

MOMBASA WATER



MOMBASA WATER SUPPLY AND SANITATION CO. LTD

TENDER DOCUMENT

TENDER NO. MWSS/065/2018-2019

PROVISION OF SECURITY SERVICES

JANUARY 2019

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P.O BOX 1100-80100,
MOMBASA

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SECTION I: INVITATION TO TENDER: TENDER NO. MWSS/065/2018-2019

Mombasa Water Supply & Sanitation Co. Ltd invites sealed bids from eligible candidates for “**PROVISION OF SECURITY SERVICES**” as shown in the table below:

A: Invitation to Tenders				
Ref.	Tender Number	Tender Name	Bid Security	Submission Date
1	MWSS/065/2018-2019	Provision of Security Services	2% of the Tender Sum	14 th February 2019 at 11:00am

Interested and eligible bidders may download the document from the Mombasa Water website www.mombasawater.co.ke or at MOWASSCO Procurement Office Mikindani Street (Off- Nkrumah Road) for detailed descriptions during normal office hours and days (8am-4pm) Monday to Friday.

A complete set of Bidding Documents for Tenders in English language may be purchased by interested Bidders upon payment of a non-refundable fee Kshs1,000 (Kenya Shillings One Thousand Only) or equivalent in freely convertible currency or download the tender documents from the website free of charge and immediately email their names and contact details to: info@mombasawater.co.ke for records and communication of any tender clarifications or addenda.

Completed Tender Documents accompanied by the appropriate Tender security and in plain sealed envelopes, clearly marked “**Tender No. MWSS/065/2018-19: PROVISION OF SECURITY SERVICES**” as more particularly described in the Tender Document should be addressed and delivered to:

**The Managing Director,
Mombasa Water Supply & Sanitation,
Mikindani Street off Nkrumah Road,
P.O Box 1100-80100,
MOMBASA.**

Or be deposited in the Tender box situated at the Managing Director’s Office so as to be received on or before **Thursday, 14th February, 2019 at 11.00am** during working hours on or before as per table above.

Prices quoted should be net inclusive of all taxes and delivery where applicable and must be in Kenya Shillings to remain valid for (90) days from the closing date of the tender. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at MOWASSCO Managing Director’s Boardroom.

MANAGING DIRECTOR

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II. INSTRUCTION TO TENDERS

2.1 Eligible Tenderers

- 2.1.1 This invitation to tender for provision of security Services for a period of one (1) year is open to all tenderers eligible as described in the tender document. 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, board members and their relatives (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, specification and other documents to be used for the procurement of the services under this invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of intelligibility for corrupt and fraudulent practices.

2. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of this 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.

The Tender Document

3. Contents

- 3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
- (i) Invitation for Tenders
 - (ii) General Information
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Assignments to be tendered for
 - (vii) Tender Form and Price Schedules

- (viii) Tender Security Form
- (ix) Contract form
- (x) Performance Security Form
- (xi) Documents Establishing Services Eligibility
- (xii) Confidential Business Questionnaire
- (xiii) Evaluation Criteria

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

4 Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify the procuring entity in writing or by e-mail 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 document, 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.

5 Amendment of Documents

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 document by amendment by issuing addendum.

5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by cable, and such amendment will be binding on them.

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.

PREPARATION OF TENDERS

6. Language of Tender

- 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, 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.

7. Documents Comprising the Tender

- 7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) Tender Form dully filled and signed and a price schedule completed in accordance with paragraph 9, 10 and 11 below.
 - (b) documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 13 that the materials and spares to be used by the tenderer for the services contract conform to the tender documents;
 - (d) tender security furnished in accordance with paragraph 14; and
 - (e) Confidential Business Questionnaire dully filled and signed.

8 Form of Tender

- 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.

9 Tender Prices

- 9.1 The tenderer shall indicate on the Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 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.
- 9.3 Prices quoted by the tenderer shall remain fixed during the Term of the Contract and not subject to variation on any account. A bid submitted with an adjustable

price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

10 Tender Currencies

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

11 Tenderer's Eligibility and Qualifications

- 11.1 Pursuant to paragraph 1 of section C. the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 11.2 The documentary evidence of the tenderer 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.

12 Services Eligibility Conformity to tender Document

- 12.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services and spares which the tenderer proposes to use under the contract and services which the tenderer proposes to supply under the contract.
- 12.2 (a) A list giving full particulars, including the No. of vehicles owned by the bidder for supervision of guards, vehicle Registration Numbers, copies of logbooks and any other equipment the tenderer may have to execute the services if successful in the tender award.
- (a) A detailed list and contact addresses of previous clients supplied with similar security services over the last Five years shall be submitted with the bid.

13 Tender Security

- 13.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the invitation to tender.
- 13.2 The tender security shall be in the amount not exceeding two per cent **(2%)** of the tender price.
- 13.3 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 14.7.

- 13.4 The tender security shall be denominated in Kenya shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee
 - b) Such insurance guarantee approved by the Authority
 - c) An irrevocable letter of credit issued by a reputable bank

The tender security guarantee shall continue for another **thirty (30) days** after the Tender validity period. The guarantee must be on the bank/insurance letter head.

- 13.5 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 22.
- 13.6 Unsuccessful Tenderer's tender 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.
- 13.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.
- 13.8 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

14 Validity of Tenders

- 14.1 Tenders shall remain valid for 90 days or as specified in the tender document after date of tender opening prescribed by the procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the procuring entity as non-responsive.
- 14.2 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 14 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.

15 Format and Signing of Tender

- 15.1 The tenderer shall prepare two copies of the tender, clearly marking each “**ORIGINAL TENDER**”, “**COPY OF TENDER,**” AS appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 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.
- 15.3 The tender shall have not 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.

SECTION C: SUBMISSION OF TENDERS

16 Sealing and Marking of Tenders

- 16.1 The tenderer shall seal the original and 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.
- 16.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity with the following address:
**The Managing Director,
Mombasa Water Supply & Sanitation Co. Ltd,
Mikindani Street off Nkrumah Road,
P.O Box 1100 – 80100,
MOMBASA.**
 - (b) Bear tender number and name “**Tender No. MWSS/065/2018-2019:
PROVISION OF SECURITY SERVICES**” and the words “**DO NOT OPEN
BEFORE 14TH FEBRUARY, 2019 at 11.00am**”
- 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”.
- 16.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

17 Deadline for Submission of Tenders

- 17.1 Tenders must be received by the procuring entity at the address specified under paragraph 17.2 no later than **14th February, 2019 at 11.00am**
- 17.2 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.
- 17.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided in the appendix.

18 Modification and Withdrawal of Tenders

- 18.1 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.
- 18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. 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.
- 18.3 No tender may be modified after the deadline for submission of tenders.
- 18.4 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 14.7.

Opening and Evaluation of Tenders

19 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers or their representatives who may choose to attend, at the Company's Boardroom. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 19.1 The tenderers' names tender modification 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.

19.2 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.

20 Clarification of Tenders

20.1 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.

20.2 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 tenderer's tender.

21 Preliminary Examination and Responsiveness

21.1 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. The tenderer shall be responsible for the correctness of their tenders.

21.1 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

21.2 The procuring entity may waive any minor infirmity or non-conformity 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.

21.3 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 responsive is to be based on the contents of the tender itself without recourse to extrinsic evidence.

21.4 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.

22 Evaluation and Comparison of Tenders

22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.

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

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 23.4 and in the technical specifications:

(a) Operational Plan

(i) 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.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

23 Contacting the Procuring Entity

- 23.1 Subject to paragraph 21, 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.
- 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 tenderer's tender.

AWARD OF CONTRACT

24 Post-qualification

- 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.
- 24.2 The determination will take into account the tenderer 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 12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 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.

25 Award Criteria

- 25.1 Subject to paragraph 10, 23 and 28 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.
- 25.2 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.

26 Procuring entity's Right to Vary quantities

- 26.1 The Procuring entity reserves the right at the time of contract award to vary the contract period of service by plus or minus 20% from the period originally specified in the schedule of requirements without any change in unit price other terms and conditions.

27 Notification of Award

- 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.
- 27.2 The notification of award will not constitute the formation of the Contract until after 14 days subject to the receipt of the tenderer's acceptance and Performance security.
- 27.3 Simultaneously on issuance of the notification of award to 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 their tender security, pursuant to paragraph 14.5.

28 Signing of Contract

- 28.1 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, incorporation all agreements between the parties.
- 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.
- 28.3 The parties to the contract shall have it signed within Thirty (30) days from the date of notification of contract award unless there is an administrative review request.

29 Performance Security

- 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 (10% of the contract sum) 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.

29.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which even the Procuring entity may make the award to the next lowest evaluated candidate or call for new tenders.

30 Corrupt or Fraudulent Practices

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.

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;

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 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

a) Appendix to instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Open to all eligible registered tenderers with registrar of companies
2.2	Prices shall be quoted in Kenya Shillings
2.3	Particulars of eligibility and qualifications documents of evidence required as per evaluation criteria
2.4	Submit a Tender Security of 2% of the tender price valid for 120 days.
2.5	Particulars of post – qualification as per evaluation criteria
2.6	Tender Security shall be in form of the bank guarantee or Such insurance guarantee approved by PPRA
Other's as necessary	Complete as necessary

b) EVALUATION CRITERIA

1	MANDATORY REQUIREMENTS-Bidders MUST meet all the Mandatory requirements to qualify for Technical & Financial Evaluation	Points
a)	Certificate of Registration/Incorporation	Yes/No
b)	Valid Tax Compliance (shall be one issued by the relevant tax authority and valid for the current year-TCC Checker for authenticity)	Yes/No
c)	Dully filled and signed Confidential Business Questionnaire (CBQ)	Yes/No
d)	Valid Single Business Permit	Yes/No
e)	Evidence of membership of the Kenya Security Industry Association (KISIA) or Protective Security Industry Association (PSIA).	Yes/No
f)	Provision of a sworn affidavit providing any litigation or arbitration history or any legal process which may result to legal or financial liability.	Yes/No
g)	Valid National Hospital Insurance Fund (NHIF) Compliance Certificate and proof of remittance	Yes/No
h)	Valid National Social Security Fund (NSSF) Compliance Certificate and proof of remittance	Yes/No
i)	Provide proof of contractual liability cover with a minimum limit per event of KES20,000,000	Yes/No

j)	Evidence of physical address and premises (attach copies of utility bills e.g. electricity/water or lease agreement/Title)	Yes/No
k)	Must submit copies of certified audited accounts for 2015, 2016 and 2017 with a turnover of not less than KE550,000,000 for each of the years	Yes/No
l)	Proof of compliance with prevailing Labour laws-attach letter from the Labour Office and Security Guards payment schedules	Yes/No
m)	Attach valid frequency license (not payment receipts) from Communication Authority of Kenya (CAK)	Yes/No
Due diligence to be done before proceeding to next evaluation stage		
2	TECHNICAL EVALUATION	SCORES
a)	Adequacy of the proposed methodology to handle the assignment	10 marks
b)	Must draw a company profile indicating both educational and professional qualifications and tasks for staff and/or senior management in respective departments and units of the organizational structure.(attach professional certification and Curriculum vitae).	10 marks
c)	Should demonstrate availability of sufficient and reliable tools of trade e.g. number of serviceable Motor vehicles/Cycles, Metal detectors and hand held radio handsets linked to the control room.	10 marks
d)	Must demonstrate a range of reasonable Clientele coverage assignments within and without Mombasa with at least Five active Corporate clients giving contact person for each. Attach five (5) letters of recommendation for provision of security services from other reputable organizations with a value of not less than 2,000,000.00 per month.	20 marks
e)	Must have capacity to respond to distress calls e.g. availability of physical control room manned on a Twenty-Four (24) hour shift by well trained personnel hotline telephone numbers, standby team for rapid response to an emergency incidents/accidents by well-trained crews with serviceable patrol vans. Have an equipped communication network with an updated radio room, established base(where they can be contacted on hotlines, physical visit, email etc). Indicate key contact persons	20 marks
f)	Must demonstrate the process used to hire guards/guardettes(recruitment criteria), training curriculum, Supervision, level of education and integrity proof for the guards/guardettes.	20 marks
g)	Must provide dog services, with readily available kennel and available training programme. Provide vaccination certificate for the dogs.	10 marks
GRAND TOTAL		100 Marks

NB:

- At the Technical evaluation, a bidder must score a minimum of Seventy (70%) per cent to qualify to Financial Evaluation,
- Technical Score will account for Eighty (80) marks and financial score Twenty (20) marks respectively.

Selecting the Best Bidder

As the lowest financial offer is allocated the maximum price score according to the indicated weighting, the highest technical score should also receive the maximum technical weighting. The technical score of each offer should be calculated according to the formula:

$TW * \text{marks achieved}$

Highest mark

Where TW = technical weighting

The price score of each offer should then be calculated according to the formula:

$PW * \text{lowest price}$

Tenderer's price

Where PW = price weighting

The best bidder is the one that scores the highest in the summation of the Technical weighting score the financial weighting score..

SECTION III – General Conditions of Contract

1. Definitions

1.1. In the 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 tenderer including tools and equipment 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. The Procuring entity means *Mombasa Water Supply & Sanitation Co. Ltd of Post Office Box 1100-80100 Mombasa, Mikindani Street off Nkrumah Road* and includes the Procuring entity’s legal representatives, successors of assignees. This name will be used interchangeable with the name “Procuring entity”.
- (e) “**The Tenderer**” means the individual or firm providing the services under this contract.

2 Application

2.1 These General Conditions shall apply in all Contracts made by the procuring entity for the procurement of services.

3 Standards

3.1 The services provided under this Contract shall inform to the standards mentioned in the Technical Specifications.

4 Use of Contract Documents and Information

4.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof 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.

- 4.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 4.3 Any document, other than the Contract itself enumerated in paragraph 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.

5 Patent Rights

- 5.1 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 (Refer to special conditions of contract clause 1).
- 5.2 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.
- 5.3 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 an on demand bank guarantee issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 5.4 The performance security will be discharged by the Procuring entity and returned to the Tenderers 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.

6 Inspection and Tests

- 6.1 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.
- 6.2 The inspection 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 drawings and production data, shall be furnished to the inspection at no charge to the Procuring entity.
- 6.3 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.

- 6.4 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

7 Payment

- 7.1 The method and conditions of payment to be made to the tenderer under this contract shall be specified in special conditions of contract (refer to special conditions of contract clause 2)

- 8.2 Payments shall be made promptly by the procuring entity as specified in the Contract.

8 Prices

- 9.1 Prices charged by the tenderer for services performed under the contract shall not, with the exception of any price adjustments authorized in special conditions of Contract, vary from the prices by the tenderer in its tender.

9 Assignment

- 9.1 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.

- 9.2 The tenderer shall secure ALL Mombasa Water property, staff and their personal effects.

13. Termination for Default

- 13.1 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 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 judgement of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- 13.2 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.

14 Liquidated Damages

- 14.1 If the tender fails to provide any or all of the services within the period(s) specified in the Contract, the Procuring entity shall, without prejudice to its other remedies under the Contract, deduct from the contract prices liquidated damages of a sum equivalent to 0.5% of the price of the value of the unperformed services up to a maximum deduction of 10% (or as stated under special conditions) of the unperformed services. (Refer to special conditions of contract clause 4).

After this the Procuring entity may consider termination of the contract.

15 Resolution of disputes

- 15.1 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.
- 15.2 If, the thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute the provisions of the Arbitration Act of the Laws of Kenya shall apply.

16 Language and Law

- 16.1 The language of the Contract and the Law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

17 Force Majeure

- 17.1 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 other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV. SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC) whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Amendments to Section D General Conditions of Contract (GCC)

SCC No.	GCC No	Clause Description
1	1.7	Performance Security The performance Security shall be in the format given in the tender document comprising 10% of the contract sum and shall be valid for 30 days after expiry of the contract. Note: bank Drafts and Insurance Bonds are not acceptable.
2	9.1	Payment In consideration of the services to be rendered by the Tenderer under this agreement the procuring entity shall pay the tenderer such fees and charges as specified in the agreement.
3	9.2	Terms of Payment The Procuring entity shall pay the tenderer the contract price on monthly basis between (45-60) days after receipts of the invoices from the tenderer.
4	(a)	Insurance The Tenderer shall insure his Security Officers, dogs and any other equipment engaged in the performance of the contract against injury or damage, sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act, neglect or default of Mombasa Water Supply & Sanitation Co. Ltd it servants or agents. The tenderer will indemnify Mombasa Water against all actions, claim and demands in respect of such injury and,
	(b)	The Tenderer shall if required by procuring entity to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

SECTION V: SCHEDULE OF REQUIREMENTS

1. Carry out free of charge Security Survey and submit a written report to Mombasa Water Supply & Sanitation Company Limited to accompany the Bid Document for Evaluation.
2. Equipped Communication network with an updated radio room, established base (where they can be contacted in hot-lines, physical visit, email etc.
3. Training proof and criteria recruitment and training of their guards/guardettes, clear and an up to date list of their Clientele base.
4. Administrative ability to manage guard force indicating their recruitment, vetting procedures, staff development and training procedures.
5. Demonstrate capacity to deliver such services in terms of the number of fleet owned both Motor vehicles and motor cycles as key tools of trade.
6. Ability to provide alarm back-up services with clear demonstration on how to deal with emergency incidents and subsequent investigative/ administrative action after the incident.

The following shall be provided by the awarded firm: -

- a. Peak Caps/Berets
- b. Whistles and Lanyards
- c. Torches and batteries
- d. Serviceable military boots Bows and arrows (where applicable)
- e. Other security equipment like electronic metal detectors, Chemical Mace, etc must be provided especially on our major installations like Changamwe Reservoirs, Kipevu Waste Water Treatment Plant, and Head office .
- f. Rain Coats
- g. Sweaters
- h. Clean, presentable uniforms (shirts & trousers for men and blouses and skirts/ or trousers for ladies).
- i. Clubs
- j. Identification badges
- k. Communication equipment
- l. Umbrellas and any other protective gear
- m. Provision of communication equipment at the assignment area and all patrol vehicles must be fitted with two-way radio communications.
- n. Insurance cover to the security officers and dogs engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties and;
- o. Sign plates indicating that the premises are being guarded by the security company and that guard dogs in use shall be utilized appropriately.

3 Provision and Standard of Security

A high Standard of Security performance in the execution of the tenderer's duty is expected. Poor performance and substandard quality of work will be grounds for termination. Past performance will be looked into during evaluation. In addition, drunkardness and lateness won't be tolerated.

7. Claims

Notice of all claims by procuring Entity in respect of any loss, damage or injury or consequential or indirect loss shall be given in writing to the tenderer giving details of such loss, damage or injury of consequential or indirect loss within fourteen (14) days after the discovery of such damage, loss or injury.

DEPLOYMENT OF GUARDS AND DOGS FOR MOMBASA WATER

LOCATION	DAY GUARDS	NIGHT GUARDS	DOGS	DOG HANDLERS
Head Office	5	4	-	-
Birikani	4	6	2	2
Mikindani	1	2	-	-
Miritini 'A'	1	2	1	1
Miritini 'B'	1	2	1	1
Port-Reitz 'A'	1	2	-	-
Port-Reitz 'B'	1	2	-	-
West-Mainland (Scope)	1	2	1	1
Kipevu Treatment Plant	3	4	2	2
Likoni Business Unit	1	2	-	-
Pump 1 'Fort Jesus'	1	1	-	-
Pump 2 'Old Town'	1	1	-	-
Pump 3 ' Papa Road'	1	1	-	-
Pump 4 'Kilifi'	1	1	-	-
Nyali Business Unit	1	2	1	1
Kisauni Business Unit	1	2	1	1
TOTAL	25	36	9	9

Total Guards (Day + Night) = 61

Total Dogs = 9

Total Dog Handlers =9

Grand Total for Areas = 70 Guards and 9 dog

UNIT PRICES PER MONTH INCLUSIVE OF VAT IN KSHS

Depots	Assignment "ALFA"	Day guards	Night Guards	Dog & Handler	Super-visor	Tick Appropriate	U/Price	Total Cost
1	Revenue Entrance							
2	Revenue Block							
3	Gate "A" Mikindani Street							
4	Gate "C"							
6	Fort Jesus Pump I							
7	Old Town Pump II							
8	Papa Road Pump III							
9	"Kilifi" Pump IV							
10	Kipevu Sewerage Plant							
11	Port-reitz P/station A							
12	Port-reitz P/station B							
12	Miritini P/Station A							
13	Miritini P/Station B							
14	Mikindani station							
15	W/Mainland Office (Scope)							
16	Birikani Reservoir							
17	Kisauni Business Unit							
18	Nyali Business Unit							
19	Likoni Business Unit							
TOTAL								

Dated this _____ day of _____ 20_____

(Signature & Stamp)

(In the capacity of)

Duly authorized to sign tender for and on behalf of _____

DURATION:

The contract shall run for a period of Twelve (12) months with a possibility of renewal for a similar period on mutual agreement by the two parties and subject to satisfactory performance by the supplier.

The contract shall be terminated by either party or if the other party is in breach of terms of this contract herein provided after giving Thirty (30) days notice in writing to that effect.

SECTION VI: STANDARD FORMS

A. FORM OF TENDER

Date: _____

Tender No: _____

To: *Mombasa Water Supply & Sanitation Co. Ltd,*
P. O Box 1100-80100,
MOMBASA.

Gentlemen and/or ladies:

1. Having examined the tender documents including Addenda No.....

..... (Insert numbers)
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **PROVIDE SECURITY SERVICES** in conformity with the said tender documents for the sum of
(Total tender amount in words and figures)
Or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
8. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to Ten (10%) percent (or as stated in the tender document) of the Contract Price for the due performance of the Contract, in the form prescribed by Mombasa Water.
9. We agree to abide by this Tender for a period of Ninety (90) days from the date fixed for tender opening of the Instructions to tenderers and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
10. 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.
11. 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 and on behalf of _____

B: TENDER SECURITY FORM
(On Bank's Letterhead)

Whereas (Name of the tenderer)
(Hereinafter called "the Tenderer") has submitted its tender dated (Date
of submission of tender) for the supply of..... (Tender No.....)
(Hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we
of.....having our registered office at Mikindani Street
off Nkrumah road (Hereinafter called "the Procuring Entity") in the sum of
.....itself, its successors, and assigns by these presents. Sealed with the
common seal of the said Bank of this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its tender during the period of tender validity specified by the tenderer on the tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers:

we undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and shall expire on.....Any demand in respect thereof should reach the Bank not later than the above expiry date.

(Signature of the bank)

C: CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____
Between the, the Republic of Kenya (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 Mombasa Water Supply & Sanitation Co Ltd , the Procuring entity
invited tenders for certain services, Viz, (Description of Services) (Tender
No.....) and has accepted a tender by the tenderer for the supply of those
goods in the sum of (Contract price in words and figures) (herein
after called “the Contract Price”).

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 goods and to remedy defects therein 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 goods 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 where of the parties here to have caused this agreement to be executed in
accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the
Presence of _____

D: PERFORMANCE SECURITY FORM
(On Bank's Letter head)

To: *Mombasa Water Supply & Sanitation Co. Ltd,*
P.O. Box 1100-80100,
MOMBASA.

WHEREAS(name of tenderer) (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No..... dated _____20_____to supply.....(Description of Goods/Services)..... (herein after called "the Contract").

AND WHEREAS it has been stipulated bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS as 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 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 ground 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)

E: CONFIDENTIAL BUSINESS QUESTIONNAIRE (CBQ)

You are requested to give the particulars indicated in part 1 and either Part 2 (a) 2 (b) or 2 (c) whichever applies 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
E-mail AddressFax No
Postal AddressTel. No

Nature of business
Current Trade License No
Maximum value of business which you can handle at any one time:
Kshs
Name of your Bankers
Branch

Part 2 (a) - Sole Proprietor

Your name in fullAge

NationalityCountry of Origin

Citizenship details

Part 2 (b) Partnership

Give details of partners as follows:

	Name	Nationality	Citizenship
Details			

Shares:

1.
.....

2.
.....

3.
.....

Part 2 (C) Registered Company

Private or Public

State the nominal and issued capital of company –

Nominal Kshs

Issued Kshs

Give details of all directors as follows:-

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.

2.

3.

4.

Give details of all major shareholders (10% holding) as follows:

Shares	Name	Nationality	Citizenship
--------	------	-------------	-------------

1.

2.

3.

4.

5.

6.

7.

8.

	10.
Date: Signature of Candidate:	