



WATER RESOURCES AUTHORITY

OPEN TENDER

TENDER NO: WRA/T/005/2020-2021 LOT 1, 2 & 3

TENDER NAME;

PROVISION OF 24 HOUR SECURITY GUARDING SERVICES

ISSUE DATE: 6th November, 2020

CLOSING DATE: 16th November, 2020 at 11.00am

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Tender REF No. WRA/T/005/2020-2021 LOT 1, 2 & 3

Tender name **PROVISION OF 24 HOUR SECURITY GUARDING SERVICES**

- 1.1 Water Resources Authority invites sealed tenders from eligible security service providers for the provision of 24 hour Security guarding Services for all WRA offices across the country as detailed in the terms of references (TOR).
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain department, Water Resources Authority P.O Box 45250-00100 Nairobi, NHIF Building, Ragati Road, 10th Floor wing B during normal working hours.
- 1.3 A complete set (hard copy) of tender documents may be obtained by interested candidates upon payment of a non-refundable fees of Kshs. 1,000 in Bankers Cheque payable to Water Resources Authority, alternatively the documents may be downloaded free of charge from www.wra.go.ke/tenders or www.tenders.go.ke. Bidders who download the tender document from the website shall be required to email their detailed contact information to procurement@wra.go.ke for future communication.
- 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) one hundred and twenty days** from the closing date of the tender.
- 1.5 Provision of **Bid Security per Lot** from Bank/Insurance Company approved by PPRA (Attach original letter with stamp) and shall be valid for one hundred and fifty (150) days as follows;
 - **Kshs. 100,000 (Kenya Shillings One Hundred Thousand) for Lot 1:** Provision of 24 Hour Security Guarding Services in Tana Catchment Area and Ewaso Nyiro Catchment Area
 - **Kshs. 100,000 (Kenya Shillings One Hundred Thousand) for Lot 2:** Provision of 24 Hour Security Guarding Services in Athi Catchment Area and Rift Valley Catchment Area
 - **Kshs. 80,000 (Kenya Shillings Eighty Thousand) for Lot 3:** Provision of 24 Hour Security Guarding Services in Lake Victoria North Catchment Area and Lake Victoria South Catchment Area
- 1.6 Completed bid documents **in duplicate for each Lot** should be submitted in plain sealed envelopes and clearly marked per Lot as follows;
 - **WRA/T/005/2020-2021 LOT 1 - Provision of 24 Hour Security Guarding Services in Tana Catchment Area and Ewaso Nyiro Catchment Area**

- WRA/T/005/2020-2021 LOT 2 - Provision of 24 Hour Security Guarding Services in Athi Catchment Area and Rift Valley Catchment Area
- WRA/T/005/2020-2021 LOT 3 - Provision of 24 Hour Security Guarding Services in Lake Victoria North Catchment Area and Lake Victoria South Catchment Area

NOTE: Bidders may bid for one or more Lots

- 1.7 The original and all copies of the bid document shall be clearly marked “ORIGINAL” and “COPY” and shall be placed into an envelope and sealed. The envelope shall bear the submission address and tender number and be clearly marked, “DO NOT OPEN BEFORE 16th November, 2020 AT 11.00AM” and addressed to:

The Chief Executive Officer
Water Resources Authority,
NHIF Building Wing B 10th Flr,
Ragati Rd, off Ngong Rd Nairobi
P. O. Box 45250-00100
NAIROBI

So as to be received on or before “16th November, 2020 AT 11.00AM”

- 1.8 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Water Resources Authority Board room located at 10th Floor, NHIF Building, wing B
- 1.9 Late Tender Documents shall be rejected and returned unopened.
- 1.10 Bidders who send their tender documents via postal or courier services **SHOULD** ensure that the tender documents are received at the Supply Chain Management office 10th Floor left wing on or before “16th November, 2020 AT 11.00AM”
- 1.11 Water Resources Authority (WRA) reserves the right to accept or reject any offer giving reasons thereof and does not bind itself to accept the lowest or any tender.

Bidders who do not adhere to the submission instruction shall be declared non responsive. Any canvassing or giving of false information will lead to automatic disqualification.

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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. Water Resources Authority employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 Water Resources Authority 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 Water Resources Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 Water Resources Authority 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 any 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) Security's firm authorization form
 - xiii) Declaration form

xiv) Request for Review 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 Water Resources Authority in writing or by post or email at the address indicated in the Invitation for tenders. Water Resources Authority will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Water Resources Authority'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. Water Resources Authority 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, Water Resources Authority, 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 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, Water Resources Authority, 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 Water Resources Authority, 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 2.8, 2.9 and 2.10 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 Water Resources Authority 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 Water Resources Authority's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

1.12 The tenderer shall furnish, as part of its tender, a tender security **per Lot** from Bank/Insurance Company approved by PPRA (Attach original letter with stamp) and shall be valid for one hundred and fifty (150) days as follows;

- **Kshs. 100,000 (Kenya Shillings One Hundred Thousand) for Lot 1:** Provision of 24 Hour Security Guarding Services in Tana Catchment Area and Ewaso Nyiro Catchment Area
- **Kshs. 100,000 (Kenya Shillings One Hundred Thousand) for Lot 2:** Provision of 24 Hour Security Guarding Services in Athi Catchment Area and Rift Valley Catchment Area
- **Kshs. 80,000 (Kenya Shillings Eighty Thousand) for Lot 3:** Provision of 24 Hour Security Guarding Services in Lake Victoria North Catchment Area and Lake Victoria South Catchment Area

2.12.2 The tender security is required to protect Water Resources Authority 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) A bank guarantee.
- b) Such insurance guarantee approved by Public Procurement Regulatory Authority (PPRA).

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Water Resources Authority as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30
or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by Water Resources Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Water Resources Authority as nonresponsive.

2.13.2 In exceptional circumstances, Water Resources Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to Water Resources Authority at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE 16th November, 2020 bat 11.00am.**"

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, Water Resources Authority will assume no responsibility for the tender’s misplacement or premature opening.

2.15.5 Sealing and Marking of Tenders per Lot as indicate in the Invitation to Tender 1.5 and 1.6.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by Water Resources Authority at the address specified under paragraph 2.15.2 no later than **16th November, 2020 at 11.00am.**

2.16.2 Water Resources Authority 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 Water Resources Authority 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 Water Resources Authority at the Supply Chain Office 10th Floor.

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

2.17.6 Water Resources Authority 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 Water Resources Authority will open all tenders in the presence of tenderers' representatives who choose to attend, **16th November, 2020 at 11.00am** 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 Water Resources Authority, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Water Resources Authority will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Water Resources Authority 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 Water Resources Authority in 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 Water Resources Authority 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 Water Resources Authority 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, Water Resources Authority 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. Water Resources Authority'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 Water Resources Authority 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, Water Resources Authority 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 Water Resources Authority 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 Water Resources Authority'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.***

Water Resources Authority 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 Water Resources Authority'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. Water Resources Authority 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 Water Resources Authority

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Water Resources Authority 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 Water Resources Authority 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, Water Resources Authority 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 Water Resources Authority 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 Water Resources Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Water Resources Authority 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 Water Resources Authority 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 Water Resources Authority's action. If Water Resources Authority determines that none of the tenderers is responsive; Water Resources Authority 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, Water Resources Authority 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 Water Resources Authority 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, Water Resources Authority 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 Water Resources Authority notifies the successful tenderer that its tender has been accepted, Water Resources Authority 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 Water Resources Authority.

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Water Resources Authority, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Water Resources Authority.

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 Water Resources Authority may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 Water Resources Authority 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 Water Resources Authority 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 THE TENDERERS

The following information for the provision of 24 hour security guarding 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

Instruction to tender	Particulars of Appendix to instructions to tenderers
2.1	Eligible tenderers: the tender is open to eligible registered security service providers registered by Kenya Security Industry Association (KSIA), Protective Industry Association (PIA).
2.12	<p>Provision of Bid Security per Lot from Bank/Insurance Company approved by PPRA (Attach original letter with stamp) and shall be valid for one hundred and fifty (150) days as follows;</p> <ul style="list-style-type: none"> • Kshs. 100,000 (Kenya Shillings One Hundred Thousand) for Lot 1: Provision of 24 Hour Security Guarding Services in Tana Catchment Area and Ewaso Nyiro Catchment Area • Kshs. 100,000 (Kenya Shillings One Hundred Thousand) for Lot 2: Provision of 24 Hour Security Guarding Services in Athi Catchment Area and Rift Valley Catchment Area • Kshs. 80,000 (Kenya Shillings Eighty Thousand) for Lot 3: Provision of 24 Hour Security Guarding Services in Lake Victoria North Catchment Area and Lake Victoria South Catchment Area
2.13	Validity of Tenders: Tenders shall remain valid for 120 days after date of Tender Opening
2.16.1	Deadline for submission of Tenders: 16th November, 2020 at 11.00am
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Supply Chain department office and will be signed for, the officer receiving indicating date and time delivered.
2.18.1	Opening of Tenders: 16th November, 2020 at 11.00am
2.27	The amount of Performance Security is 10% of the contract amount to be accepted in a form of bank guarantee, in its original form

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “WRA” means (Water Resources Authority) 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 twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to WRA the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the 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, or in a freely convertible currency acceptable to the WRA and shall be in the form of:
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
 - c) Letter of credit.
- 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 the Procuring entity.
- 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 WRA.
- 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 WRA'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 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

WRA 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 WRA.

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 the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination 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's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 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	The amount of Performance Security is 10% of the contract amount to be accepted in a form of bank guarantee, in its original form
3.8	Payment on monthly basis after submission of invoices
3.17	Applicable laws of Kenya
3.18	Client All the Notices to be addressed to; The Chief Executive Officer Water Resources Authority, NHIF Building Wing B 9th Floor, Ragati Rd, off Ngong Rd Nairobi P. O. Box 45250-00100 NAIROBI

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____

SECTION VI – DESCRIPTION OF SERVICES

TERMS OF REFERENCE – SECURITY GUARDING SERVICES

A) Introduction

The Water Resources Authority (WRA) is a body corporate 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

1. Tana Catchment Area (office Embu)

- a) Tana Regional office (office Embu)
- b) Meru sub-regional office- Meru
- c) Muranga sub-regional office- Murang’a
- d) Kerugoya sub-regional office - Kerugoya
- e) Kitui sub-regional office - Kitui
- f) Garissa sub-regional office- Garissa
- g) Lamu satellite office - Mokowe

2. Ewaso Nyiro Catchment Area (office Nanyuki)

- a) Ewaso Nyiro Regional office – Nanyuki town
- b) Rumuruti sub-regional office - Rumuruti
- c) Isiolo sub-regional office- Isiolo
- d) Mandera sub-regional office- Mandera
- e) Marsabit sub-regional office -Marsabit

LOT 2

3. Athi Catchment Area (Office Machakos)

- a) Athi Regional office - Machakos
- b) Kiambu sub-regional office - Kiambu
- c) Nairobi sub-regional office- Industrial Area
- d) Loitoktok sub-regional office - Loitoktok
- e) Mombasa Sub region office –Birikani Mombasa
- f) Central Water Testing Laboratory Nairobi – Industrial Area

4. Rift Valley Catchment Area (Office (Nakuru)

- a) Rift valley regional office - Nakuru
- b) Naivasha sub-regional office - Naivasha

- c) Narok sub-regional office - Narok
- d) Kapenguria sub-regional office - Kapenguria
- e) Kabarnet sub-regional office – Karbarnet

LOT 3

5. Lake Victoria North Catchment Area (office Kakamega)

- a) Lake Victoria north Regional office - Kakamega
- b) Eldoret sub-regional office - Eldoret
- c) Kitale sub-regional office - Kitale
- d) Siaya sub-regional office – Siaya

6. Lake Victoria South Catchment Area (office Kisumu)

- a) Lake Victoria south regional office - Kisumu
- b) Kisumu sub-regional office – Kisumu
- c) Kericho sub-regional office – Kericho
- d) Kisii sub-regional office – Kisii
- e) Kisumu Water Testing Laboratory

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.

SCHEDULE OF STATIONS AND GUARDS

No	Station Description	Total No. of Guards Required	Day	Night
LOT 1				
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
7.	Lamu Satellite – Mukowe	3	1	2
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.	Rumuruti sub-regional office at Rumuruti town	3	1	2
LOT 2				
A1.	Central Laboratory at Nairobi Industrial Area	3	1	2
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
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
LOT 3				
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
5.	Kisumu Laboratory- Kisumu town	3	1	2
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	96	32	64

2. Delivery Period

The contract shall be of one (1) year from the commencement date. However the same may be renewed for a further One (1) year subject to satisfactory performance.

3. The successful bidder will be expected to:-

- a) Hire and pay salaries for their guards, supervisors and managers without depending on payment from WRA.
- b) All guards must have a minimum of 'O' level qualification of at least mean grade D.
 - c) Provide sound and effective security guarding personal.
- d) Provide radio communication HF and VHF deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses.
- e) Attend fire emergency situation/fire prevention, detection and control.
- f) Have back-up systems in cases of emergencies
- g) Have their personnel trained in bomb threat procedures and drills.
- h) Have first aid and evacuation drills.
- i) Provide knowledgeable and trained guards capable of using radios and modern equipment like Close Circuit Televisions (CCTVs), photocopying machines etc.
- j) Ability to control industrial disputes/assembly control and riots.
- k) Ability to summon police, fire brigade and ambulances in cases of emergencies.
- l) Appoint personnel who have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles and a fair understanding of criminal procedure and penal codes.
- m) All security officers and personnel to be subjected to a thorough medical inspection fit for their duties. Relevant medical certificates to be produced on request.
- n) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and the Fund shall make periodical check/visits.
- o) All equipment, instruments and guard dogs used by such security officers will be medically examined and be supplied by the company concerned.
- p) All security guards must have certificate of Good conduct from the Criminal Investigations Department (CID) of the Kenya Police Service.
- q) In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to WRA headquarters for final decision and sharing with insurers on record for specific covers.
- r) Shall prepare Monthly, Quarterly and Annual Report on their respective assignments

4) PROVISION AND STANDARD OF SERVICE

A high standard of security performance in the execution of their service is expected. Poor performance and substandard quality of service will be grounds for termination of the agreement.

The security will maintain an Occurrence Book. They should be able to provide all their

guards with note books, pens or cards, where 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 services. The occurrence book will be the property of WRA and shall be presented to Administration officer in charge of every station by 8.00am of each day.

5) EQUIPMENT

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

- (a) Motor Vehicles, Motor Bikes and Bicycles
- (b) Peak Caps/Berets
- (c) Whistles and Lanyards
- (d) Torches and batteries
- (e) Serviceable military boots
- (f) Great coat
- (g) Sweaters
- (h) Clean presentable uniforms (shirts, trousers, socks, boots, and jerseys) and tie where applicable
- (i) Clubs/batons
- (j) Identification badges
- (k) Communication equipment

6) LOGISTICS

The contractor shall make arrangements and be responsible at their own cost for the following:-

1. General transport requirements for all its personnel to and from the premises.
2. Accommodation and site office for all personnel and operations.
3. Provision of communication equipment

7) SIGN PLATES

The Contractor shall at its own cost and subject to the prior approval thereof, provide sign plates as required indicating that the premises are being guarded by the contractor.

EVALUATION TOOL

Stage 1: Mandatory Documents

These are mandatory requirements and bidders are expected to **attach all the documents** in order to proceed to the next stage of evaluation. This stage shall be evaluated on a **YES/NO** basis.

S/No.	Particulars	YES/No
1.	Form of Tender (duly filled, signed and stamped by the tenderer)	
2.	<p>Bid Security Bid Security per Lot from Bank/Insurance Company approved by PPRA (Attach original letter with stamp) and shall be valid for one hundred and fifty (150) days as follows;-</p> <ul style="list-style-type: none"> • Kshs. 100,000 (Kenya Shillings One Hundred Thousand) for Lot 1: Provision of 24 Hour Security Guarding Services in Tana Catchment Area and Ewaso Nyiro Catchment Area • Kshs. 100,000 (Kenya Shillings One Hundred Thousand) for Lot 2: Provision of 24 Hour Security Guarding Services in Athi Catchment Area and Rift Valley Catchment Area • Kshs. 80,000 (Kenya Shillings Eighty Thousand) for Lot 3: Provision of 24 Hour Security Guarding Services in Lake Victoria North Catchment Area and Lake Victoria South 	
3.	Copy of current CR12 Form	
4.	Copy of Valid KRA Tax Compliance Certificate	
5.	Certified Copy of Current Trading License/Business Permit	
6.	Copy of registration/Incorporation and/or change of name	
7.	Provide audited financial accounts for the last two years (2018 & 2019) signed by Registered auditor by ICPAK and certified as true copy of the original by a commissioner of oath.	
8.	Submission of Two bid documents (clearly marked 'Original' and 'Copy') in a PERFECT BOUND (No spiral binding) and correctly serialized / paginated and initialized by tenderer / rubber stamped.	
9.	Provide Firm's professional Membership either Kenya Security Industry Association (KSIA), Protective Service Industry Association (PSIA) (attach a valid copy of Membership Certificate)	
10.	An operational VHF/Radio or Mobile / Static Phone Communication equipment (attach proof of frequency allocation / Dedicated Phone Number)	

11.	Attach a valid copy of National Hospital Insurance Fund (NHIF) Compliance Certificate (certified by Commissioner of Oath as true copy of the original).	
12.	Duly filled and signed Confidential Business Questionnaire (certified by Commissioner of Oath as true information given)	
13.	Attach a valid copy of National Social Security Fund (NSSF) Compliance Certificate (certified by Commissioner of Oath as true copy of the original).	
	Provide valid compliance certificate from Ministry of Labour (certified by Commissioner of Oath as true copy of the original).	
14.	Must fill, sign and stamp anti-corruption declaration form available in the tender document (certified by Commissioner of Oath as true information given)	
15.	Provide Power of Attorney for authorized personnel	
16.	Must provide contractual liability insurance of Kshs. 20Million	
17.	Must provide Group Personal Accident (GPA) cover for all its staff	

Note:

- i. All the Statutory documents will be verified with the relevant organizations by the evaluation committee*
- ii. The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.*

STAGE2: Technical evaluation

This stage will be evaluated on a scoring basis as follows:

No	EVALUATION ATTRIBUTES	SCORES	MAX. SCORES
1.	Evidence of physical offices address across the country (Evidence Title deed / lease agreement / Utility bills etc)	With at least 2 branch offices	5
2.	Number of years in the business as evidenced in business registration/certificate of incorporation	10yearsandabove– 10mks 5– 9 years – 5mks 1-4 years - 2mks	10
3.	Attach five letters of recommendation from government institutions where your firm has offered security services for the last five years	Each letter - 2mks	10
4.	Proof of compliance with government minimum wage bill guidelines – (Attach certified security personnel payment schedules for the last three months or certified copies of pay slips)	Certified payment schedule or certified pay slips for the last three months for security personnel – 10mks	10
5.	Proof of 3 back up Motor Vehicles - operational (attach log books)	Evidence through logbooks @2mks	6
6.	Provide educational qualification of at least two top managers : Attach support documents i.e. CVs, certified copies of academic and professional certificates	Degree- 10mks Diploma 5mks	10
7.	Proof of certified certificate(s) of good conduct for the guards at least 10 (guards and supervisors)	Certified certificate(s) of good conduct – each 2mks	20
8.	Evidence of trained personnel	Personnel Guards at least 2certificates- each 2mks Supervisors & Managers at least 3certificates— each 2mks	10
9.	Evidence of trained dogs	Attach veterinary documents for proof ownership of the dogs)	2
10.	Evidence of tenderer own training facility for the guards	National Industrial Training Authority (NITA) certificate/attach qualifications of trainer (education certificate and CV)– 4mks	5
11.	Valid ISO certificates	Valid ISO certificate Registration certificate 2mks	2
12.	Firm's Annual Turnover (Kshs)		

	(as evidenced in the certified audited accounts)	10million and above - 5marks Between10Million- 5Million- 2marks Below 5million- 1mark	10
TOTAL MARKS			100

NOTE: To qualify for financial evaluation stage tenderers are expected to score at least **70 marks** at the technical evaluation stage.

STAGE 3: FINANCIAL EVALUATION

NOTE: Evaluation using the following formula: Price quoted shall contribute to 30 marks of the total score and this shall be evaluated relatively on the basis of lowest quoted price using the formula

$$PC =$$

$PL/P \times 30$ Where; PC

is the allocated score,

PL is the lowest quoted price of bids passing the technical evaluation
and

P is the bidder's price under consideration.

The total score is the sum of the technical evaluation score plus the financial evaluation score. The successful bidder shall be awarded the contract on the basis of combined score and in consideration of due diligence report: Technical and Financial

STAGE 4: DUE DILIGENCE

Due diligence may be carried out to the successful bidder as ranked in the financial stage (Highest combined technical and financial score).

AWARD OF CONTRACT

The bidder with the highest combined Technical and Financial scores shall be awarded the tender upon confirmation of the documented evidences submitted.

SECTION VI - STANDARD FORMS

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

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

PRICE SCHEDULE OF SERVICES

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

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.

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

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

ANTI-CORRUPTION AFFIDAVIT

REPUBLIC 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 PROCUREMENT AND ASSET DISPOSAL ACT OF
2015.

I, of P. O. Box being a resident of in the Republic of Kenya do hereby make oath and state as follows:-

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 Water Resources Authority and duly authorized and competent to make this Affidavit.

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 Water Resources Authority, which is the procuring entity.

THAT the aforesaid Candidate, its servants and/or agents have not offered and shall not offer any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Water Resources Authority.

THAT what is deposed 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

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

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

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____[reference number of the contract] dated _____20____to supply.....

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

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1
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.....of20...

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