT DOCUMENTS AND INFORMATION

- 3.4.1 The Contractor shall not, without Kwale International Sugar Co. Ltd's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of The Company in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without Kwale International Sugar Co. Ltd's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of Kwale International Sugar Co. Ltd and shall be returned (all copies) to The Company on completion of the contract's or performance under the Contract if so required by The Company.

3.5 PATENT RIGHT'S

The tenderer shall indemnify Kwale International Sugar Co. Ltd 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

- 3.6.1 Within thirty days (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd and shall be in the form of a bank guarantee.
- 3.6.4 The performance security will be discharged by Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd or its representative shall have the right to

inspect and/or to test the services to confirm their conformity to the Contract specifications. The Company 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 Kwale International Sugar Co. Ltd.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, Kwale International Sugar Co. Ltd 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 Company.
- 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 Company'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 Company's prior written consent.

3.10 TERMINATION FOR DEFAULT

Kwale International Sugar Co. Ltd 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 Company.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of Kwale International Sugar Co. Ltd has

engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Kwale International Sugar Co. Ltd 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 Company for any excess costs for such similar services.

3.12 TERMINATION FOR INSOLVENCY

Kwale International Sugar Co. Ltd may at the anytime 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 Company.

3.13 TERMINATION FOR CONVENIENCE

3.13.1 Kwale International Sugar Co. Ltd 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 Company 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 Kwale International Sugar Co. Ltd may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 RESOLUTION OF DISPUTES

Kwale International Sugar Co. Ltd 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

- 4.1 These Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
2.14: Tender Security	KShs. 200,000.0
3.8: Payment	Bidder Must state their offered Credit Period
2.27. Performance Security	10% of the Contract Sum
3.14: Resolution of Disputes	Arbitration to be considered before litigation in accordance to Kenyan Law
3.17: Applicable Law	Laws of Kenya
3.18: Notices	The Director Projects, Kwale International Sugar Co. Ltd P.O. Box 46279-00100, Nairobi. Email: procurement@kwale-group.com

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 KISCOL;

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 KISCOL.

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 KISCOL in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable KISCOL 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.

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 reinstate their Service within six hours failure to which they shall be liable for Summary Termination pursuant to Section 5.1 above.

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

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 KISCOL'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 KISCOL 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 **two (2) years** from the date of contract signing. 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;

KISCOL 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

KISCOL may without prejudice to any other remedy accruing to it terminate the contract summarily by giving a **forty eight** hour 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 has 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 industrial affairs/relations 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.

On termination of this Agreement howsoever terminated, 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 endeavour 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 KISCOL 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 Contractor shall carry out all instructions of the Employer's Representative 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 within twenty four hours of issuance.

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 KISCOL that is not already in the public domain.

The Security Company shall, at the time of signing the Contract, also sign a Non-Disclosure and or Confidentiality Agreement.

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 KISCOL 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 KISCOL. Terms of payment will, however, be as agreed at the time of contract signing.

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.

SECTION V:

SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS &

PRICE SCHEDULE

Appended below is the description of the services, areas of deployment;

1. TENDER EVALUATION CRITERIA

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.

The following documents are **MANDATORY**:

1. Original Tender Security/Bid Bond
2. A copy of Certificate of Incorporation/Registration
3. Valid Single Business Permit
4. Submit Tax Compliance Certificate
5. All companies incorporated in Kenya under the Companies Act Cap 486 of the Laws of Kenya must submit evidence of the Company's Annual Return for the year ended 31st December, 2013.
6. Valid Certificate of Membership issued by Kenya Security International Association (KSIA) for bidders for the company's factory and housing units and either KSIA or Protective Security International Association (PSIA) for bidders for pump stations and farm areas.
7. Audited Financial Statements /Accounts for the last 2 years or Six (6) months Bank statement duly certified by the Bank.
8. The tenderer **shall make a mandatory site visit in all areas requiring the Security and Guard Services**. A site visit certificate shall be issued by the procuring entity's representatives in the respective areas for confirmation of such visits.
9. Three (3) letters of recommendation for provision of security services of similar magnitude from other reputable institutions other than KISCOL.
10. 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.
11. Valid Frequency License (Not payment Receipts) from Communication Commission of Kenya (CCK).
12. Valid Work Injury Benefit Policy or Group Personal Accident Policy or Employers Liability Policy.

- (i) The following additional requirement carries a 100% maximum score with a cut off score of 80%. Any tenderer who does not meet the cut-off score will not be eligible for financial evaluation.

TECHNICAL EVALUATION REQUIREMENTS SCHEDULE

	Description Of Criteria	Max. Score	Cut Off Score	Requirement	Confirm submission Yes/ No
Physical Facilities					
1	Evidence of physical address. Attach copies of title, lease or rental agreement (4 mark)	20	16	Copy of title/ lease agreement	.....Y/N
2	Proof of fleet capacity – minimum 5 motor vehicles dedicated to security assignments (attach copies of log books and areas where such vehicles are deployed) (4 marks)			5 copies of log books owned or leased (with lease agreement)	.....Y/N
3	Evidence to certify that dogs are vaccinated. (Attach current vaccination evidence) (4 marks)			4 Current vaccination certificates	.....Y/N
4	State pairs of uniforms provided to each guard (3 marks)			Required 2 pairs	.....Y/N
5	Submit list of other equipment and kits provided to guards (5 marks)			Service requirements list on page 32	.....Y/N
Company Profile					
1	Number of years that the firm has been providing security services. a. more than 10 years – 8 marks; b. 8 to10 years – 5 marks; c. 5 to 8 years - 2 marks; d. 0 to 5 years – 1 mark)	30	25	Specify	..... Yrs
2	Company's turn over . 1. 25 million – 2 marks 2. 50 million – 4 marks 3. 75 million - 6 marks 4. 100 million – 8 marks			From audited Accounts for last 2 yrs	Last yr Previous yr

3	Proof of Contractual Liability Cover with a minimum limit of 20 million per event. (8 marks)			Copy of Policy	.....Y/N
4	Indicate the current assignments and the number of guards deployed (attach copies of work order / contract) and indicate number of guards on standby.(6 marks)			List of assignments workorders & indicating No. of guards	.....Y/N
Personnel Competency Profiles					
1	State your policy on qualification of guards to be deployed indicating the minimum academic qualification and experience. (4 marks)	30	26	Min. 2 CV's for guards	.....Y/N
2	State your policy on qualification of Supervisors to be deployed indicating the minimum academic qualification and experience. Attach CV's of the supervisors. (4 marks)			Min. two (2) CV's for supervisors	.....Y/N
3	State with documentary evidence the frequency checks made by a supervisor at each station in a 12 hour shift. (3 marks)			Min. two (2)	.....Y/N
4	Provide evidence (in form of certification from the trainers) of guards training on the following: (1) Threat identification (2 marks) (2) Emergency/Distress response rescue or evacuation (2 mark) (3) First Aid (2 marks) (4) Anti Terrorism (1 mark) (5) Firefighting and safety (2 marks) (6) Investigation and collection of intelligence (1 mark) (7) Communication skills and report writing (1 mark) (8) Customer care (2 mark) (9) Arrest and immobilization(1 mark) (10) search of a suspect (1 mark) (11) Physical fitness/drill/endurance (1 mark) (12) VIP escort/protection (1 mark) (13) Record keeping (1 mark) (14) Knowledge in CCTV and automated alarm systems (1 mark)			Tick as applicable	1 2 3 4 5 6 7 8 9 10 11 12 13 14
Reputation					
1	1. No past termination by KISCOL (10 marks)	18	13	NON	.....Y/N

2	1. No past litigation with KISCOL (3 marks)			NON	.....Y/N
3	No past record of poor performance in KISCOL assignment (5)			NON	.....Y/N
	Document presentation	2	0		
		100	80		

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 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

2. SERVICE REQUIREMENTS

The successful Bidder will be expected 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) Attend fire emergency situation/fire prevention, detection and control.
- (k) Have back-up systems in cases of emergencies.
- (l) Identify and mitigate threats such as attacks, thefts and bombs.
- (m) Assist in First Aid and evacuation drills.
- (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 KISCOL must be medically fit to undertake their duties. Relevant Medical Certificates to be produced upon request.
- (q) All persons employed and deployed to KISCOL 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 KISCOL will spell out and KISCOL 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.
- (z) Guards posted in high operation sites **must** use protective gears. Safety precautions must be adhered to within the power station and the dam areas.

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 KISCOL and shall be presented to Protective Services 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) Other security equipments like electronic metal detectors, undercarriage mirrors, etc.
- (f) Great Coats
- (g) Sweaters
- (h) Clean, presentable Uniforms (Shirt & Trousers) and Tie where applicable at all times while on duty.
- (i) Clubs
- (j) Identification badges
- (k) Communication equipments
- (l) Umbrellas and any other protective clothing.
- (m) 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:
 - 4.1.1 General transport requirements for all its personnel to and from the assignment to be factored in the overall unit price.
 - 4.1.2 The security company shall be expected to establish a site office outside KISCOL premises where necessary.
 - 4.1.3 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.20,000,000/- per event and Kshs.20,000,000/- 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 KISCOL, 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 KISCOL, 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 Area Protective Services Officer who will report his/her findings to the Chief Protective Services Officer for action.

8. CLAIMS

- 8.1 Notice of all claims by KISCOL 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 KISCOL shall pay to the Security Company such fees and charges as specified in the Second Schedule of this Agreement.
- 9.2 KISCOL 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.

AREAS OF ASSIGNMENT OF SECURITY SERVICES

The bidding firms must take note that **Kwale International Sugar Co. Ltd** requires security services on **24 HOURS** basis.

SUMMARY OF COSTS

ITEM	QTY	UNIT PRICE(KSH) per month	Total Cost per month	Annual cost
DAY GUARDS				
NIGHT GUARDS				
SUPERVISOR				
DOGS & DOG HANDLER				
			Total (Kshs.) VAT Inclusive	

Signature of Tenderer

N/B this shall be submitted separate from the technical bid

NOTES:

- 1) In case of discrepancies between unit prices and total, the unit price shall prevail.
- 2) Each Security firm is to apply for all zones (However applicants should indicate other preferred zones in order of priority and **MUST** be willing to work in any part of the project.)
- 3) All security firms **MUST** be registered with their association. (Attach Proof)

DESCRIPTION OF SERVICES TO BE OFFERED

The current deployment is a maximum ofguards. (Normal guards inclusive). This quantity is subject to variation at the signing of the contract. Bidders shall therefore be required (in the **FINANCIAL PROPOSAL**) to provide clearly the unit cost per.

b) **Site Offices** – All site offices are to be guarded for 24 hours including holidays and weekends.

c) **Equipment for Extinguishing Fire in cases of outbreaks. B. ANTI-**

TERRORISM AND SURVEILANCE SERVICES

1. The guards to conduct mirror and luggage checks on vehicles entering the Office premises to counter the threat of international terrorism.
2. Attend fire emergency situation / fire prevention, detention and control of spillage and vandalism.
3. Ability to control Industrial disputes/assembly control and riots
4. Basic First Aid Training for self and other individuals.

KWALE INTERNATIONAL SUGAR CO. LTD REQUIREMENTS

The company, Kwale International Sugar Co. Ltd has a security officer, a position that forms part of the organization structure.

In order to provide efficient services to our customer, the company wishes to contract services of Private security firms to offer security services on contractual basis.

Ordinary security guards should meet the following minimum qualifications

- ❖ Kenyan citizen
- ❖ Form four level of education.
- ❖ Fluent speakers and writers of English or Kiswahili. Foreign language will be an added advantage.
- ❖ Certificate of good conduct.
- ❖ Excellent Public relations

The security firm to be contracted must have expertise in the following areas:

- ❖ To guard and protect the properties of the company.
- ❖ To handle our customer in a dignified manner.
- ❖ Ensure that all the laid down company security measure are adhered to.
- ❖ To be able to advise the company on security upgrading.

SPECIFICATIONS

The party contracted by Kwale International Sugar Co. Ltd will be required to:

1. Provide a comprehensive photographic/impression of the guards in uniform.

The uniforms are expected to be worn at all times while the guards are on duty. The guards must be neat and clean

2. Should provide a list of the topics covered in the training of their guards.
3. Should be able to provide walkie talkie radios at some designated positions.

Tenderers are required to provide the following in a properly formatted document.

1. Tenders to provide at least three reference Corporate firms (excluding KISCOL) where the firm has provided the above services in the recent past, with evidence/proof of documentation, or contractual Documents.
2. Tenderers should provide the organizational structure and Curriculum Vitae of management personnel and the technical personnel to be involved in the contract.
3. Tenderers to submit a comprehensive outline of intended method of work in terms of the description of work to be offered
4. Tenderers to provide certified evidence of the Insurance Certificate as stated below
 - I. Workman's Compensation and group personal accident Insurance
 - II. Third Party of Public Liability Insurance.
5. Tenderers with previous records of professional misconduct will be disqualified.
6. Tenderers should duly complete and sign the Business questionnaire form that is included in the Tender Document.
7. Tenderers should provide a valid Certificate of Good Conduct for the Security firm from C.I.D/Government. (This is a mandatory requirement) failure to submit the certificate shall lead to disqualification. The Directors of the firm shall also provide the same certificate for each director.
8. Tenderers should provide a list of communication equipment, motor vehicles and other relevant equipment, their location and proof of ownership of the said equipment.
9. Tenderer is expected to pay their guards government approved wage rates.
10. **Community Social Responsibility:** It is advisable that the Contractor put into consideration employing eligible persons from the local community while undertaking the assignment so as to foster good relations with the local community.

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 members.

2. The contractors shall be expected to familiarize themselves with the prevailing local working conditions and the respective community interests in the areas of operations.D. **FINANCIAL PROPOSALS**
- a) Bidders shall indicate their **PRICE** per guard as a **FIXED PRICE** to be invoiced to Kwale International Sugar Co. Ltd at the end of each month. The price shall be inclusive of government taxes.
 - b) The **QUOTED PRICE** by the bidder shall include for the dog handling where applicable and the Ordinary security guards, and shall remain fixed during the contract period.

N/B this shall be submitted separate from the TECHNICAL BID.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Oath and Statutory Declaration form
7. Bank guarantee for advance payment
8. Site Visit Clearance Certificate

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 authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

1. FORM OF TENDER

TO,

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide SECURITY AND GUARD SERVICES under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words].....
.....
.....
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 SECURITY AND GUARD SERVICES in accordance with the conditions of the tender.
3. 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of..... 2013

.....
.....

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of
.....

2. 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 Kwale International Sugar Co. Ltd invited tenders for SECURITY AND GUARD SERVICES and has accepted a tender by the tenderer for the supply of the services in the sum of Ksh.....[contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (c) the General Conditions of Contract
 - (d) the Special Conditions of Contract; and
 - (e) the Kwale International Sugar Co. Ltd's Notification of Award.
2. In consideration of the payments to be made by Kwale International Sugar Co. Ltd to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kwale International Sugar Co. Ltd to provide SECURITY AND GUARD SERVICES.
3. SERVICES and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Kwale International Sugar Co. Ltd hereby covenants to pay the tenderer in consideration of the provision of the 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 in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by the (Kwale International Sugar Co. Ltd.)

Signed, sealed, delivered by the (for the tenderer)
in the presence of

3. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) whichever applies to your type of business and part 3.

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

Part 1: General:

1.1: Business Name

.....

1.2: Location of business premises

.....

1.3: Plot No.

.....

1.4: Street/Road

.....

1.5: Postal Address

.....

1.6: Office Tel. No.

.....

1.7: Mobile:.....

1.8: Fax No:.....

1.9: Email Address:.....

1.10: Nature of business:.....

1.11: Registration Certificate No.

.....

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

1.13: Name of your bankers Branch

.....

Part 2(a) – Sole Proprietor:

2a.1: Your name in full Age

2a.2: Nationality Country of origin

Citizenship details.....

Part 2(b) – Partnership

2b.1: Give details of partners as follows

2b.2: Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

2c.1: Private or public

2c.2: State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

2c.3: Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer
.....

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of Kwale International Sugar Co. Ltd?
Yes..... No:.....

3.2: If answer in „3.1“ is YES give the relationship:.....

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organization Subsidiaries or Joint Ventures?
Yes..... No.....

3.4: If answer in „3.3“ above is YES give details.....
.....
.....

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it"s affiliates that have been engaged by Kwale International Sugar Co. Ltd to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes.....
No.....

3.6: If answer in „3.5“ above is YES give details.....
.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes..... No.....

3.8: If answer in „3.7“ above is YES give details.....
.....

3.9: Have you offered or given anything of value to influence the procurement process?
Yes..... No.....

3.10: If answer in „3.9“ above is YES give details.....

.....
I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:..... Signature of

Candidate:.....

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

4. TENDER SECURITY FORM

Whereas(hereinafter called <the tenderer> has submitted its bid
[*name of Bidder*]
datedfor the provision of insurance services (hereinafter called <the tender?
[*date of submission of bid*]

KNOW ALL PEOPLE by these presents that WE
.....of.....having
[*name of bank*] [*name of country*]

our registered office at (hereinafter called <the procuring entity> in
[*name of procuring entity*]

the sum of Kshs..... for which payment well and truly to be made to
[*state the amount*]

Kwale International Sugar Co. Ltd, the Bank binds itself, its successors, and assigns by these presents.
Sealed

with the Common Seal of the said Bank this day of200...

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its tender during the period of tender validity specified by Kwale International Sugar Co. Ltd on the Form; or
- 2. If the tender, having been notified of the acceptance of its tender by Kwale International Sugar Co. Ltd 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 tenders.

We undertake to pay to Kwale International Sugar Co. Ltd up to the above amount upon receipt of its first written demand, without The Company having to substantiate its demand, provided that in its demand The Company will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender 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 stated date.

Signature:.....
Date:.....

Official Stamp:.....

5. PERFORMANCE SECURITY FORM

Kwale International Sugar Co. Ltd
P.O. Box 46279-00100,
NAIROBI.

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 of SECURITY AND GUARD 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 a 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 of money 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 of financial institution]

.....
[Address]

.....
[Date]

6. OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCURMENT AND DISPOSAL ACT NO. 3 OF 2005

I,..... Of P.O
Box.....

Being a resident of..... in the Republic of Kenya do hereby make
oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of.....
(name of the Candidate) which is a Candidate in respect of Tender Number..... to
supply goods, render services and/or carry out works for Kwale International Sugar Co. Ltd and duly
authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of
the Board, Management, Staff and/or employees and/or agents of Kwale International Sugar Co.
Ltd, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any
member of the Board, Management, Staff and/or employees and/or agents of Kwale International
Sugar Co. Ltd.
4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at..... by the said }
..... }

Name of chief Executive/Managing Director/ }

Principal Officer/Director }

On this..... day of 20..... }

}

} _____

}

DEPONENT

Before me }

}

}

}

Commissioner for Oaths }

7. BANK GUARANTEE FOR ADVANCE PAYMENT (TO BE APPLICABLE AFTER SIGNING CONTRACT)

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 Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd 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 Kwale International Sugar Co. Ltd 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]

8. SITE VISIT CLEARANCE CERTIFICATE

(This Certificate MUST be attached and submitted with the tender document at the time indicated for tender closing)

This is to certify that M/s

Have visited, inspected and verified the scope of works at

Kwale International Sugar Company Limited project site on _____

KISCOLS REPRESENTATIVE

Name of KISCOL Representative: _____

Signature: _____

Date and Time: _____

TENDERERS REPRESENTATIVE

They were represented by:

Name of Tenderers Representative: _____

(who affirmed that he is of the rank of Supervisor or above as evidenced by the letter She/He provided from his firm)

Signature: _____

Date and Time: _____