



WATER RESOURCES AUTHORITY

Accounting for Every Drop!

TENDER NO: WRA/T/10/2017-2018

**TENDER NAME: PROCUREMENT OF SERVICES
PROVISION OF SECURITY GUARDING
SERVICES (LOT 1-6)**

WATER RESOURCES AUTHORITY

P.O.BOX 45250-00100

NAIROBI-KENYA

DATE OF ISSUE: 6TH JUNE, 2018

REGISTRATION FORM FOR ONLINE TENDERERS/ BIDDERS/SUPPLIERS

Tender No. **WRA/T/10/17-18**

**TENDER NAME: Procurement of Services Procurement of Services
Provision of Security Guarding Services (Lot 1-6)**

NOTE: Please provide your details below for purposes of communication in case you download this tender document from Treasury Supplier Portal or WRA website.

Name of the firm:

Postal Address:

Telephone Contacts:

Company email address:

Contact Person:

Once completed please submit this form to the email below:
procurement.wrma@gmail.com

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SECTION I – INVITATION TO TENDER

Date: 6th JUNE, 2018

Tender REF No. WRA/T/10/2017-2018

Tender name: Procurement of Services Provision of Security Guarding Services (Lot 1-6)

- 1.1 The Water Resources Authority is a State Corporation established under the Water Act, 2016 and designated as the National Government agent responsible for regulating the management and use of water resources in the Country. The Water Resources Authority shall hereinafter be referred to as “WRA” or “the Authority”. WRA invites sealed tenders from eligible candidates for the Procurement of Services Provision of Security Guarding Services (Lot 1-6).

LOT 1

1. WRA Head office in Nairobi

- a) Central Laboratory Nairobi (Industrial Area)

2. Athi catchment area Regional Office Machakos

- a) Kiambu sub-regional office
- b) Nairobi sub-regional office (Industrial Area)
- c) Loitoktok sub-regional office
- d) Mombasa Sub region office

LOT 2

3. Lake Victoria north catchment area Regional office Kakamega

- a) Eldoret sub-regional office
- b) Kitale sub-regional office
- c) Siaya sub-regional office

LOT 3

4. Lake Victoria south catchment area Regional office Kisumu

- a) Kisumu sub-regional office
- b) Kericho sub-regional office
- c) Kisii sub-regional office

LOT 4

5. Rift valley catchment area Regional office Nakuru

- a) Naivasha sub-regional office
- b) Narok sub-regional office
- c) Kapenguria sub-regional office
- d) Kabarnet sub-regional office

LOT 5

6. Ewaso Nyiro catchment area Regional office Nanyuki

- a) Rumuruti sub-regional office
- b) Isiolo sub-regional office
- c) Mandera sub-regional office
- d) Marsabit sub-regional office

LOT 6

7. Tana catchment area Regional office Embu

- a) Meru sub-regional office
- b) Muranga sub-regional office
- c) Kerugoya sub-regional office
- d) Kitui sub-regional office
- e) Garissa sub-regional office

- 1.2 The Respective Lots shall be awarded to different firms as **no firm shall be awarded more than one (1) Lot.**
- 1.3 A complete tender document shall be downloaded free of charge from WRA website: ***www.wra.go.ke*** and the IFMIS website: ***http://supplier.treasury.go.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 name, number and respective lot bided for** and be deposited in the tender box provided at P.O. Box 45250-00100, Nhif Building 10th floor wing B or be addressed and posted to WRA, P.O. Box 45250-00100 to be received on or before **19TH JUNE, 2018 10.00AM.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at NHIF building 9th floor wing B board room.

Chief Executive Officer
Water Resources Authority

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 WRA 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 WRA 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 WRA, 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 tender document is free of charge
- 2.2.3** WRA shall allow the tenderer to review the tender document free of charge

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 WRA in writing or by post, fax or email at WRA address indicated in the Invitation for tenders. WRA 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 WRA. 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. WRA 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, WRA, 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, WRA, 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 WRA, 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 WRA 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 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 WRA'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 **Kshs 280,000**.

2.12.2 The tender security is required to protect WRA 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 and shall be in the form of: A bank guarantee approved by PPRA.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by WRA 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 WRA.

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 WRA 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 120 days or as specified in the invitation to tender after date of tender opening prescribed by WRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by WRA as nonresponsive.

2.13.2 In exceptional circumstances, WRA 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 un-amended 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 WRA at the address given in the invitation to tender

(b) bear, **tender name, number** and **respective lot bided for** in the invitation to tender and the words: "DO NOT OPEN BEFORE **19TH JUNE, 2018 10.00AM,**"

- 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 WRA at the address specified under paragraph 2.15.2 no later than **19TH JUNE, 2018 10.00AM**

2.16.2 WRA 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 WRA 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 WRA 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 WRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 WRA 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 WRA will open all tenders in the presence of tenderers' representatives who choose to attend, at **18TH JUNE, 2018 10.00AM** 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 WRA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 WRA 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 WRA 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 WRA in the WRA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 WRA 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 WRA 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, WRA 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. WRA'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 WRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.20.6 EVALUATION CRITERIA

STAGE ONE

2.20.6.1 Preliminary evaluation of open tenders

The evaluation committee shall first conduct a preliminary evaluation to determine whether –

- (a) The tender has been submitted in the required format;
- (b) Any tender security submitted is in the required form, amount and validity period;
- (c) The tender has been signed by the person lawfully authorized to do so- (*Attach dully signed, stamped & **Certified** Power of Attorney*);
- (d) The required number of copies of the tender has been submitted (**1 Original Clearly Labeled and One Copy Clearly Labeled**);
- (e) The tender is valid for the period required (**120 Days** from date of tender closing date);
- (f) All the required documents and information have filled and submitted been submitted. (*Form of Tender, Confidential Business Questionnaire, Price Schedule, Declaration Form*)
- (g) The tender document has been paginated/Serialized.

Tenders which do not satisfy all the above requirements shall be rejected at this stage

2.20.6.2 Statutory / Mandatory requirements

1. **Valid** Tax compliance certificate
2. List of Directors and their details of citizenship (*Certified copy of CR12 form*)
3. **Certified** Audited Accounts for the last Two years (*Between 2015-2017*)
4. **Certified Copy** of Certificate of Company Registration under the Companies Act, Cap 486
5. Full and up-to-date member of Kenya Security Industry Association or Protective Security Industry Association – (*attach a **Certified copy** of the current membership certificate.*)
6. Tender Security of **Kshs 280,000** valid for **120 days** from the closing date of the tender **in its original form.**
7. References from at least five (5) current corporate clients preferably public institutions (*indicate contact persons with their official email addresses and numbers.*)
8. **Certified copies of** NSSF Compliance Certificate.
9. **Certified copies of** NHIF Compliance certificate
10. **Valid** Work Injury Benefits Policy, Group Personal Accident Policy, Employers Liability. (*Attach Certified Copy of the same*)
11. Evidence of part payroll to show levels of remuneration

In addition to other requirements stated as mandatory elsewhere in this document, full compliance with stated conditions as below;

- i. Shall have been in existence and operating for at least Five (5) years
 - ii. Shall attach documentary evidence that the existing staff are not less than 300 and are on permanent employment and fully insured.
 - iii. Shall pay all their security guards a salary that is compliant with the Minimum wages as prescribed by the Ministry of Labor from time to time. (**Attach a certified copy of payroll by-product or any other authentic documentary evidence for confirmation of current status.**)
 - iv. Shall have been in existence documented standard operating procedures. Submit a certified copy of the same.
 - v. Shall attach signed CVs for key Staff.
12. The tenderer shall provide documentary evidence of having coverage to cover areas where the respective Lot bided for and where the respective WRA offices are located.

Tenders which do not satisfy all the above requirements shall be rejected.

STAGE TWO

The technical evaluation requirements below shall apply to all properties except where it is expressly stated so.

2.20.6.3 Technical Evaluation

(Documentary evidence must be provided for each requirement – non-compliance may lead to disqualification or nil points)

A) Specific experience of the Security Firm in relation to this requirement (40 Points):

i) Provide names, addresses and contact persons of at least five clients (past and current) that can demonstrate your experience in the last five years on similar nature of assignments (Security/guarding services for commercial and residential properties). Attach Proof or evidence of such contracts e.g. letters of award or contract agreements for each client. – **Total 35 points**

List of Clients as above to include the following **(7 Points for each Client)**

1. Name – **0.5 point each (Total 2.5 points)**
2. Address – **0.5 point each (total 2.5 points)**
3. Contact person – **1 point each (Total 5 points)**
4. Similar assignments – **2 points each (Total 10 points)**
5. Proof of such contracts **(Attach evidence e.g. award letters or contract agreement) –3 Points each (Total 15 points)**

(If no evidence e.g. award letters or contract agreements are attached for any stated client shall attract nil points in total for that client)

B) Personnel (35 points)

The tenderer should submit Qualifications and Experiences of at least four key operations Personnel as follows.

(a) Operations Manager (15 points)

- i) Minimum 'O' level with mean grade of C+ (or diploma/graduate) qualification (attach copies of relevant certificates) – (2 points)
- ii) Must have risen to the rank of Chief Inspector of Police and above or equivalent position/ rank in the armed forces Or Have at least 5 years' experience as a senior Manager in private guarding services **(attach evidence) – (3 points)**
- iii) Have current Certificate of good conduct not more than 6 months old **(attach a certified copy) – (3 points)**
- iv) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism & bomb threat procedures, first aid, disaster management, customer service and competence in the use of computers/CCTV **(attach evidence 0.5 points each – total 5 points)**
- v) Attach his or her CV fully signed by both the employer and employee – **(2 points)**

(b) Site Manager/ Officer in Charge (12 points)

- i) Minimum 'O' level qualification with mean grade of C Plain (attach copies of academic certificates – **2 points**)
- ii) Must have risen to the rank of Inspector of Police and above or equivalent position/ rank in the armed forces Or Have at least 5 years' experience as a Site Manager /Officer-In-Charge in private guarding services (attach evidence- **3 points**)
- iii) Have current Certificate of good conduct (**not older than 6 months attach a copy**) – **(1 point)**
- iv) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, disaster management, customer service and competence in the use of computers/CCTV (attach evidence **0.5 points each – total 5 points**)
- v) Attach his or her CV fully signed by both employer and employee – **(1 point)**

(c) Two Supervisors (Day and Night) -4 points each (Total 8 points)

- i) Minimum 'O' level qualification with a minimum of mean grade C Plain (attach copies of academic certificates – 1 point each **(Total 2 points)**)
- ii) Must have risen to the rank of Police sergeant and above or equivalent position/ rank in the armed forces Or Have at least 5 years' experience as a Supervisor in private guarding services (**attach evidence – 0.5 points each (Total 1 point)**)
- iii) Have current Certificate of good conduct (not older than 6 months) (**attach a copy – 1 point each (Total 2 points)**)
- iv) Trained in Radio Communication, Dogs handling, fire-fighting, terrorism and bomb threat procedures, first aid, customer service and competence in the use of computers/CCTV (**attach evidence – 0.125 points for each of this requirement hence 1 point each supervisor (Total 2 points)**)
- v) Attach his or her CV fully signed by both employer and employee – **(0.5 point each (Total 1 point)**)

C) Machinery, Tools, Equipment & Dress (15 points)

- i) At least five (5) operational Motor vehicles and eight (8) Motor cycles located in the respective Lot bided for (attach proof of Ownership/lease agreement - **0.5 points each (Total 9 points)**)
- ii) An operational VHF/Radio Communication license and equipment covering the respective region of the Lot bided for (attach proof of frequency allocation) – **(2 points)**
- iii) Availability of Backup systems in the bidders premises located in the respective region bided for and demonstration of ability to respond on real time basis. The bidder should state clearly the position or locality of the backup – **(2 points)**

D) Business Support (6 points)

- i) Should have valid Professional Indemnity cover and other relevant insurance covers (**attach copies - 4 points**)

ii) Proof of existing Branch network within Kenya – **(2 points)**

E) Referees

Provide at least five (5) letters of recommendation from five (5) clients who could either be past or current clients (*Provide contact emails/ contacts*) – **(5 points)**

N/B

The minimum total technical score required to qualify for financial evaluation is **75%**.

STAGE THREE

2.20.6.4 **Financial evaluation: -**

- i) Availability of Liquid assets and access to lines of credit/other financial resources (**attach evidences – 1 point**)
- ii) Proof of financial stability (current ratios of at least 2:1) ***bidder is required to calculate and show workings– (2 points)***
- iii) Appointed bankers & Bidders authority for WRA to seek bank reference – **(1 point)**

STAGE FOUR – RECOMMENDATION(S)

2.20.6.5 The tenderers / bidder (s) with the lowest evaluated tender prices in each Lot will be recommended for award of respective contract. *No bidder however shall be awarded more than one (1) Lot*

2.21 Conversion to a single currency

2.21.1 Prices quoted shall be net inclusive of all taxes and delivery costs, shall be expressed in Kenya shillings.

2.22 Evaluation and comparison of tenders.

2.22.1 WRA 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 WRA'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:

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

WRA 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 WRA'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. WRA 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 WRA

2.23.1 Subject to paragraph 2.19, no tenderer shall contact WRA 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 WRA 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, WRA 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 WRA 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 WRA 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 WRA's action. If WRA determines that none of the tenderers is responsive; WRA 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, WRA 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 WRA 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, WRA 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 WRA notifies the successful tenderer that its tender has been accepted, the WRA 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 WRA.

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 WRA but not earlier than fourteen (14) days, the successful tenderer shall furnish the performance security before signing of contract in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to WRA.

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 WRA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 WRA 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 WRA 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.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Registered qualified firms operating in Kenya
2.10	Particulars of other currencies allowed.: should be in Kenya shillings only
2.12	Particulars of tender security if applicable.: Tender security shall be Kshs: 280,000
2.30	Particulars of performance security if applicable: Performance security of 10% of the contract price will be required from the winning bidder after the award of the tender but before signing of the tender.

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 WRA 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 WRA under the Contract.
- d) "WRA" 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 WRA 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 thirty (30) days of the receipt of notification of award from WRA but not earlier than fourteen (14) days, the successful tenderer shall furnish the performance security before signing of contract in accordance

with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to WRA.

3.6.2 The proceeds of the performance security shall be payable to WRA 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 and shall be in the form of:

a) **A bank guarantee.**

3.6.4 The performance security will be discharged by WRA 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 WRA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. WRA 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 WRA.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, WRA 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 WRA's prior written consent.

3.10 Termination for Default

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

In the event WRA 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 WRA 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 WRA 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 WRA 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 WRA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

WRA 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 be free to seek legal redress from a court of competent jurisdiction.

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 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
3.6	Specify performance security if applicable: 10% of contract price
3.8	Specify method and conditions of performance: Payment shall be made quarterly or in a manner agreed upon by both parties upon negotiation before signing of contract
3.9	Specify price adjustments allowed: No contract price shall be varied upwards within twelve months from the date of the signing of the contract. PPADA 2015 139(3). Any additions however shall be charged the same as the ones in the tender document.
23.14	Specify resolution of disputes: WRA 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 be free to seek legal redress from a court of competent jurisdiction
3.17	Specify applicable law: The Laws of Kenya
3.18	Indicate addresses of both parties: Chief Executive Officer Water Resources Authority NHIF Building wing B, 9th floor 45250-00100 Nairobi

SECTION V – SCHEDULE OF REQUIREMENTS

SCHEDULE OF STATIONS AND GUARDS

No	Station Description	Total No. of Guards Required	Day	Night
A. WRA Head Quarters				
1.	Head Office at NHIF Bld Nairobi (Wing B. 4 th ,9 th , 10 Floors)			
2.	Central Laboratory at Nairobi Industrial Area	3	1	2
B. Athi Catchment Area				
1.	Regional office at Machakos Town	3	1	2
2.	Nairobi sub-regional office at Nairobi industrial area	3	1	2
3.	Kiambu sub-regional office at Kiambu Town	3	1	2
4.	Mombasa sub-regional office at Mombasa Town	3	1	2
5.	Loitoktok sub-regional office at Loitoktok Town	3	1	2
C. Tana Catchment Area				
1.	Regional office at Embu Town	3	1	2
2.	Meru sub-regional office at Meru town	3	1	2
3.	Murang'a Sub-regional office at Murang'a town	3	1	2
4.	Kerugoya Sub-regional office at Kerugoya town	3	1	2
5.	Kitui sub-regional office at Kitui town	3	1	2
6.	Garissa sub-regional office at Garissa town	3	1	2
D. Ewaso Nyiro Catchment Area				
1.	Regional office at Nanyuki town	3	1	2
2.	Isiolo sub-regional office at Isiolo town	3	1	2
3.	Marsabit sub-regional office at Marsabit town	3	1	2
4.	Mandera sub-regional office at Mandera town	3	1	2
5.	Isiolo sub-regional office at Isiolo town	3	1	2
E. Rift Valley Catchment Area				
1.	Regional office at Nakuru town	3	1	2
2.	Naivasha Sub-regional office at Naivasha town	3	1	2

3.	Narok Sub-regional office at Narok town	3	1	2
4.	Kabarnet Sub-regional office at Kabarnet town	3	1	2
5.	Kapenguria Sub-regional office at Kapenguria town	3	1	2
F. Lake Victoria South Catchment Area				
1.	Regional Office at Kisumu town	3	1	2
2.	Kisumu Sub-regional office at Kisumu town	3	1	2
3.	Kericho Sub-regional office at Kericho town	3	1	2
4.	Kisii Sub-regional office at Kisii town	3	1	2
G. Lake Victoria North Catchment Area				
1.	Regional Office at Kakamega town	3	1	2
2.	Eldoret Sub-regional office at Eldoret town	3	1	2
3.	Kitale Sub-regional office at Kitale town	3	1	2
4.	Siaya Sub-regional office at Siaya town	3	1	2
Total		87	30	60

SECTION VI – DESCRIPTION OF SERVICES

DESCRIPTION OF SERVICES (TERMS OF REFERENCE) SECURITY SERVICES

A) Introduction

The Water Resources Authority is a State Corporation established under the Water Act, 2016 and designated as the National Government agent responsible for regulating the management and use of water resources in the Country. The Water Resources Authority shall hereinafter be referred to as ‘WRA’ or –the Authority. WRA has national outlook with established Regional offices and sub-regional offices spread out within the catchment areas as follows:

LOT 1

8. WRA Head office in Nairobi
 - b) Central Laboratory Nairobi Industrial Area
9. Athi catchment area (Office Machakos)
 - e) Kiambu sub-regional office
 - f) Nairobi sub-regional office
 - g) Loitoktok sub-regional office
 - h) Mombasa Sub region office

LOT 2

10. Lake Victoria north catchment area (office Kakamega)
 - d) Eldoret sub-regional office
 - e) Kitale sub-regional office
 - f) Siaya sub-regional office

LOT 3

11. Lake Victoria south catchment area (office Kisumu)
 - d) Kisumu sub-regional office
 - e) Kericho sub-regional office
 - f) Kisii sub-regional office

LOT 4

12. Rift valley catchment area (office (Nakuru)
 - e) Naivasha sub-regional office
 - f) Narok sub-regional office
 - g) Kapenguria sub-regional office
 - h) Kabarnet sub-regional office

LOT 5

13. Ewaso Nyiro catchment area (office Nanyuki)
 - e) Rumuruti sub-regional office
 - f) Isiolo sub-regional office
 - g) Mandera sub-regional office
 - h) Marsabit sub-regional office

LOT 6

14. Tana catchment area (office Embu)
 - f) Meru sub-regional office
 - g) Muranga sub-regional office
 - h) Kerugoya sub-regional office
 - i) Kitui sub-regional office
 - j) Garissa sub-regional office

B) Scope of Services

1. Safeguarding and protecting the WRA personnel, tenants, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none WRA property located at WRA premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicles or by foot as required providing continuous surveillance. While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the shift supervisor and close and lock gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
2. Ensure that all the regulations of the WRA affecting the security of their property and the property of the WRA tenants are carried out. A copy of regulations shall be given to the winning contractor together with other contract documents.
3. Any interference to the perimeter protection of the premises to be identified and reported to the WRA immediately. Shall deter the commission of assault, battery, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in WRA premises. All visitors and customers to WRA premises to be courteously received assisted and directed.
4. Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
5. Shall prevent the occurrence of fires, explosions and other catastrophes by the close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
6. Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security.
7. Ensure that fire-fighting equipment remain in designated locations and are not interfered with. In addition ensure that the right fire equipment is used to extinguish fire.

8. Search and record all vehicles entering and leaving WRA premises and verify gate passes issued to visitors as directed from time to time by WRA or its agent.
9. Implement the contractor's right to search employees, visitors and tenants and their vehicles to ensure that no unauthorized property is taken from the premises without relevant authority or entry of suspicious equipment and materials.
10. Ensure that before any property is removed authorization is obtained from the relevant authorities.
11. Maintain a daily occurrence book and all security records should be made available to the management of WRA at any time.
12. Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles and bicycles.
13. Regulating human traffic in all WRA stations offices and customers' access respective service in an orderly manner without delay.
14. Guard all WRA premises against terrorism by ensuring thorough access controls, screening and/or searching of personnel and vehicles using metal detectors, under search mirrors, or any other acceptable gadget, detect and deal with suspicious characters.
15. The bidder must prove existence of radio network with central command by producing a valid frequency license.
16. The successful bidder shall be liable for any loss suffered by WRA as a result of the bidders' negligence.
17. The successful bidder shall be able to send a quick response and backup crew to WRA premises at a short notice as and when an emergency occur.
18. To have guards who are computer literate and with capacity to manage future automated security processes.
19. 100% of the guards supplied to WRA must be trained in anti-terrorism and customer care. Attach proof.
20. The bidder firm must have ability to install own guard monitoring system semi or fully automated.
21. The bidder must supply own VHF radio communication for client premises.
22. The bidder must deploy literate guards who can read and write with a minimum of O level education. Attach proof.
23. The bidder shall provide the guards with the following equipment and dress: uniforms, whistles and lanyards, torches and batteries, clubs and identification badges.
24. Any bidder awarded the contract shall be required to produce certification of good conduct for each and every guard deployed.

25. The security guard that will be posted to the properties shall be medically fit, with a medical certificate from a reputable medical institution.
26. Provision of Supervisors, Site Manager/ Officer in Charge shall be at the bidders cost.
27. Successful bidders shall report serious incidents as they occur.

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 No:s *[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 _____ 2018

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of *[Stamp]* _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____

Tender Number _____

Page ____ **of** _____

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item (cols. 4x5)	Unit Price of other incidental services payable

Signature of tenderer

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

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.

Part 1 General

Business Name

Physical Location of Business Premises

Plot No/Building/Floor,Street/Road.....

Postal address

Tel No.

Email.....

Nature of Business

Registration Certificate No.....

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

Name of your bankers

Branch.....

Part 2 (a) – Sole Proprietor		
Your name in full.....		
Nationality.....Country of Origin.....		
Citizenship details		
Part 2 (b) – Partnership		
Given details of partners as follows		
Name	Nationality	Citizenship details
Shares		
1.	.....	.....
2.	.....	.....
3.	.....	.....
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	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)

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)

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

DECLARATION FORM

1 Are you related to an Employee or Board Member of Water Resources Authority?

Yes..... No

2 If answer in '1' is YES give the relationship.

.....
.....
.....
.....

3 Does an Employee, Board Member of Water Resources Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures?

YesNo

4 If answer in '3' above is YES give details.

.....
.....
.....
.....
.....
.....

5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Water Resources Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the services under this tender?

Yes..... No

6 If answer in '5' above is YES give details.

.....
.....
.....
.....
.....
.....

7 Are you under a declaration of ineligibility for corrupt and fraudulent practices?

YES.....No

8 If answer in '7' above is YES give details:

.....
.....
.....
.....

9 Have you offered or given anything of value to influence the procurement process?

Yes..... No

10 If answer in '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

Stamp

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 of20.....

SIGNED
Board Secretary