



CENTRAL RIFT VALLEY WATER WORKS DEVELOPMENT AGENCY

**P. O. BOX 2451 20100
NAKURU**

TENDER

FOR

PROVISION OF SECURITY SERVICES AT ITARE DAM

TENDER NO. CRVWWDA/SEC/ITAR/1/2023-2024

CLOSING DATE: 17th August, 2023 at 12.00 p.m.

Presentation of Fraudulent Documents is criminal

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CENTRAL RIFT VALLEY WATER WORKS DEVELOPMENT AGENCY

INVITATION TO TENDER FOR PROVISION OF SECURITY SERVICES AT ITARE DAM. TENDER NO: CRVWWDA/SEC/ITAR/1/2023-2024

Central Rift Valley Water Works Development Agency invites sealed tenders from eligible candidates for provision of security services at the Itare Dam for a period of Twelve (12) months.

A. Objective

The firm is required to provide security guards who are highly trained, disciplined and qualified to implement and maintain existing security measures at Central Rift Valley Water Works Development Agency while working and liaising with other agencies on the day-to-day operations and on a 24-hour basis with the sole purpose of guaranteeing the safety and security of staff, customers, buildings and equipment of Central Rift Valley Water Works Development Agency.

B. Obtaining bid documents.

A complete set of tender documents may be downloaded by interested candidates free of charge at PPIP portal i.e www.tenders.go.ke OR www.crvwwda.go.ke and those who have downloaded the document from the website **must forward their particulars immediately for recording and any further clarifications and addenda to procurement@crvwwda.go.ke.**

The tender document must be accompanied by a Bid Security of **Kshs. 100,000.00** from a **reputable financial institution** valid for an additional 30 days beyond the tender validity period.

Prices quoted should be net inclusive of all taxes, must be expressed in Kenya Shillings and shall remain valid for a period of 120 days from the tender closing date.

Completed tender documents, enclosed in plain sealed envelopes, marked with the tender number should be addressed to:

**The Chief Executive Officer,
Central Rift Valley Water Works Development Agency,
PO Box 2451 – 20100,
Nakuru, Kenya**

and be deposited in the tender box provided at the Maji plaza, Prison Road, Nakuru, so as to be received on or before **17th August, 2023 at 12.00 p.m.**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at Central Rift Valley Water Works Development Agency, Maji plaza on **17th August, 2023 at 12.05 p.m.**

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form

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

2.4 Clarification of Documents

- 2.4.1 A prospective candidate making inquiries of the tender documents may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.2 At any time prior to the deadline for submission of tenders, the Procuring entity for any reason, whether at its own initiative or in response to a clarification requested by the prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29.
- 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 the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **17th August, 2023 at 12.00 pm.**”
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **17th August, 2023 at 12.00 p.m**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of Tenderer's or their representatives who choose to attend, at **17th August, 2023 at 12.05 p.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the 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 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) 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) Not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any

liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Procuring entity's Right to Vary quantities

- 2.25.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.26 Procuring entity's Right to accept or Reject any or All Tenders

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.27 Notification of award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 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.

2.29 Performance Security

- 2.29.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.29.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.30.3 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

Instruction to tenderers	Particulars of appendix to instruction to tenderers
2.1.1	Particulars of eligible tenderers: Security Firms and Agents
2.1.4	Chief Executive Officer Central Rift Valley Water Works Development Agency, PO Box 2451 – 20100, Nakuru, Kenya
2.9.1	The price shall be FIXED
2.10.1	Particulars of other currencies allowed: Kenya Shillings
2.11	Particulars of eligibility and qualifications documents of evidence required: • Tenderers must attach copies of certificate of Incorporation/Registration • Valid Tax Compliance Certificate
2.12	Particulars of tender security if applicable. Kshs. 100,000.00 from a reputable financial institution valid for additional 30 days beyond the Tender validity period
	Alternative Tenders to the requirements of the Tender documents will be permitted. - None
2.13.1	The Tender validity period shall be 120 days .
2.14.1	The number of copies of the Tender to be completed and returned shall be: One (1) original and three (3) copies .
2.16.1	Tender shall be submitted to The Chief Executive Officer, Central Rift Valley Water Works Development Agency, PO Box 2451 – 20100, Nakuru, Kenya The deadline for bid submission is: Date: 17th August, 2023 Time: 12.00 Pm local time
2.18.1	The Tender opening shall take place at: Central Rift Valley Water Works Development Agency, Maji plaza, Conference Room. Date: 17th August, 2023 Time: 12.05 pm local time.
2.20.1	The Preliminary evaluation shall be mandatory: The evaluation shall adopt YES/ No Approach. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further. Bidders must submit the following documents;

	<table><tr><td>No.</td><td>Item</td></tr><tr><td>1</td><td>Letter of application is duly completed, stamped and signed</td></tr><tr><td>2</td><td>Certified copy of Certificate of Incorporation/ Registration</td></tr><tr><td>3</td><td>Certified copy of Valid Tax Compliance Certificate</td></tr><tr><td>4</td><td>Certified copy of firm's CR12</td></tr><tr><td>5</td><td>Evidence of relevant current and valid insurance covers e.g. Work Injury Benefit policy or Group Personal Accident Policy or Employer's Liability Policy</td></tr><tr><td>6</td><td>Evidence of registration with NSSF and NHIF for the guards and monthly remittance</td></tr><tr><td>7</td><td>Evidence of registration with Private Security Regulatory Authority</td></tr><tr><td>8</td><td>Evidence of Communication Authority of Kenya (CAK) licence for communication frequencies and proof of payment receipts</td></tr><tr><td>9</td><td>Audited accounts for the last 3 years duly certified and signed by a Certified Public Accountant</td></tr><tr><td>10</td><td>Certified copy of Valid Single Business Permit</td></tr><tr><td>11</td><td>Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittances. Attach certified letter from the local labour office</td></tr><tr><td>12</td><td>Bid Security (Bond) of Kshs 100,000 in form of Bank Guarantee or Insurance Company approved by Public Procurement Regulatory Authority</td></tr><tr><td>13</td><td>Confidential Business Questionnaire (CBQ) is duly filled, signed and stamped. That details correspond to the related information in the bid.</td></tr><tr><td>14</td><td>Form of Tender is fully filled, signed, dated and stamped. The person signing the Form of Tender has capacity to sign or has Power of Attorney.</td></tr><tr><td>15</td><td>Price schedule is fully filled, signed, stamped and dated</td></tr><tr><td>16</td><td>Bidder's Declaration and Integrity pact is duly filled, signed, stamped and dated</td></tr><tr><td>17</td><td>Declaration of non-debarment from participating in procurement proceedings has been filled, signed, stamped and dated</td></tr><tr><td>18</td><td>Continuous serialization of all the pages of tender documents (both original and copies).</td></tr></table>	No.	Item	1	Letter of application is duly completed, stamped and signed	2	Certified copy of Certificate of Incorporation/ Registration	3	Certified copy of Valid Tax Compliance Certificate	4	Certified copy of firm's CR12	5	Evidence of relevant current and valid insurance covers e.g. Work Injury Benefit policy or Group Personal Accident Policy or Employer's Liability Policy	6	Evidence of registration with NSSF and NHIF for the guards and monthly remittance	7	Evidence of registration with Private Security Regulatory Authority	8	Evidence of Communication Authority of Kenya (CAK) licence for communication frequencies and proof of payment receipts	9	Audited accounts for the last 3 years duly certified and signed by a Certified Public Accountant	10	Certified copy of Valid Single Business Permit	11	Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittances. Attach certified letter from the local labour office	12	Bid Security (Bond) of Kshs 100,000 in form of Bank Guarantee or Insurance Company approved by Public Procurement Regulatory Authority	13	Confidential Business Questionnaire (CBQ) is duly filled, signed and stamped. That details correspond to the related information in the bid.	14	Form of Tender is fully filled, signed, dated and stamped. The person signing the Form of Tender has capacity to sign or has Power of Attorney.	15	Price schedule is fully filled, signed, stamped and dated	16	Bidder's Declaration and Integrity pact is duly filled, signed, stamped and dated	17	Declaration of non-debarment from participating in procurement proceedings has been filled, signed, stamped and dated	18	Continuous serialization of all the pages of tender documents (both original and copies).
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2.21.1	The currency that shall be used for bid evaluation and comparison purposes is: <i>Kenya Shillings</i>																																						
2.22.1	Evaluation and Comparison of Tenders (Technical Evaluation) The technical proposals will be evaluated using the following criteria. <table><tr><th>No</th><th>Item Description Company Profile</th><th>Minimum Requirement</th><th>Maximum points %</th></tr><tr><td>1</td><td>Number of years that a firm has been operational</td><td>10 years and above of continuous operation</td><td>8 Marks 10 years and above 8 marks 8-9 years – 6 marks 6-7 years – 4 marks 4-5 years – 2 marks 3 years or less – 1 mark </td></tr></table>	No	Item Description Company Profile	Minimum Requirement	Maximum points %	1	Number of years that a firm has been operational	10 years and above of continuous operation	8 Marks 10 years and above 8 marks 8-9 years – 6 marks 6-7 years – 4 marks 4-5 years – 2 marks 3 years or less – 1 mark																														
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	2	(i) Previous Experience	At least four (4) clients to which the bidder has done similar work, at least 2 of who must be Government agencies (attach copies of LPOs or Contract)	8 Marks 4 or more - 8 Marks - Others $\frac{No}{4} \times 8$ <i>NB: No. must include at least 2 Govt. agencies</i>
		(ii) Experience in similar business and area of operation	Provide evidence of previous experience in guarding dam construction site for period not less than 2 years per site (attach LPOs or contract)	8 Marks - At least 1 Dam construction site(s) – 4 marks - Any other construction site – 2 marks 2 years or more – 4 marks - Other period $\frac{years}{2} \times 4$
	3	Recommendation	Provide recommendation letters from the clients quoted in 2(i)/(ii) above	12 Marks 4 or more 8 Marks - Others $\frac{No}{4} \times 8$ - At least a recommendation regarding a dam site – add 4 marks
	4	(a) Personnel Qualification and Competence of Key Personnel		
		(i) Professional skills and experience if Supervisors/ Line Management of the firm (Copies of CVs required)	5 years in either Armed forces, Police Service or other Security services for 3 staff	7 Marks 5 years and above – 7 Marks 1-4 years – 1 mark for each year
		(ii) Organizational structure and backup support/ personnel (evidence required)	Three levels of control with evidence of functional departments	5 Marks - Comprehensive structure – 5 marks - Partial structure – 2 marks - No evidence attached – 0 marks
		(b) Personnel – Guarding Capability and Capacity		
		(i) Current Guards	Indicate payment rate for guards and supervisors Attach one-month current payroll for 100 guards to prove that your guards are properly remunerated.	10 marks - Comprehensive – 10 marks - Payroll attached but less than 100 guards but 50 or more – 7

			marks
			- Payroll attached but less than 50 guards -3 marks - No evidence attached – 0 marks
	(ii) Guard dogs	Provide proof of certified dogs and current vaccination status for at least 10 dogs	10 Marks Up to 10 dogs $\frac{\text{Number}}{10} \times 10$
	(iii) Training in Fire & Safety, First Aid and Disaster management	Evidence of company policy on training – Attach training syllabus	2 marks - Comprehensive and attached – 2marks - Attached but not comprehensive – 1 Marks - No evidence attached – 0 marks
	(iv) Bearing and turn-out paraphernalia	Guards uniforms, Guard belts, batons, boots, caps/berets, lanyards, whistle, great coats, rain coats, rechargeable torch	4 Marks (Provide a list – stated paraphernalia to be used)
	(v) Proof of Training school	Attach proof of certified training school and show physical location	4 Marks
	(vi) Relevant training schedule that shall apply during the contract period (Evidence of planned continuous training)	Attach list of 50 participants trained on the mentioned subjects who will be deployed in our assignments	2 marks
5	Professional Indemnity Insurance Cover held		
	i Professional Indemnity cover (Evidence of Insurance cover to compensate against theft and breakages per incident)	Over Kshs 20million per incidence	3 Marks Less than 20 million - 2 marks
	ii WIBA Act Cover (Level of Insurance cover for guards and support staff: – Amount and number covered)	Provide current copies from insurance firm	3 Marks
6	Evidence of financial standing		
	(i) Annual turnover and profitability	Turnover of Kshs 20 million and above	6 Marks

		for last 3 years		
	(ii)	Reference from Bank	Bank Certification of available financial resources or access to them (Minimum Kshs 2 million)	4 Marks
	(iii)	Net Assets	Minimum Kshs 10 million	4 Marks
	NOTE: Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further. Only Tenderers scoring 70% and above of the total technical score (stage two) shall proceed to stage three for Financial Evaluation. (iii) STAGE THREE (FINANCIAL EVALUATION) The bids shall be ranked on the basis of the bid amount as read out and the lowest evaluated bidder that have met the minimum score shall be the winning bid. This is however carried out in line with Section 82 of the Public Procurement and Asset Disposal Act 2015 states that <i>“The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity”</i> Hence from the foregoing, the financial evaluation is based on the Bid sum provided by the bidder ‘as read’ during the opening. A rank in decreasing order of preference shall be assigned to the bidders based on the ‘as-read’ bid sum whereby the lowest as-read bid is the most preferred. Major arithmetical errors is a fundamental ground for a bidders disqualification			
2.24.1	Particulars of post – qualification if applicable: Post- qualification will “ <i>be undertaken</i> ” N/A			
2.29.1	Particulars of performance security if applicable: The amount shall be: 5% of the contract price from a reputable financial institution			

Fairness, Transparency & Accountability

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: 5% of the contract price from a reputable financial institution
3.8	Payments will be made on MONTHLY basis after the services have been rendered
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Arbitration
3.17	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: The Chief Executive Officer Central Rift Valley Water Works Development Agency Maji plaza, Prison Road P.O. Box 2451 – 20100 Nairobi

THE CONTRACT IS TO RUN FOR A PERIOD OF 12 MONTHS

SECTION V – SCHEDULE OF REQUIREMENTS TERMS OF REFERENCE FOR SECURITY SERVICES FOR ITARE DAM WATER PROJECT

A. Objective

Required security guards who are highly trained, disciplined and qualified to implement and maintain existing security measures at Central Rift Valley Water Works Development Agency while working and liaising with other agencies on the day-to-day operations and on a 24-hour basis with the sole purpose of guaranteeing the safety and security of staff, customers, buildings AND equipment of Central Rift Valley Water Works Development Agency.

B. Supplier responsibilities

1. To guard and protect installations at Itare Dam and properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts by any person and as well as maintain peace and order within Itare Dam
 - This shall include patrolling premises, construction sites, installations, buildings and motor vehicle parking lots to provide 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, door and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
 - While patrolling, check the integrity of a construction equipment and materials for pilferage or intrusion and if intruded, unlocked or open notify the shift supervisor and perform other security related activities necessary to meet overall security requirements.
2. Protect Itare Dam officials, employees, visitors and guests from assault, harassment, threat or intimidation and other criminal acts and implement security and safety regulations within the premises.
3. Conduct random physical inspection of people coming in and out of the premises as warranted.
4. Conduct inspection of all bags and baggage carried by people coming in and out of the premises and effective handling of baggage scanners.
5. They are to ensure that: -
 - All the regulations of the client affecting the security of the property and the property of the Client's tenants are carried out.

- Any interference to the perimeter protection of the premises is identified as soon as possible and reported to the relevant authorities.
 - Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in client's premises.
 - All visitors and customers to the Client's premises are courteously received, assisted and directed in a manner, which will reflect to the Supplier's credit and client's good image.
6. They are to detain any person who is committing or with reasonable cause is suspected to be in the act of committing a cognizable offence pending handing over the matter to the investigating agencies.
 7. They are to prevent the occurrence of fires, explosions and other catastrophes by close observation of buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities. Other responsibilities would be:-
 - Detect fire and take the right action.
 - Alert the sectional staff particularly the supervisor of the danger at hand.
 - Clear any obstruction to the firefighting equipment.
 - Ensure fire-fighting appliances e.g. fire pumps are functional.
 - Correctly use the right firefighting equipment to extinguish the fire.
 - Raise the fire alarm to initiate an emergency response
 - Participate in periodic fire drills.
 8. They are expected to pay attention to all water, steam, gas and electrical installation to detect leakage or spillage, breakdown and wastage and to take any immediate action necessary in the interest of safety and security.
 9. They are to ensure the firefighting facilities remain in the designated locations and are not interfered with.
 10. Record all vehicles visiting the premises to collect or deliver materials as required and their vehicles to ensure that no Client's property is taken from the premises without relevant authority or entry of suspicious equipment and materials.
 11. Implement the Supplier's right to search of employees, visitors and tenants and their vehicles to ensure that no Client's property is taken from the premises without the relevant authority or entry to suspicious equipment and materials.
 12. Require the production of authorizations on the removal of the Client's property.
 13. Record all personal items found on the site and maintain a register of lost and found property containing all relevant details such as time, place etc as required.

14. Record all occurrences of security interest in a daily occurrence/log book for the information of the security staff, management and other persons concerned.
15. Shall control personnel and vehicles entry to and from various authorized entrances at Client's premises and ensure no unauthorized persons or vehicles gain access to the premises. This will include;
 - Enforcement of badge/pass system to identify and control all Clients' employees, visitors and Supplier's to the guarded premises.
 - Regulate vehicle movement, parking of vehicles and storage of motorcycles and bicycles whilst on client's property.
 - Regulate human traffic in all Client's station offices and ensure that large numbers of customers are accessed to respective service counters in an orderly manner without delay.
16. Guard client's premises against terrorism:-
 - Conduct thorough access controls into the Client's premises, screen/search personnel and vehicles using hand held metal detectors and under search mirrors.
 - Detect, report or deal with suspicious characters, dangerous equipment and materials.
 - Enforce relevant measures on guard against terrorism.

C. Personnel

- ✓ 50 Security Guards including drivers
- ✓ 2 supervisors
- ✓ 5 Dogs
- ✓ 2 Vehicles
- ✓ The contractor should be fully responsible for all work and services performed by its security guard
- ✓ They must be qualified, competent and well trained
- ✓ Must conform to the highest standards of moral and ethical conduct
- ✓ Must be Kenyan citizen
- ✓ Security supervisor must be a graduate of criminology or any relevant security related course
- ✓ The rest of the guards must be at least form IV leavers with minimum of grade D+
- ✓ Must be trained on security matters (not less than (6) months)
- ✓ Have three years of relevant experience in a reputable institution /security firm
- ✓ Must be mentally and physical fit
- ✓ Must be below 45 years.
- ✓ Must have certificate of good conduct and letter of recommendation from the area Chief

D. Supplier requirements

1. Must be ISO 9001:2015 certified.

2. Security equipment

Supplier must give a list of own security equipment to be provided to the guards for use in service improvement and efficiency. This must include own guards monitoring system

Any such equipment must be tabulated clearly to show that they are for free or indicate the rates chargeable separately in the contract cost analysis. Any security equipment used/provided should be serviceable.

3. Training

Guards should have undergone training in primary security procedures, fire-fighting, and safety, first aid and customer service. **Training on anti-terrorism and terrorism awareness is a must.** Supplier should indicate whether the guards have undertaken refresher training/courses to improve their security and safety skills.

4. Adequate personnel

The Supplier should have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence or any other reason. Guards engaged for services at Client's premises must be those on permanent employment.

5. Supervision

The guards should be effectively supervised on 24-hours basis by site contract manager or a qualified supervisor.

6. Incident reporting

The Supplier should have in place adequate systems for reporting any incidents. Enquiries into incidents and traffic accidents occurring in Client's premises should be reported without delay to the Clients Security manager or his representative.

7. Communications

Supplier should ensure own communication links (land line telephone, mobile phones, radios etc) to the main control room must be reliable and manned 24 hours. The client would provide necessary internal communication connecting security posts where necessary. Where Clients' telephone will be used to make external calls or mobile destinations, such calls must be officially recorded as will be specified. Bills for calls made on non-MOF business will not be honoured. Emergency security backup guards should be available within minimum time possible when need arise.

8. Experience

The potential security service providers will demonstrate that they have current or previous experience in providing similar contracts to Government institutions of similar

size within the last 10 year period (**experience of 10 years mandatory – bidders to provide both a list and letters of recommendations**).

9. Referees

The potential security service providers will provide a list and letters of recommendation of current and previous clients with similar contracts to permit and validate references provided. References will focus on the security service provider's responsiveness to security interests and problems, the quality of the services performed and the dependability of meeting security needs.

10. Guard selection

The potential security service providers will provide a pool of employees who will be approved for assignment by Central Rift Valley Water Works Development Agency. This pool should be of sufficient magnitude to permit replacements in the event of absenteeism, disciplinary removal etc

11. Financial capacity

The potential security service providers will demonstrate the ability to financially sustain the guard force and complete all aspects of the contract if awarded. Furthermore, they will identify the financial institution utilized for its business, with a letter of affirmation from the institution to the solvency and ability of the security service provider to fulfil the contract requirements. This letter will provide access to an official of the financial institution, who will assure that the firm is financially solvent and responsible.

SECTION VI – DESCRIPTION OF SERVICES

PROVISION OF SECURITY SERVICES AT ITARE DAM

Fairness, Transparency & Accountability

SECTION VI - STANDARD FORMS

FORM OF TENDER

To: *[Name and address of the PE]*
Date: *[insert **date** (as day, month and year)]*
Tender No.: *[insert **number of Tendering process**]*
Item Description: *[insert description of Items]*

Sir/Madam,

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of Goods and 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.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this _____ day of _____ 20_____.
(Name)

[signature] *[in the capacity of]*
Duly authorized to sign Tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

The prices quoted must be inclusive of all Government taxes and the charges should be as indicated here below:-

1. One Guard per day (12 hours)
Kshs.
(In words).....
2. One Guard per night (12 hours)
Kshs.
(In words).....
3. One Guard per day and night (24 hours)
Kshs.
(In words).....
4. One Guard per month
 - a) Day
Kshs.
(In words).....
 - b) Night
Kshs.
(In words).....
 - c) Day and Night
Kshs.
(In words).....
5. Contractors extent of liability cover
Kshs.
(In words).....
6. Cost of security dog and handler per month
Kshs.
(In words).....

7. Cost of guards on temporary assignments per hour per guard or chargeable rates
Kshs.
(In words).....

9. Rates chargeable for guards working on overtime per guard per hour
Kshs.
(In words).....

10. Protection/escort would be required from time to time:
 - Indicate rate of transporting cash within Nairobi City per trip
Kshs.
(In words).....
 - Indicate rates of escorting a person(s) per kilometer or per trip within Nairobi City in own transport
Kshs.
(In words).....

11. Indicate cost of security equipment and contract cost for:
Metal detector equipment, Car inspection mirror. Bags/parcels scanner, alarm equipment, Intrusion detector, panic buttons, walk through metal detector.

12. List and indicate costs of other security equipment you find necessary to include in the contract.

Signature of tenderer _____

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

THE CONTRACT IS TO RUN FOR A PERIOD OF 12 MONTHS

No	Item Description	Units	Qty	Unit Cost	Monthly Cost	Cost for 12 Months
1.	Guards	No	50			
2.	Supervisors	No	2			
3.	Patrol Vehicles	No	2			
4.	Drivers	No	4			
5.	Guard Dogs	No	5			

The cost at 12 months will be reflected at the Form of tender

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)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Part I- General :

Business Name

Location of business premises.....

Plot No. Street/Road.....

Postal Address..... Tel. No.....

Nature of business.....

Current Trade Licence No..... Expiring date.....

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

Name of your bankers..... Branch

☐	Part 2 (a) – Sole Proprietor Your name in full.....Age..... Nationality.....Country of origin..... *Citizenship details.....																								
☐	Part 2 (b) Partnership Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 30%;">Name</th> <th style="text-align: center; width: 20%;">Nationality</th> <th style="text-align: center; width: 30%;">Citizenship Details</th> <th style="text-align: center; width: 20%;">Shares</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares																				
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☐	Part 2 (c) – Registered Company: Private or Public..... State the nominal and issued capital of company- Nominal KSHS..... Issued KSHS..... Given details of all directors as follows:- <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 30%;">Name</th> <th style="text-align: center; width: 20%;">Nationality</th> <th style="text-align: center; width: 30%;">Citizenship Details</th> <th style="text-align: center; width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. 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> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. 1.				2.				3.				4.				5.			
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3.																									
4.																									
5.																									

DateSignature of Candidate.....

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TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of [name and/or description of the equipment] (hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank/Insurance Company”), 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/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the authorized representative of the bank/insurance company]
Seal

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)

ANTI - CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Section 62 of the PPD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory

Official
Stamp.....

SELF-DECLARATION FORM

Date _____

To:

The Chief Executive Officer

Central Rift Valley Water Works Development Agency

P.O. Box 2451 - 20100

Nairobi

The tenderer i.e. (name and address)

_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

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 CHIEF EXECUTIVE OFFICER