



WATER RESOURCES AUTHORITY

RESTRICTED TENDER

TENDER NO: WRA/T/009/2020-2021

TENDER NAME:

**PROVISION OF TRAINING SERVICES FOR WATER RESOURCES
AUTHORITY STAFF AND STAKEHOLDERS**

ISSUE DATE: *13th April, 2021*

CLOSING DATE: *20th April, 2021 AT 11.00AM*

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SECTION I – INVITATION TO TENDER

Date 13th April, 2021

Tender REF No. WRA/T/009/2020-2021

Tender name: PROVISION OF TRAINING SERVICES FOR WATER RESOURCES AUTHORITY STAFF AND STAKEHOLDERS

- 1.1 Water Resources Authority invites sealed tenders from **shortlisted** eligible candidates for the supply of **Provision of Training Services for Water Resources Authority Staff and Stakeholders**.
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at NHIF Building, Wing B, 10th Floor, Supply Chain Management Office 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 websites 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 period of sixty (60) days from the closing date of the tender.
- 1.5 Provision of **Bid Security of Kshs. 100,000.00 (Kenya Shillings One Hundred Thousand)** from Bank/Insurance Company approved by PPRA (Attach original letter with stamp) and shall be valid for ninety (90) days.
- 1.6 Completed bid documents **in duplicate** should be submitted in plain sealed envelopes and **clearly marked as; WRA/T/009/2020-2021 Provision of Training Services for Water Resources Authority Staff and Stakeholders**
- 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 20th April, 2021 AT 11.00AM”** and addressed to:

**The Chief Executive Officer
Water Resources Authority,**

**NHIF Building Wing B 10th Floor,
Ragati Rd, off Ngong Rd Nairobi
P. O. Box 45250-00100
Nairobi
Email: procurement@wra.go.ke**

- 1.8 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.

- 19 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the **WRA boardroom 10th floor wing B, NHIF building.**

NOTE: All bidders/representatives who choose to attend the tender opening MUST observe all the Ministry of Health protocols on COVID -19.

**Chief Executive Officer
Water Resources Authority**

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is **RESTRICTED** to the shortlisted 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's 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 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.
- 2.2.3 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 addenda issued in accordance with clause 2.5 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/Terms of References
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Water Resources Authority in writing or by post or email at the Water Resources Authority's 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 not later than three (3) days prior to the deadline for the submission of tenders, prescribed by Water Resources Authority. 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 one (1) day 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 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.

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 ONLY.

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.

2.11.3 Tenderers shall include the following statutory/mandatory information and documents with their tenders;-

- a) Registration and possession of a valid Certificate from National Industrial Training Authority (**NITA**)
- b) Copy of certificates of Business registration/Incorporation with a Copy of Current CR12 form/ BN whichever is applicable
- c) Copy of Valid Business Trading License Permit from County Government
- d) Valid KRA Tax Compliance Certificate
- e) **Original Tender/ Bid security of Kshs 100,000 (Kenya Shillings One Hundred Thousand)** in form of Insurance Bond/Bank Guarantee from financial institution recognized by PPRA valid for ninety (90) days.
- f) 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.
- g) Correctly duly filled and signed Form of Tender in Water Resources Authority's Tender Document Template)
- h) Duly filled and signed Confidential Business Questionnaire (**certified by Commissioner of Oath as true information given**)
- i) Must fill, sign and stamp anti-corruption declaration form

available in the tender document **(certified by Commissioner of Oath as true information given)**

2.12 Tender Security

- 2.12.1 The tenderer shall furnish as part of his tender, a Tender Security of **Kshs. 100,000 (Kenya Shillings One Hundred Thousand)** in form of Insurance Bond/Bank Guarantee from financial institution recognized by PPRA.
- 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 valid for Ninety (90) days from the date of tender opening.
- 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 twenty eight (28) days after the expiration of the period of tender validity prescribed by Water Resources Authority.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26 and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Water Resources Authority 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 2.26
 - or**
 - (ii) to furnish performance security in accordance with paragraph 2.27.
 - (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 sixty (60) 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 Tender Document must be correctly serialized/paginated and initialized by the tenderer/rubber stamped in every page

2.14.3 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person 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.

2.14.4 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 (20th April, 2021 at 11.00am),"**

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Water Resources Authority 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 Water Resources Authority at the address specified under paragraph 1.7 not later than **(20th April, 2021 at 11.00am)**

2.16.2 The Water Resources Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of Water Resources Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Tenders delivered by hand must be placed in the **“tender box”** at **Water Resources Authority, NHIF Building Wing B 10th Floor, Ragati Road, off Ngong Road Nairobi.**

2.16.4 Bulky tenders that will not fit in the tender box shall be delivered to the Procurement department and will be signed for, the officer receiving indicating date and time delivered.

2.16.5 Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

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 email, 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.

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, at **Water Resources Authority, NHIF Building Wing B 10th Floor, Ragati Road, off Ngong Road Nairobi on 20th April, 2021 at 11.00am**. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 At the tender opening, Water Resources Authority will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety, the number of pages of the document and such other details as Water Resources Authority, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for **late tenders**.

2.18.3 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.

2.18.4 Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.

2.18.5 The tender sum as submitted and read out during the tender opening shall be absolute and final and not be the subject of correction.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders 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 the tender evaluation, 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 a. 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.

b. A responsive tender shall not be affected by:-

- i. minor deviations that do not materially depart from the requirements set out in the tender documents or
- ii. errors or oversights that can be corrected without affecting the substance of the tender

c. A deviation described in (b) (i) shall:-

- i. be quantified to the extent possible; and
- ii. be taken into account in the evaluation and comparison of tenders

2.20.4 Prior to the detailed evaluation, 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 No conversion of single currency as the Tenders shall be priced in Kenya Shillings and the tender sum shall be in **Kenya Shillings ONLY**

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.

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) Training plan proposed in the tender;

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

2.22.4 The evaluation methods set out in the evaluation criteria will be applied:

(a) *Training 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 the 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 the 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 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 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 2.26 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 procuring entity'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 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful, disclosing the successful tenderer as appropriate and reasons thereof.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, 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 the 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 fourteen (14) days of the receipt of notification of award from Water Resources Authority, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract. The Performance Security shall be an unconditional Bank Guarantee issued at the tenderer's option by a reputable Bank approved by PPRA and located in the Republic of Kenya.
- 2.27.2 Within fourteen [14] days of receipt of the notification of award from Water Resources Authority, the successful tenderer shall furnish Water Resources Authority with a Performance Security equivalent to 10% of the Contract Price and in the format stipulated in the Conditions of Contract.
- 2.27.3 Failure of the successful tenderer to comply with the requirement of paragraph 2.27 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 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 This Invitation to tender is RESTRICTED to the shortlisted tenderers
2.10	Particulars of other currencies allowed. Prices shall be quoted in Kenya Shillings ONLY
2.12	Particulars of tender security if applicable. Bid Security of Kshs. 100,000.00 (Kenya Shillings One Hundred Thousand) from Bank/Insurance Company approved by PPRA valid for ninety (90) days
2.16	Deadline for submission of Tenders: 20th April, 2021 at 11.00am
	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement department and will be signed for, the officer receiving indicating date and time delivered.
2.18	Opening of Tenders: 20th April, 2021 at 11.00am Water Resources Authority, NHIF Building Wing B 10th Floor
2.27	Particulars of Performance Security 10% of the Contract Price

SECTION III GENERAL CONDITIONS OF CONTRACT

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3.18	Notices

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 Water Resources Authority 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 service provider including materials and incidentals which the tenderer is required to provide to Water Resources Authority under the Contract.
- d) "The Procuring entity" is Water Resources Authority
- 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 standards mentioned in the Schedule of requirements

3.5 Patent

Right's

The tenderer shall indemnify Water Resources Authority 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 fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Water Resources Authority 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 Water Resources Authority 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 bank guarantee/ insurance guarantee approved by PPRA:
- 3.6.4 The performance security will be discharged by Water Resources Authority 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 Water Resources Authority or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Water Resources Authority 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 Water Resources Authority.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, Water Resources Authority 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 Water Resources Authority.
- 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 Water Resources Authority'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 Water Resources Authority's prior written consent.

3.10 Termination for Default

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

In the event Water Resources Authority 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 Water Resources Authority for any excess costs for such similar services.

3.12 Termination of insolvency

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

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

3.14 Resolution of disputes

3.14.1 Water Resources Authority and the Service Provider 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.

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

3.14.3 Kenyan courts shall have exclusive jurisdiction to hear and to determine all actions and proceedings in connection with and arising out of the Contract and the Contractor shall submit to the jurisdiction of Kenyan courts for the purpose of any such actions and proceedings.

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 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.

All the Notices shall address to Water Resources Authority through;

**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
Email: procurement@wra.go.ke**

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.

General Conditions of Contract	Special Conditions of Contract
3.6	<p>The amount of performance security is 10% of the contract amount to be accepted in a form of bank guarantee, issued by a reputable Bank approved by PPRA and located in the Republic of Kenya.</p> <p>The performance guarantee shall be valid until 30 days after the date of issue of the Taking-Over Certificate</p>
3.8	<p>Conditions of Payment</p> <p>The Service Provider shall be paid based on the total value of contract after the submission of a training report and invoices.</p> <p><i>N/B: This will have to be supported by HR department certification of the training services offered</i></p>
3.14	<p>Resolution of Disputes</p> <p>Kenyan courts shall have exclusive jurisdiction to hear and to determine all actions and proceedings in connection with and arising out of the Contract and the Contractor shall submit to the jurisdiction of Kenyan courts for the purpose of any such actions and proceedings.</p>
3.18	<p>Notices</p> <p>Name and Address</p> <p>Water Resources Authority, NHIF Building Wing B 10th Floor, Ragati Rd, off Ngong Rd Nairobi P. O. Box 45250-00100 Nairobi</p> <p>Email: procurement@wra.go.ke</p>

SECTION V – SCHEDULE OF REQUIREMENTS

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
1.	Training Report		
2.	Participants' Training Certificate		

SECTION VI DESCRIPTION OF SERVICES

TERMS OF REFERENCE (TOR) FOR TRAINING ON CROSS CUTTING ISSUES

The Performance Contract for the HR department under Section G demands that we train staff in the areas listed below:-

No.	Cross-Cutting
1.	Youth Internships/industrial Attachments
2.	Competence Development
3.	Disability Mainstreaming
4.	Gender Mainstreaming
5.	Prevention of Alcohol & Drug Abuse
6.	Prevention of HIV Infections

a. Specific Areas of training

- (i) Train disability mainstreaming committee and senior management;
- (ii) Undertake capacity building on Gender among staff;
- (iii) Training on Alcohol and Drug Abuse control;
- (iv) Sensitization of 20 staff and their family on ADA;
- (v) Sensitization of non-communicable diseases including cancer, diabetes, stress etc;
- (vi) Sensitize 40 external stakeholders on HIV prevention;
- (vii) Sensitization on Road Safety mainstreaming;
- (viii) Sensitization on occupational health and safety;
- (ix) Retirement Planning for staff who have received notice on retirement; and
- (x) Prescribed sensitization package for staff on HIV prevention.

b. Mandatory Requirements

- (i) Provide a company profile with profiles of trainers/experts/consultants; a Lead Trainer and 5 Training Team Members
- (ii) Training Consultants -The Training company must be registered with National Industrial Training Authority (NITA) or a recognized international registration
- (iii) 6 references from organizations of similar nature to WRA where you have provided similar services in the last five years

- (iv) Training Consultants to provide course outline for programs offered and Training Plan

c. Training Requirements

- (i) Class Size of 20 trainees
- (ii) Consultant to provide suitable training venue
- (iii) Consultant to provide stationery and issue certificates of attendance after training
- (iv) Trainings to be conducted training in Mombasa/Nairobi County or as shall be advised by the Authority.
- (v) WRA to cater for own accommodation and transport where need be

EVALUATION CRITERIA

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.	Bid Security of Kshs. 100,000.00 (Kenya Shillings One Hundred) from Bank/Insurance Company approved by PPRA (Attach original letter with stamp) and shall be valid for ninety (90) days.	
3.	Copy of Valid KRA Tax Compliance Certificate	
4.	Certified Copy of Current Trading License/Business Permit	
5.	Copy of Company/Business Registration/Incorporation and/or change of name and a Copy of current CR12 Form	
6.	Provide audited financial accounts for the last two years (2019 & 2020) signed by Registered auditor by ICPAK and certified as true copy of the original by a commissioner of oath.	
7.	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.	
8.	Attach a valid copy of National Hospital Insurance Fund (NHIF) Compliance Certificate (certified by Commissioner of Oath as true copy of the original).	
9.	Duly filled and signed Confidential Business Questionnaire (certified by Commissioner of Oath as true information given)	
10.	Attach a valid copy of National Social Security Fund (NSSF) Compliance Certificate (certified by Commissioner of Oath as true copy of the original).	
11.	Registration and possession of a valid License certificate from National Industrial Training Authority (NITA)	
12.	Must fill, sign and stamp anti-corruption declaration form available in the tender document (certified by Commissioner of Oath as true information given)	
13.	Provide Power of Attorney for authorized personnel	

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.**

Stage 2: Technical Qualifications

The evaluation committee shall evaluate the Technical part on the basis of their responsiveness to the technical criteria.

Each responsive tender will be given a technical score. Only the Tenderers who score **70%** and above will be considered to be technically responsive and therefore shall qualify for the final stage of the Financial Evaluation. A tender shall be rejected if it fails to achieve the minimum technical score.

The technical evaluation shall be based on the criteria as indicated below;

No.	Requirements	Maxi. Score
i)	Qualifications and experience of Staff (must attach relevant supporting documents) Lead Trainer (15 marks) <ul style="list-style-type: none"> ● Bachelor Degree in Humanities (i.e Sociology, Psychology, Communications, Human Resource Management) or Equivalent. Attach Degree Certificate(6 marks) ● Registered member of a Professional Body. Attached Membership Certificate...(5 marks) ● Attached detailed CV demonstrating similar training conducted.....4 marks 5 Training Team Members (40 marks) <ul style="list-style-type: none"> ● Bachelor Degree in Humanities (i.e Sociology, Psychology, Communications, Human Resource Management) or Equivalent. Attach Degree Certificate5 marks for each ● Attached detailed CV demonstrating similar training conducted..3 marks for each 	55
(ii)	General Experience of the Bidder in providing Training Services; attach six (6) references (maximum of 5 marks for each relevant assignment supported by a letter of reference/PO/Contracts with contacts for the institution)	30
(iii)	Adequacy of the Proposed Training Plan (15 marks)	15
	Total	100

Stage 3: Financial Evaluation Stage

Consideration of the lowest evaluated price having attained the technical pass mark

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 address Tel No. Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>Branch.....</p>

<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>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</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="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</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>Date.....Signature</p> <p>Candidate.....</p>	<p>of</p>																	

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

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

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*) ofdated 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