



TANA WATER WORKS DEVELOPMENT AGENCY

PROVISION OF SECURITY SERVICES TWWDA/T/002/2022-2024

**CHIEF EXECUTIVE OFFICER
TANA WATER WORKS DEVELOPMENT AGENCY
P.O. BOX 1292-10100
NYERI**

**TEL: 061-2032282
FAX- 061-2034118
EMAIL: ceo@tanawwda.go.ke
WEBSITE: www.tanawwda.go.ke**

CLOSING DATE: 22ND SEPTEMBER, 2022 at 10.00 am



TWWDA IS ISO 9001:2015 CERTIFIED

Table of content	Page
INTRODUCTION	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
Appendix to Instructions to Tenderers	20
SECTION III GENERAL CONDITIONS OF CONTRACT.....	22
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	28
SECTION V QUALIFICATION CRITERIA	29
SECTION VI SCHEDULE OF REQUIREMENTS.....	31
SECTION VII DESCRIPTION OF SERVICES	32
SECTION VIII STANDARD FORMS.....	33
8.1 FORM OF TENDER.....	34
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	35
8.3 LIST OF CLIENTS	37
8.4. DECLARATION NOT TO BE INVOLVED IN CORRUPT OR FRAUDULENT PRACTICES	38
8.5TENDER SECURITY FORM.....	39
8.6CONTRACT FORM.....	40
8.7PERFORMANCE SECURITY FORM.....	41
8.8BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	42
8.9MANUFACTURER’S AUTHORIZATION FORM.....	43
9.0 LETTER OF NOTIFICATION OF AWARD	44
9.1 FORM RB1	45

Introduction

- 1.1 This tender document has been prepared for procuring security services. The winning bidders will be awarded the tender for the provision of security services for 1 year (FY **2022-2024**, but the contract is extendable for 1 more Calendar year subject to exemplary provision of the said services based on the agreed terms of service and appraisal targets with the procuring entity.
- 1.2 The document includes a form for the invitation to tender, instructions to candidates/tenderers, and a letter of application with attached forms for candidates to fill.

SECTION I - INVITATION FOR TENDERS

TENDER REF: TWWDA/T/002/2022-2024

TENDER NAME: Provision of Security Services

1.1 Tana Water Works Development Agency invites sealed tenders from eligible candidates for the provision of Security Services

1.2 Interested eligible candidates may obtain tender documents from the website www.tanawwda.go.ke for free or download at IFMIS tender portal: <https://supplies.treasury.go.ke>.

1.3 Prices quoted should be inclusive of all taxes, and delivery costs must be in Kenya Shillings and shall remain valid for **180 days** from the closing date of the tender in case of any price variation the bidder shall inform the client in writing which shall be considered in line with the prevailing market prices.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name, and be deposited in the Tender Box at Tana water Works Development Agency, P. O. Box 1292-10100 NYERI, or to be addressed to the chief executive officer, so as to be received on or before **Thursday, 22nd September 2022 at 10.00 a.m.**

1.5 Tenders will be received immediately thereafter sealed in the presence of the candidates' representatives who choose to attend at **TWWDA Board Room**, Nyeri, The sealed tenders shall be opened on **Thursday 22nd September 2022** in the presence of the interested bidders who witnessed the sealing.

**THE CHIEF EXECUTIVE OFFICER
TANA WATER WORKS DEVELOPMENT AGENCY
MAJI HOUSE, BADEN POWELL ROAD
P.O. BOX 1292- 10100
NYERI
TEL. NO: 061-2032282**



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.
- 2.1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates that 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 goods under this Invitation for tenders.
- 2.1.3 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 a hard copy of the tender document shall be Kshs.1000/=.
- 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 the documents listed below and the addenda issued in accordance with clause 6 of these instructions to Tenderers

- 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 tenderer's risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries about the tender a document 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 entity'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 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

- 2.5.1 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 a prospective tenderer, may modify the tender documents by amendment.
- 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 exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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 of Tender

- 2.7.1 The tender prepared by the tenderers shall comprise the following Components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraphs 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 the 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 This is a one-year contract BUT only renewable for another year subject to satisfactory performance, AND Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Amendments or Variations to this contract's price for the second year of service, if the service is renewed, shall be in accordance with the provisions under section 139 of the public procurement and Asset Disposal Act 2015. Notwithstanding this provision, the procuring entity may terminate the extension of this contract if the proposed variation by the contracted service provider is not supported by any sustainable evidence of market dynamics or such variation/s renders the total proposed price to be beyond the client's budgetary allocation/s for this service. No assumptions/or projections of future expenditures, relating to this service shall be used by the Service provider as a basis for price variations for the subsequent year/s, rather actual past expenses shall be the basis for determining any amendments or variations to this contract. The onus for confirming the actual excess expense/s shall lie with the security Company and be confirmed by the client.

2.9.6 Proposal for any price amendments or variation/s for the subsequent year/s of service, if any, shall be communicated in writing to the Procuring entity at least three (3) months in advance before the end of the year of service, failure to which no such price variation/s shall be effected



or be considered a subject of negotiation by the procuring entity. Such communication shall be through electronic media and in hard copy (ies).

2.9.7 Any amendment(s)/variation(s) of price(s) shall in no way affect the quality of the ensuing security services, whereof such services shall maintain their quality based on the procuring entity's appraisals and ratings. Agreement(s) by both parties to the price amendment(s)/variation(s) shall be a subject of `settling` or otherwise within one (1) month following a formal communication by either party; and subsequent negotiation meetings, in which case termination processes shall commence if NO agreement has been reached by both parties within the set duration.

2.9.8 The validity period of the tender shall be 180 days from the date of opening of the tender.

2.10 Tender Currencies

Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's 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, tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall **NOT BE LESS THAN 2%** of the total **ANNUAL** bid price (**computed at the rate per month times the number of months in a calendar year**) from a reputable bank valid for 180 days from the date of tender opening.



2.12.3 The tender security is required to protect TWWDA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a commercial bank holding a current license from the Central Bank of Kenya, in the form provided in the tender documents or any other form acceptable to TWWDA and valid for thirty (30) days beyond the validity date of the tender **i.e. the validity of the tender security shall be 210 days**

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by TWWDA as non-responsive, pursuant to paragraph 2.20.5

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

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

2.12.8 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 180 days or as specified in the invitation to tender after the 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 non-responsive.

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 un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.16 Sealing and Marking of Tenders

2.16.1 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.

2.16.2 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 for Tenders and the words, “DO NOT OPEN BEFORE,” **THURSDAY 22nd September 2022.**

2.16.3 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”.

2.16.4 If the outer envelope is not sealed and marked as required by paragraph 2.16.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Thursday, 22nd September 2022 at 10.00 am.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring Entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 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 tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 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, or telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 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 2.15.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 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.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 am, Thursday 22nd September 2022**, and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 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.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 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 of the tender shall be sought, offered, or permitted.

2.21.2 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.

2.22 Preliminary Examination



2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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 forfeited. If there is a discrepancy between words and figures the amount in figures will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22



2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award shall result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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 and responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination/due diligence will be a prerequisite for the 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.

Affirmative determination/Due diligence shall be conducted by an appointed team, and NOT by the Evaluation Committee members, and may take the form of visits to the premises of the tenderer, visits to the indicated referee/s, reference/s to the relevant Authority for confirmation of the provided details, among others. Findings from such undertakings shall form part of the evaluation report on the target tenderer and will be taken into consideration before making the final decision with regard to award or otherwise.

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided that the tenderer is determined to be qualified to perform the contract satisfactorily with due regard to the due diligence missions.

2.27.5 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.

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

2.28 Notification of Award

2.28.1 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.



2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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 when used in the present regulations, the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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.



TWWD/DA/1/ISO 9001:2015 CERTIFIED

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	Eligible tenderers shall be Kenyan Security firms, with valid operation licenses issued by the relevant Authorities – Kenya
2.4.3	Preference not applicable
2.9.4	Amendment(s)/Variation(s) to be strictly compliant with the PPAD Act 2015, section 139; be supportable by recent-past clear market dynamics, within the client`s budget, and be based on the actual/incurred past expenses from the service provide (Security Company).
2.9.5	Intended amendment(s)/variation(s) from a previous annual`s sum(s) to be communicated by either party NOT less than three (3) months prior to the date set for termination/end of the duration of service (or any other set duration as the case may be), through electronic (soft copies) and printed (hard copies) media.
2.12	Tender Security shall NOT BE LESS THAN 2% of the total bid price (Computed at the total amount payable per month multiplied by 12) from a reputable bank valid for 180 days from the date of tender opening and the validity of the tender security shall be (180+30)days from the date of tender opening.
2.14.2	The number of copies to be submitted shall be two (one original and one copy) `hard-bound` <i>not spiral bound</i> .
2.15.2 (b)	The tender shall be closing and opened on 22nd September 2022 at 10.00 am local time.
2.16.1	Not later than 10.00 am local time on Thursday 22nd September 2022
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Procurement office and entered into a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the tenderer shall be required to place the tender documents at the tender box designated area.
2.18.1	After 10.00 a.m. local time on 22nd September 2022 .
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of the contract shall be taken into account.

(Complete as necessary)

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm providing the service/s under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods (if any) were mined, grown, or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.



3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision, therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 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.



- 3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test, and where necessary, reject the goods after the Goods' arrival shall in no way be limited or
- 3.8.5 Waived by reason of the equipment having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.6 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other

obligations under this Contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in the Special Conditions the of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 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 deliver any or all of the goods/works/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 executing the Contract

3.17 Resolution of Disputes

3.17.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.17.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.18 Language and Law

3.18.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.19 Force Majeure

3.19.1 The tenderer 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 another failure to perform its obligations under the Contract is the result of an event of Force Majeure.



SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complements provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	Performance Security from the successful bidder shall be 10% of the tender sum/price (Computed at the monthly sum x 12) and be in form of a Bank Guarantee to be submitted not less than 14 days and not more than 28 days after the date of the `letter of notification of award` and before the signing of the contract.
3.12.1	Payment is after delivery and approval of service.
3.18.1	As per provisions of 3.18



SECTION V - QUALIFICATION CRITERIA

TENDER NO TWWDA/T/002/2022-2024

I. SUPPLIER EVALUATION CRITERIA FOR PROVISION OF SECURITY SERVICES

1.	MANDATORY REQUIREMENTS	Yes	No	Remarks
	Submission of valid documents under listed:-			
	i) Valid Tax Compliance Certificate			
	ii) Certificate of Incorporation & Reg.			
	iii) Registration with the local authority.			
	iv) Must clearly indicate the physical location, mobile number/s, and landline/s applicable.			
	v) Certificates of Good Conduct			
	vii) Submit an INSURANCE POLICY indicating the extent to which each staff-to-be-engaged is covered.			
	viii) Submit a `COMMITMENT` in form of a written attachment to this bid document, stating that statutory deductions (NHIF, NSSF, PAYE) of each `staff` to be engaged shall be submitted to the procuring entity through the CEO`s office, within two (2) weeks after/following the end of every two(2) months of service at the procuring entity`s premises.			
	ix. Original copy of a `current CR12` (Less than 3 months old from the date of tender submission) certificate (Registrar of Companies` system generated document)-(applies for Companies only)			
	x. The bid document/s to be systematically paginated from page 1 on the cover page , with pages `hard-bound` –no use of spiral binders.			
	xi. List of current Directors with their respective shareholding and details of their citizenship (Attach IDs and other identification documents)			
<p>Any evaluated Bid(s), which do not satisfy any of the above requirements, shall be rejected and shall not be considered further.</p> <p>Reasons for disqualification (if any)</p> <p>.....</p> <p>.....</p>				
STAGE 2				
In this stage, bidders are to be evaluated on marks. Any bidder who does not achieve at least a 75% score at this stage does not proceed to stage 3				
2	OTHER REQUIREMENTS			
		Required Marks	Awarded Marks	Remarks
	i) Volume of business the firm can handle per month (at least 300,000.00)	8		
	ii) Similar jobs carried out in the past 2 years at 4 marks for each year (attach proof in the form of transaction documents)	8		



	iii) Business Experience/Number of years in business at least 2 years at 2 marks per year.	8		
	iv) Previous dealings with TWWDA - will address issues such as:- <ul style="list-style-type: none"> • Late delivery (Less 1) • Partial delivery(less 1) • Poor quality goods/returns e.g. Counterfeit Goods (less 1) NB: Those who haven` t been engaged by TWWDA in the past will be exempted/score all.	3		
	v) Provide information on Telephone- landlines/mobiles, official email address, Postal Address, physical address, and contact person(s) mobile number (at least the 6 indicated key items to be presented clearly: 1 score each)	6		
	(vi) Supplier must indicate his/her firm's ability to extend Credit Facility (must indicate a period of at least 30 days in form of a signed by an authorized officer and stamped commitment letter drawn on the candidate`s letterhead)	11		
	(vii) Attach the latest audited Accounts for limited companies and financial statements for non-limited business entities for the immediate latest past 2 years (at marks for each year).	10		
	viii) Three recommendation letters from reputable firms with which the candidate has had business in the past (each duly signed letter attracts 4 marks).	12		
	ix) Company profile/business profile (A detailed business profile attracts 10 marks)	10		
	x) Completed/filled-in Confidential Business Questionnaire to be attached (Must be complete with all the required/indicated details for each type of enterprise, any missed detail/s to attract deduction of 2 marks per every omitted detail.	12		
	xi) Litigation history: Indicate if there are any pending court cases on public procurement matters	12		
	Total Marks	100		

A bidder shall be considered to have passed technical evaluation upon attaining at least 75% marks to proceed to Financial Evaluation.



TWWDA IS ISO 9001:2015 CERTIFIED

SECTION VI- SCHEDULE OF REQUIREMENTS

No.	Description	Number of security Guards per month	Charge per person (16% VAT incl) per month(KES)	Value (16% VAT incl.) per Month. (KES)
1.	Day Guards at TWWDA Maji House	2		
2.	Night Guards at TWWDA Maji House	2		
3.	Alarm Transmitter at TWWDA	1(Give rate per month)		
4.	Alarm-Installation Cost at TWWDA	(To be paid Once)		
5.	Day Guards at TWWDA Maji House Annex	1		
6.	Night Guards at TWWDA Maji House Annex	2		
7.	Contingencies	(10% of the total charges for 1 to 6)		
		TOTAL INITIAL COST		

NB

- i. Bidder shall submit a copy of NSSF Compliance Certificate or Evidence of Registration, a Copy of NHIF Compliance Certificate or Evidence of Remittance of Employees NHIF Contributions;
- ii. The identity of all `staff` to be engaged shall be provided to the procuring entity in form of their respective National Identity Cards` copies or copies to other statutory recognized identification document/s, and gender balance on the part of the engaged security staff shall be observed.
- iii. In case of a need to change staff, this will be executed only after a formal communication to the procuring entity.
- iv. The quoted wages shall not be below the approved minimum wage rates for the nature of services described herein;
- v. Bid security shall be 2% of the total amount payable per month multiplied by 12 months in form of a Bank guarantee;
- vi. Performance security, if bidder is awarded the job SHALL be computed at 10% of the total amount payable per month multiplied by 12 months in form of a Bank guarantee;
- vii. All the specifications stated above are mandatory.

Signature _____ of _____ tenderer

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



SECTION VII – DESCRIPTION OF SERVICES

The required security services should cover Tana Water Works Development Agency Headquarters in Nyeri as shall be defined in the proceeding contracts of service.

The stated service shall cover the entire compound and the area surrounding the Procuring entity’s facilities.

The security services so provided shall be run on a 24 hours 7 Days basis on the procuring entity’s premises.

Signature of tenderer _____
Stamp _____

CRITERIA OF EVALUATON

The lowest evaluated bidder who shall meet all the specifications shall be considered for the award as long as the prices are established to be within the prevailing market rates.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after the contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested by the successful bidder and agreed upon by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to a 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 the 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____



8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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 offense to give false information on this form

Part 1 – General:

Business Name

 Location of business premises.

 Plot No..... Street/Road

 Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

The maximum value of the 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
	<ul style="list-style-type: none"> • Citizenship details •

	Part 2 (b) Partnership Given details of partners as follows:																																								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 45%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">Details</td> <td style="text-align: right;">Shares</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">1.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">2.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">3.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">4.</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			1.			2.			3.			4.		
	Name	Nationality	Citizenship																																						
Details	Shares																																								
1.																																								
																																								
2.																																								
																																								
3.																																								
																																								
4.																																								
																																								
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of the company- Nominal Kshs. Issued Kshs. Given details of all directors as follows																																								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 45%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">1.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">2.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">3.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">4.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">5.</td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.			2.			3.			4.			5.														
	Name	Nationality	Citizenship Details																																						
Shares																																									
1.																																								
2.																																								
3.																																								
4.																																								
5.																																								
	Date Signature of Candidate																																								

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

8.3 LIST OF CLIENTS

Indicate the details of companies in the private /public sector where you have undertaken/are undertaking services of similar nature where the contract sum is at least Kshs. 80,000/- per month.

NO.	Contact Information	Details
1.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	
2.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	
3.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	



ENSURE THAT YOU HAVE PROVIDED REFERENCED LETTERS FOR ALL THE ABOVE ORGANIZATIONS

8.4 DECLARATION NOT TO BE INVOLVED IN CORRUPT OR FRAUDULENT PRACTICES

TO: The Chief Executive Officer Date: _____
 Tana Water Works Development Agency
 P.O. Box 1292-10100, NYERI

Ladies and/or Gentlemen,

Being duly authorized to represent and act on behalf of _____ (name of firm) (hereinafter referred to as `the Applicant`) and have reviewed and fully understood all of the tender information provided, the undersigned hereby admits that _____(name of the firm) has **Never Been Involved in any Corrupt or Fraudulent Practice/s** and further commit **Not to be involved in any Corrupt or Fraudulent Practices and that We Shall Observe the Highest Standard of Ethics during the Procurement Process and Execution of Contracts.**

We further agree (by signing this declaration hereunder) that failure to comply with the above may lead to:

- i. Rejection of our proposal;
- ii. Having our firm`s details submitted to the Public Procurement Regulatory Authority (PPRA) for the purpose of debarring our firm from participating in public procurement in Kenya

Signed:	Signed:	Signed:
Name:	Name:	Name:
Designation:	Designation:	Designation:



8.5 TENDER SECURITY FORM

WHEREAS(hereinafter called “the Tenderer”) has submitted his Tender dated for **Provision of Security Services, Tender No. TWWDA/T/002/2022-2024.**

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto.....(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, 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 after Tender opening the Tenderer withdraws his Tender during the period of Tender Validity specified in the instructions to Tenderers

Or
2. If the Tenderer, having been notified of the acceptance of his Tender by the Employer during the period of Tender Validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
 - c) Rejects a correction or an arithmetic error in the Tender.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, 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 said date.

(date)

(signature of the Bank)

(witness)

(seal)



8.6 CONTRACT FORM

This agreement is made on ___day of _____ (Month) _____ (year) between **MS** _____ of Post Office Number _____, _____ (Town), in the Republic of Kenya (Hereinafter called the “Supplier” which expression shall where the context so admit include it’s successors and permit assigns) of the one part

AND

Tana Water Works Development Agency P.O Box **1292-10100, NYERI** (hereinafter called “The Customer” which expression shall where the context so admits include its successors and permitted assigns) of the other part.

Whereas the said Security firm has agreed and accepted to provide Security services as defined in the general conditions of this contract and the bid documents at a monthly service fee of **ksh** _____/- (_____ Kenya shillings only) including 16% VAT for the Security Guards, and an amount of **kshs** _____/- (**16% VAT Incl.**) being the monthly **amount charged for quarterly servicing of the Company’s alarm transmitter**, as per the list of the specified items and Services (listed in clause **1.0**) payable on a monthly basis upon the receipt of an Invoice and the approval and certification of work done by the customer’s Inspection and Acceptance Committee or an appointed representative working in conjunction with the Inspection and Acceptance Committee.

Now therefore it is mutually agreed by and between the parties hereto as follows.

- a) TWWDA desires to have its entire properties, compound, and its surrounding area (precinct) thereto and its offices at maji House annex and such other areas as are specified hereinafter (clause **1.0**) provided with adequate security services on a 24/7 hour basis.
- b) The Security Company is willing and able to undertake comprehensive security services, and other works specified thereto, in clause (**1.0**) under the terms and conditions of this contract;
- c) The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (i) the Tender Form and the Price Schedule submitted by the tenderer
 - (ii) the Schedule of Requirements
 - (iii) the Technical Specifications
 - (iv) the General Conditions of Contract
 - (v) the Special Conditions of contract; and
 - (vi) the Procuring entity’s Notification of Award

Therefore in consideration of mutual promises, representation, conversant and other good, and valuable consideration, the receipt and adequateness of which is hereby acknowledged by the parties to the following terms and conditions and to be bound thereby.

(1.0) SCOPE

The comprehensive Security services will cover the following Supplies as per the scope set out below and any others that could be consented to during the initial agreement.

Scope of work

- a. The Security Services shall cover the entire premises of the Customer i.e. in and at the premises and TWWDA MAJI HOUSE ANNEX Offices.
- b. TWWDA requires **4** (Four) Guards (2Guard for the Daytime and 2 Guards for the night time) for TWWDA Headquarters and 3 (Three) other guards (1 Guard for Daytime and Two (2) other for night,



and the quarterly servicing of the alarm System at TWWDA, to facilitate provision of adequate and effective security services in and around the Customer's premises twenty-four (24/7) hours a day.

- c. The Security Company shall provide Security officers (employed in the performance of duties and obligations of the Security Company) with Uniforms, Identification badges and all necessary tools for work.

LIST OF SUPPLIES

No.	Description	Number of security Guards per month
1.	Day Guards (6.30 a.m. to 6.30 p.m.) at TWWDA Headquarters in Nyeri Town	2
2.	Night Guards (6.30p.m to 6.30 a.m.) at TWWDA Headquarters in Nyeri Town	2
3	Day Guard (6.30 a.m. to 6.30 p.m.) at Maji House Annex Offices located at Kamakwa in Nyeri	1
4.	Night Guards (6.30p.m to 6.30 a.m.) at Maji house Annex Offices located at Kamakwa in Nyeri	2
5.	Alarm Transmitter	1(Rate per month given above)

This agreement shall commence on _____ (Date, Month and Year) and is due to expire on _____ (Date, Month and Year) although extendable in line with the conditions under this contract and the bid documents.

- (1.0) That the Security Company shall ensure that all security officers and personnel employed in the performance of the duties and obligations of the security Company are subjected to a thorough medical inspection by a licensed clinic or medical practitioner and passed fit for their duties and that the said security officers and personnel are knowledgeable in security matters.
- (2.0) The Security Company shall ensure that the Security Officers and Personnel are subjected to effective supervisory arrangements and procedures, and the security Company shall make periodic and regular check visits in and at the premises.
- (3.0) The security Company shall provide the Customer with copies (both sides) of the National Identity Cards of all the guards to be engaged. Further, any changes of guards shall be subjected to an agreement between the security firm and the customer and shall be in writing unless the services of a Guard/s are terminated due to any reason as may be contained in the contract of engagement. Communication of such an eventuality shall be made in writing to the customer within 30 days from the date of such termination.
- (4.0) The security firm shall furnish the customer with a duly signed copy of monthly payrolls (and pay-slips) for all the engaged Guards, on or before the 15th day of the second month following the month of payment.
- (5.0) All equipment, instruments and guard dogs (if any) used by the Security Officers shall be supplied by the Security Company and all the guard dogs (if any), used in and at the premises must have **health certification** from a **licensed Veterinary Clinic**;



(6.0) A daily record of attendance at the Premises will be kept by the Security Officer-In-Charge of the premises, who shall note in the record all irregularities or incidents discovered by either party;

(7.0) The Security Company shall at all times properly look after the keys entrusted to it for the purposes of affectively carrying out the terms under this contract, and shall be responsible for any cost(s) associated with replacement due to loss or damage.

(8.0) All Security Officers in and at the Premises shall have undergone through approved **basic fire-fighting and first-aid courses** at the expense of the Security Company, and the Security Company shall continually train the Security Officers in these respects;

(9.0) All Security Officers in and at the premises must have a fair understanding of the criminal Procedure and Penal Codes and be capable of using radio Communication and other modern security equipment;

(10.0) The Security Officers in and at the Premises shall be provided by the Security Company, the following kits and accessories:

- i. Appropriate head-gear;
- ii. Whistle and Lanyards;
- iii. Torches and batteries;
- iv. Clubs;
- v. Military Boots;
- vi. Heavy/Great Coats (Weather Compliant);
- vii. Heavy Sweaters (Weather Compliant);
- viii. Identification Badges;
- ix. Uniforms;
- x. Guard Notebooks and pens (Stationery)

(11.0) The Security Company shall make arrangements and be responsible, at its cost for the **general transport requirements** for all its personnel to and from the Premises.

(12.0) The Security Company shall Insure its Security Officers and dogs (if any) engaged in the performance under this Contract, against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of negligence or default of the Customer, its servants or agents, the Security Company shall indemnify the Customer against all claims and demands in respect of such injury and the Security Company shall, if required by the Customer, avail the policy of Insurance in respect thereof and proof of payment of current premium.

(13.0) The Security Company shall at its own cost and subject to the prior approval thereof provide sign plates indicating that the premises are being guarded by the Security Company and that dogs (if any) are in use thereat.

(14.0) The Security Company shall indemnify and keep indemnified the Customer, its servants, and agents against loss of or damage to property or bodily injury sustained by it or them by reason of, omission or neglect of the Security Company, its servants, or agents whilst performing their duties under this Contract AND against the dishonesty of its Security Officers whilst performing their duties hereunder AND THIS shall include any loss, damage, injury or any act or omission or neglect of the Security Company, its servants or agents.

(15.0) The Customer shall receive full compensation for any loss, damages and /or theft of property if proved that such security breach is as a result of any act, omission or negligence of the Security Officers. The compensation shall be up to a value that fully covers the prevailing market price of the lost/damaged item and shall be deposited directly to the bank account of the Customer by the Security Company within 90 days.

(16.0) The Customer shall indemnify and hold the Security Company, its agents and employees harmless against claims, proceedings, damages, costs, expenses and losses arising as a result of the Customer's negligence.

(17.0) Notice of all claims by the customer in respect of any loss, damage or injury or consequential or



indirect loss shall be given in writing to the Security Company, giving details of such loss, damage or injury or consequential or indirect loss within fifteen (15) calendar days after the discovery of such damage, loss or injury.

(18.0) In consideration of the services to be rendered by the Security Company under this Agreement, the Customer shall pay to the Security Company such fees and charges for services rendered at the rates as specified under the `cost of supplies` of this Agreement.

(19.0) The Customer shall pay to the Security Company the contract fee within sixty (60) days from the date of receipt of the Invoices from the Security Company.

(20.0) Amendments or Variations to this contract shall be in accordance with the provisions under section 139 of the public procurement and Asset Disposal Act, 2015. Notwithstanding this provision, the procuring entity may terminate the extension of this contract if the proposed variation by the contracted service provider is not supported by any sustainable evidence of market dynamics or if such variation/s render/s the total proposed price to be beyond the client's budgetary allocation/s for this service. No assumptions/or projections of future expenditures/Claims, relating to this service shall be used by the Service provider as a basis for price variations, rather actual and documentary-supported evidence shall be the basis for determining any amendments or variations to this contract. The onus for confirming the actual claims shall lie with the Security Company and be confirmed by the client/Procuring Entity.

(21.0) Proposal for any price amendments or variation/s if any, shall be communicated in writing to the Procuring entity at least three (3) months in advance before the actual date when such variations are intended by the Security Company to be effected, failure to which no such price variation/s shall be effected or be considered a subject of negotiation by the procuring entity. Such communication shall both be through electronic media and in hard copy (ies).

(22.0) Any amendment(s)/variation(s) of price(s) shall in no way affect the quality of the ensuing Security services, whereof such services shall maintain their quality based on the procuring entity's appraisals and ratings. Agreement(s) by both parties to the price amendment(s)/variation(s) shall be a subject of `settling` or otherwise within one (1) month following a formal communication by either party; and subsequent negotiation meetings, in which case termination processes shall commence if NO agreement has been reached by both parties within the set duration.

(23.0) Either party may cancel either in whole or in part the provision of this agreement or cancel the agreement entirely upon giving a one month's written notice.

(24.0) The customer may without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part if:

- i. The Security Company frequently fails to provide services of high standard in the performance of this Agreement and
- ii. The Security Company fails to perform any other obligation under this Agreement.

(25.0) The following obligations are conditions for this agreement and any breach of them shall be deemed a fundamental breach, which shall determine this agreement immediately, and the rights and liabilities of the parties shall be determined:

25.1 Failure on the part of the customer or the Security Company to observe the obligation under this agreement not requiring notice to be served and in the case of obligations requiring notice to be served, failure to comply with the terms of any notice.

25.2 The doing or permitting of any act by which the Security Company and the customer's rights may be prejudiced or put in jeopardy.

25.3 The levying of any distress or execution against the Security Company or customer or liquidation of the customers of a company.



(26.0) In the event of this agreement being determined whether by afflation of time, notice, breach, or otherwise;

- a) The Security Company shall be permitted to remove all its equipment, sign plates, Instruments, and guard dogs (if any) that may have been placed by the Security Company upon the client's Premises.
- b) Either party shall be entitled to exercise any one or more of the rights and remedies are given to it under the terms of this agreement and the determination of this agreement shall not affect or prejudice such rights and remedies and each party shall remain liable to perform all outstanding liabilities under this agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.

(27.0) Both parties shall be released from their respective obligations in the event of the occurrence of a condition beyond the control of the Customer or the Security Company not involving the parties' fault or negligence and foreseeable such as national emergency war, prohibitive governmental regulations or from any other cause PROVIDED THAT any contractual rights and obligations accruing to the parties prior to the occurrence of any or all of the aforesaid events shall be enforceable.

(28.0) If any or All of the aforesaid events shall occur either party shall immediately and without undue delay notify the other in writing of such occurrence and unless otherwise directed in writing the parties shall continue to perform their obligations under the Agreement as far as is reasonably practical and shall seek any other alternative means for performance thereof if circumstances shall permit.

(29.0) The Security Company, its Security Officers, Servants and agents shall not at any time during or for Fifteen (15) years after termination of this agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of the Customer.

(30.0) The Security Company shall not assign or sub-contract any of its rights or duties under this Agreement.

(31.0) That this service contract shall be automatically renewable and charged for unless cancelled by either party by giving a one month's advance notice in writing.

(32.0) Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive government regulations or any other cause beyond the reasonable control of the parties or either of those that render the performance of this agreement impossible, whereupon money under this agreement shall be paid immediately in proportion to the work done or otherwise as it may be agreed upon by the parties to this agreement.

(33.0) If any provision of this agreement is declared by any judicial or any competent authority to be void, voidable illegal or otherwise unenforceable, or indications to that effect are received by either of the parties from a competent authority the parties shall amend that provision in such a reasonable manner as to achieve the intention of the parties.

(34.0) The Security Company shall secure ALL the Customer's property and Staff.

(35.0) The Security Company shall provide services of high standards in the performance of this Agreement AND poor performance shall be grounds for summary termination of this Agreement without any notice at the sole discretion of the Customer;

(36.0) Inexcusable delays by the Security Company in the performance of its obligations hereunder shall give rise to sanctions impositions of liquidated damages by the Customer.

(37.0) If at any time during the performance of this Agreement the Security Company encounters conditions affecting timely provisions of services the Security Company shall immediately and without any delay notify the Customer in writing of the condition, its cause and duration and the possible solution thereto AND as soon as practicable the Customer shall evaluate the conditions and may at its sole discretion waive the Security Company's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.



- (38.0) The Security Services offered by the Security Company in and at the premises of the Customer shall be for Twenty Four (24) hours Seven (7) days a week.
- (39.0) If the Security Company, its Security Officers, Servants and agents shall offer, give, agree to give any inducement, bribe, gift, gratuity or commission or reward to any person for doing or forbearing to do any action in relation to this Agreement such act will in itself summarily terminate this Agreement.
- (40.0) Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail or by telex.
- (41.0) Both parties shall comply with all laws, rules and regulation bearing upon the performance of these obligations under the terms of this agreement.
- (42.0) The Agreement shall be written in English and all correspondence and other documents pertaining thereto that are exchanged by the parties shall be written in similar language.
- (43.0) That the Security Company shall provide the Customer with Security Officers of high integrity and sound morality and that the Customer may overrule the deployment of Security Officer/s whose Integrity and morality are deemed to be questionable in the course of duty in and at the Customer's premises.
- (44.0) That any internal misunderstanding on the part of the Security Company (poor employer-employee relations) shall not filter down to the Customer's organization in terms of poor workmanship, inefficiency, substandard performance or any other related inconveniences arising therefrom.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first herein before written.

I. NAME: _____

SIGN AND SEAL _____

For and on behalf of the CEO, TWWDA

II. In the presence of

NAME: _____

SIGN: _____

DATE: _____

I. NAME _____

SIGN&SEAL: _____



For and on behalf of the Security Company

II. In the presence of witness

NAME _____

SIGN _____

DATE: _____



8.7 PERFORMANCE SECURITY FORM

To
[*name of 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 of goods*] (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 figure*] 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 you 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 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.8 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[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 institutions], 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 there-under 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 in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.9 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.



TWWDA IS ISO 9001:2015 CERTIFIED

9.0 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



9.1 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED.....

