



**LAKE VICTORIA SOUTH WATER WORKS
DEVELOPMENT AGENCY**

**TENDER DOCUMENT
FOR**

**PROVISION OF SECURITY SERVICES
TENDER NO. LVSWWDA/T/24/2020 - 21**

FEBRUARY 2021

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SECTION I – INVITATION TO TENDER

Date: 18th February 2021

Tender Ref No. LVSWWDA/T/24/2020-21

Tender Name: Provision of Security Services

- 1.1 The Lake Victoria South Water Works Development Agency (LVSWWDA) invites sealed tenders from eligible tenderers for the provision of Security Services.
- 1.2 Interested eligible Tenderers may obtain further information from or inspect/collect the Tender Documents at the offices of the Procurement Manager from 8.00am to 5.00pm on Mondays to Fridays except on weekends and public holidays.
- 1.3 Tender documents may be obtained by interested tenderers upon payment of a non-refundable fee of *Kshs.1, 000.00 (Kenya Shillings: One Thousand Only)*. The method of payment will be cash deposit to KCB Kisumu account no.1104034395 or bankers cheque from a reputable bank in Kenya.
- 1.4 The bidding documents will be collected from the address above upon production of a purchase receipt. Bidders may also view and download the tender document from LVSWWDA website (www.lvswwda.go.ke) and Government tenders portal www.tender.go.ke free of charge.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided on the first floor or be addressed and posted to the address below,

**Chief Executive Officer,
Lake Victoria South Water Works Development Agency,
Lavictor's House,
Off Ring Road, Milimani,
P.O. Box 3325,
KISUMU**

so as to be received on or before Friday **26th February, 2021 at 2.00pm**

- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Boardroom Wing B, Lavictor's House.

CHIEF EXECUTIVE OFFICER

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 Lake Victoria South Water Works Development Agency committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and sub tenderers) 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 LAKE Victoria South Water Works Development Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.3 Contents of tender documents

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

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

2.4 Clarification of Documents

- 2.4.1. A prospective tenderer making inquiries of the tender document may notify the Lake Victoria South Water Works Development Agency Services in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Lake Victoria South Water Works Development Agency 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 Lake Victoria South Water Works Development Agency. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”
- 2.4.2. Lake Victoria South Water Works Development Agency 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, Lake Victoria South Water Works Development Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, 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 Lake Victoria South Water Works Development Agency, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the

tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties.

A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the Lake Victoria South Water Works Development Agency within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Lake Victoria South Water Works Development Agency's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Lake Victoria South Water Works Development Agency against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Lake Victoria South Water Works Development Agency as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's 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 prescribed by the Lake Victoria South Water Works Development Agency.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the Lake Victoria South Water Works Development Agency 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 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Lake Victoria South Water Works Development Agency,

pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Lake Victoria South Water Works Development Agency as nonresponsive.

- 2.13.2 In exceptional circumstances, the Lake Victoria South Water Works Development Agency may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

(a) Be addressed to the Lake Victoria South Water Works Development Agency at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE,"

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

- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Lake Victoria South Water Works Development Agency will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 1 2.16.1 Tenders must be received by the Lake Victoria South Water Works Development Agency at the address specified under paragraph 2.15.2 no later than **Friday 26th February, 2021 at 2.00pm**

2.16.2 The Lake Victoria South Water Works development Agency 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 Lake Victoria South Water Works Development Agency and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Lake Victoria South Water Works Development Agency as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the Lake Victoria South Water Works Development Agency prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The Lake Victoria South Water Works Services Board may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Lake Victoria South Water Works Development Agency shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

3 2.18.1 The Lake Victoria South Water Works Development Agency will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 26th February 2021 at 2.00pm**

4 and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Lake Victoria South Water Works Development Agency, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Lake Victoria South Water Works development Agency will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Lake Victoria South Water Works Development Agency may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Lake Victoria South Water Works Development Agency's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Lake Victoria South Water Works Development Agency will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.20.3 The Lake Victoria South Water Works development Agency may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Lake Victoria South Water Works Development Agency 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 Lake Victoria South Water Works Development Agency 's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Lake Victoria South Water Works development Agency and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the Lake Victoria South Water Works Development Agency will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The Lake Victoria South Water Works Development Agency will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 The Lake Victoria South Water Works Development Agency 's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

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

(a) *Operational Plan.*

The Lake Victoria South Water Works development Agency requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender offering to perform longer than the Lake Victoria South Water Works development Agency '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 Lake Victoria South Water Works development Agency may consider the alternative payment schedule offered by the selected tenderer.

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. Contacting the Lake Victoria South Water Works Development Agency

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Lake Victoria South Water Works Development Agency on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Lake Victoria South Water Services Works Development Agency in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Lake Victoria South Water Works Development Agency will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Lake Victoria South Water Works Development Agency will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The Lake Victoria South Water Works Development Agency 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 Lake Victoria South Water Works Development Agency's action. If the Lake Victoria South Water Works Development Agency determines that none of the tenderers is responsive; the Lake Victoria South Water Works Development Agency shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Lake Victoria South Water Works Development Agency will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Lake Victoria South Water Works Development Agency pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Lake Victoria South Water Works Development Agency will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 **Signing of Contract**

2.26.1 At the same time as the Lake Victoria South Water Works Development Agency notifies the successful tenderer that its tender has been accepted, the Lake Victoria South Water Works Development Agency will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Lake Victoria South Water Works Development Agency.

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

2.27 **Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the LAKE Victoria South Water Works Development Agency may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

2.28.1 The Lake Victoria South Water Works Development Agency requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Lake Victoria South Water Works Development Agency will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to instructions to tenderers

The following information for procurement of security services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Open to all who meet the required specifications
2.10	Prices shall be quoted in Kenya Shillings
2.12.2	The bid Security shall be Ksh. 100,000
2.15.1 (b)	Friday 26th February 2021 at 2.00pm
2.16	As indicated in 2,15.2 (b)
2.18.1	As indicated in 2,15.2 (b)

SECTION III- GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Lake Victoria South Water Works Development Agency 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 materials and incidentals which the tenderer is required to provide to the Lake Victoria South Water Works Development Agency under the Contract.
- d) “The Lake Victoria South Water Works Development Agency” means the organization sourcing for the services under this Contract.
- e) “The tenderer means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

The tenderer shall indemnify the Lake Victoria South Water Works Development Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Lake Victoria South Water Works Development Agency the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Lake Victoria South Water Works Development Agency as compensation for any loss resulting from the Tenderer’s

failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Lake Victoria South Water Works Development Agency and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Lake Victoria South Water Works Development Agency and returned to the tenderer not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subtenderer(s). If conducted on the premises of the tenderer or its subtenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Lake Victoria South Water Works Development Agency.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Lake Victoria South Water Works Development Agency 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 Lake Victoria South Water Works Development Agency.

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Lake Victoria South Water Works Development Agency 's prior written consent.

3.10 Termination for Default

The Lake Victoria South Water Works Development Agency 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 Lake Victoria South Water Works Development Agency .
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Lake Victoria South Water Works Development Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Lake Victoria South Water Works Development Agency 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 LAKE Victoria South Water Works Development Agency for any excess costs for such similar services.

3.12 Termination of insolvency

The Lake Victoria South Water Works Development Agency may at the anytime terminate the contract by giving written notice to the tenderer if the tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the tenderer, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Lake Victoria South Water Works Development Agency.

3.13 Termination for convenience

- 3.13.1 The Lake Victoria South Water Works Development Agency by written notice sent to the tenderer may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Lake Victoria South Water

Works Development Agency convenience, the extent to which performance of the tenderer of the contract is terminated and the date on which such termination becomes effective.

- 3.13.2 For the remaining part of the contract after termination the Lake Victoria South Water Works Development Agency may elect to cancel the services and pay to the tenderer on agreed amount for partially completed services.

3.14 Resolution of disputes

The Lake Victoria South Water Works Development Agency 's and the tenderer shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Force Majeure

The 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.

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6 Performance Security	Performance security will be 10% of the contract value
3.7 Delivery of Services	For a period of two (2) years, subject to satisfactory performance in the First year and mutual agreement between the Parties.
3.8 Payment	Payment shall be based on satisfactory performance and submission of monthly invoices
3.17 Applicable law	Resolution of disputes will be based on the Kenyan Law
3.18 Notices	The address of LVSWWDA will be as specified in page 3 while that of the tenderer will be as provided in the form of tender.

SECTION V – SCHEDULE OF REQUIREMENTS

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time
As per description of services	As per description of services	As per description of services	Duration of the contract: One-year renewable: subject to satisfactory performance and mutual agreement. between LVSWWDA and the service provider. 1st April 2021, to 30th March, 2022

SECTION VI – DESCRIPTION/SCOPE OF SECURITY SERVICES

The Service Provider is required to provide security services to the personnel, assets and the entire premises of the Lake Victoria South Water Works Development Agency (LVSWWDA) located at Lavictors House, Milimani, off Ring Road, Kisumu except the Laboratory occupied by WARA.

GUARD SERVICES

- (a) The Tenderer shall be able to provide 24 hours' services. The guards will be able to work for a maximum of 12 hours.
- (b) The guards shall be uniformed and wear appropriate identification badges.
- (c) The guards shall be properly trained and licensed in accordance with the relevant body authorizing it to perform security services.
- (d) Security personnel shall be subject to rotation as need arises from time to time.
- (e) Form four leavers and above who are able to express themselves in English and Swahili aged between 21 and 45 years old.
- (f) Proper conduct of the security staff while on duty e.g. non-disclosure of privileged information.

EMERGENCY/SECURITY GUARDS

The tenderer shall assign the guards with the following basic training:

- Emergency procedures
- Responding to intruders, other security risks
- Responding to intruders, other security risks, fires, flooding and other threats to damage or loss of property and persons.
- First aid
- Fire safety
- Evacuation procedures
- Basic reporting and record keeping

The guards shall also be required to perform the following tasks:

- Control access to the premises

- Provide an immediate response to fire and safety alerts
- Control crowds, provide direction and accept packages at the reception areas of LVSWWDA

JOB REQUIREMENTS

The security service shall include control of entries and exits, and Identity card check of the incoming people other than the staff working at the building and securing peace of the inhabitants at the building and overall security of the building with its entire premises. Description of the premises and responsibilities of the security officers is as follows:

- Reception Duty: Assisting visitors upon their arrival at the building in an effective, kind and professional manner and registering their names and directing them to the relevant departments. Knowledge of English language is essential.
- Security officers will ensure that all persons removing equipment from the LVSWWDA premises present the equipment and valid document in which this action is duly authorized with signature.
- Any and all visitors coming to the building and wishing to pay a visit shall, irrespective of their identity, be visually searched thoroughly without letting him/her notice it, as if he/she were a suspect.
- Security officers shall immediately get acquainted with the staff working at the building and other people shall be regarded as customers and visitors.
- Security officers shall not be overly familiar, and act in an informal way with the staff, customers and visitors for any reason whatsoever.
- Security officers shall in no case allow entry into the premises such persons as salesmen, beggars, peddlers, etc.

THE TENDERERS RESPONSIBILITY

The security guards shall always establish coordination with, and receive work-related instructions, if any, from their supervisor who shall coordinate with the LVSWWDA Administration Officer.

Personnel:

- The tenderer shall be fully responsible for all work and services performed by its security guards, and shall for this purpose employ qualified, competent and well-trained guards to perform the services under the Contract.

b) The tenderer shall take all reasonable measures to ensure that their personnel conform to the highest standards of moral and ethical conduct. LVSWWDA may, at any time, request in writing the withdrawal or replacement of any personnel of the Tenderer assigned to perform work or services under this Contract. The Tenderer shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by LVSWWDA for withdrawal or replacement of the Tenderer's personnel shall not be deemed a termination of this Contract.

c) LVSWWDA shall not be liable for any action, omission, negligence or misconduct of the Tenderer's employees, agents, servants, or sub tenderers nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Tenderer's employees, agents, servants, or sub tenderers performing work or services in connection with this Contract.

- While patrolling, check all designated gates, doors and windows and if found unlocked or open notify the shift supervisor and close and lock gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
- Any interference to the perimeter protection of the premises is identified as soon as possible and reported to the relevant authorities.
- Shall deter commission of assault, batteries, robberies, rapes and other violent crimes by deploying well trained and alert security guards in LVSWWDA premises.
- All visitors and customers to LVSWWDA's premises are courteously received, assisted and directed in a manner, which will reflect to the Tenderers credit and LVSWWDA's good image.

d) They are to detain any person who is committing or with reasonable cause is suspected to be in act of committing a cognizable offence.

e) They are to prevent the occurrence of fires, explosions and other catastrophes by close observation of buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities. Other responsibilities would be: -

- Detect fire and take the right action.
- Alert these sectional staff particularly the supervisor of the danger at hand.
- Clear any obstruction to the firefighting equipment.
- Ensure fire-fighting appliances e.g. fire pumps are functional.
- Correctly use the right firefighting equipment to extinguish the fire.
- Raise the fire alarm to initiate an emergency response
- Participate in periodic fire drills.

f) They are expected to pay attention to all water, steam, gas and electrical installation to detect leakage or spillage, break down and wastage and to take any immediate action necessary in the interest of safety and security.

g) They are to ensure the firefighting equipment remain in the designated locations and are not interfered with.

h) Record all vehicles visiting the premises to collect or deliver materials as required and their Vehicles to ensure that no LVSWWDA's property is taken from the premises without relevant authority or entry of suspicious equipment and materials.

- i) Implement the Tenderer's right to search of employees, visitors and tenants and their vehicles to ensure that no LVSWWDA's property is taken from the premises without the relevant authority or entry to suspicious equipment and materials.
- j) Require the production of authorizations on the removal of the LVSWWDA's property and deal with them in accordance with their practice.
- k) Accept all personal effects found on site and maintain a register of lost and found property containing all relevant detail such as time, place etc as required.
- l) Record occurrences of security interest in a daily occurrence/log book for the information of the security staff, management and other persons concerned.
- m) Shall control personnel and vehicles entry to and from various authorized entrances at LVSWWDA's premises and ensure no unauthorized persons or vehicles gain access to the premises.
 - This will include enforcement of badge/pass system to identify and control all LVSWWDA's employees,visitors and Tenderer's to the guarded premises.
 - Regulate vehicle movement, parking of vehicles and storage of motor cycles and bicycles whilst on LVSWWDA's property.
 - Regulate human traffic in all LVSWWDA's station offices and ensure that large numbers of customers are accessed to the offices in an orderly manner without delay.
- j) Guard LVSWWDA's premises against terrorism: -
 - Conduct thorough access controls into the LVSWWDA's premises, screen/search personnel and vehicles using hand held metal detectors and under search mirrors.
 - Detect, report or deal with suspicious characters, dangerous equipment and materials.
 - Enforce relevant measures on guard against terrorism.

LIABILITY CONTRACT

The Tenderer (s) shall be responsible for any want of proper care on its part in the selection/employment of employees put on and incharge of offering security and safety services to the LVSWWDA.

- The Tenderer(s) shall be responsible to the LVSWWDA in the circumstances of any intentional wrongful act committed by the Tenderer's Employees(s).
- The Tenderer shall be liable for any loss suffered by the LVSWWDA caused by negligence of the Tenderer or the Tenderer's employees whilst in action within the course of their employment.
- The Tenderer(s) shall state willingness to take responsibility for such and also to take up a liability Insurance cover for the loss. Such insurance cover should be placed with Insurance Company acceptable to the LVSWWDA.

INDEMNITY

The Tenderer(s) shall indemnify and keep indemnified, the LVSWWDA, its servants and agents against loss of or damage to property or bodily injury sustained by its servants or agents or any of them by reason of any act, omission or neglect of Tenderer, its servants or agents whilst Performing their duties under this Agreement AND against the dishonesty of its Security Officers whilst performing their duties hereunder AND THIS shall include any loss, damage, injury or any consequential or indirect loss sustained by the LVSWWDA, its servants or agents or third party Lawfully in the premises by reason of any act or omission or neglect of the Security company its servants or agents.

SIGN PLATES

The Tenderer(s) shall at its own cost subject to the prior approval thereof provide sign plates indicating that the premises are being guarded by the Tenderer and the guard dogs are in use there at.

VETTING

; The successful tenderer(s) should have thorough knowledge of guards ‘background And must provide:

- Certificates of good conduct before the guards are posted.
- Curriculum Vitae before engagement of the guards

UNIFORM

Tenderer(s) should provide adequate and sufficient protective clothing (uniform), head gear and foot wear to all guards in the LVSWWDA’s premises. Uniform must be of specified colour and should always be clean and in good state of repair to commensurate the LVSWWDA’s image.

EVALUATION CRITERIA

Preliminary Evaluation

- Completed and signed Form of Tender
- Duly Completed Confidential Business Questionnaire
- Evidence of three (3) previous contracts of guard provision to a company of similar size in the last 10 years.
- Audited financial statements for the most recent three (3) years
- Tax Compliance Certificate
- Certificate of Registration/Incorporation
- Evidence of physical address- Provide Copy of title/ lease agreement & Copy of Local business permit
- Demonstrate evidence of capability to monitor CCTV installations, provide at least two letters of recommendation for monitoring CCTV installations.
- Sequential pagination of the entire document.

DETAILED EVALUATION CRITERIA

No.	Description of Criteria	Requirement	Maximum Score(marks)
1.	How well the bidders documentation is presented		2

	a. Table of contents mapped to bid document – (1Mark) b. Bid document paginated and referenced by separators – (1Mark)	Well-presented bid documents and easy to reference on the required supporting evidence	
2.	Number of years that the firm has been providing security services. Tenderers work experience 0- 2 years (1 mark) 2-3 years (2 marks) 3 years and above (3 marks)	Certificate of incorporation/ Registration	3
3.	Professional Indemnity Insurance cover of at least Kenya Shillings 5,000,000 from a reputable Insurance Underwriter registered by the Insurance Regulatory Authority.(20 marks)	Insurance Certificate/ Policy document	20
4.	Work Injury Benefit Act(WIBA) cover for all Security staff to be deployed in the LVSWWDA premises.	Insurance Certificate/ Policy document	12
5.	Back Up Alarm System	Documentary evidence of functional alarm system (Recommendation letters from at least 2no. current clients).	6
6.	Avail at least Three (3) recommendation letters from your current or previous Clients with work of equivalent nature and volume in the last 2 years. (2 marks each).	Letters should have the following details:- signed, stamped, physical location, postal address, phone numbers, LVSWWDAs contacts name, Duration of contract	6
7.	Own company (Tenderer) Security Policy including emergency or contingency measures during service delivery <ul style="list-style-type: none"> ▪ Security handling procedure (3 marks) ▪ Emergency handling procedures and emergency preparedness. (3 marks) ▪ Safety measures at work place (1 mark) ▪ Emergency call Centre (2 mark) 	Copy of signed and stamped Security policy	9
8.	Motor Vehicle, Equipment and consumables proposed for this contract. List of Motor Vehicles, equipment, tools related to the services offered (in case of quick response during an emergency) (10)		16

	List of Personal protective equipment. (6 marks) - Uniform clothes - Protective shoes -Gloves, Dust and ear masks Head gear - Any other (state)	Attach copies of Motor Vehicle Log Books, Invoices and Receipts of payment for some of the equipment which are already in use consumables, machines, tools, equipment and personal protective equipment	
9.	Competency of Supervisors Supervisor Relevant courses related to Security and Management attended; Degree- 10 Diploma-7 Certificate-4	Attach certified copies of certificates and CVs of the proposed supervisors and managers for the contract.	10
10.	Guards (16no.) Form Four Certificate, Certificate of Good Conduct and any other Security training certificate for each Guard.	Attach certified copies of certificates	16
	TOTAL MARKS		100

This will be verified by the LVSWWDA staff for the successful bidder.

Any tenderer who does not meet the minimum qualifying score of 70% will not be eligible for financial evaluation.

AWARD

The tender will be awarded to the lowest evaluated bidder.

LVSWWDA Reserves the Right to Authenticate All the Documents and Information submitted by all the bidders. Any falsification shall lead to automatic disqualification

SECTION VII - PRICE SCHEDULE OF SERVICES

S/NO.	DESCRIPTION	UNIT	QUANTITY	RATE (KSH.)	TOTAL(KSH.)
1.	Security guards.	No	16		
2.	Supervisors	No	2		
3.	Provide backup system (Alarm)	No	1		
	GRAND TOTAL				

Signature of tenderer _____

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

SECTION VIII - STANDARD FORMS

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

Lake Victoria South Water Works Development Agency

Gentlemen and/or Ladies:

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

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

CONTRACT FORM

THIS AGREEMENT made the ___ day of _____ 20___ between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called “the Lake Victoria South Water Works Development Agency ”) of the one part and [Name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the Lake Victoria South Water Works Development Agency invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Lake Victoria South Water Works Development Agency ’s Notification of Award.
3. In consideration of the payments to be made by the Lake Victoria South Water Works Development Agency to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Lake Victoria South Water Works Development Agency to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Lake Victoria South Water Works Development Agency hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Lake Victoria South Water Works Development Agency)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

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

Name of your bankers.....

Branch.....

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

	Name	Nationality	Citizenship details	Shares
	1. 2. 3. 4.			
	Date.....Signature of Tenderer.....			

TENDER SECURING DECLARATION FORM

[The bidder shall compete in this Form in accordance with the instruction indicated]

Date:of Bid Submission Tender No.....

To: **Lake Victoria South Water Works Development Agency**

We, the undersigned, declare that:

- 1. We understand that, according to your conditions, bids must be supported by Bid-Securing Declaration.
- 2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time[12 months] starting on [insert date of signing this form]if we are in breach of our obligation(s) under the bid conditions, because we-
 - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) Fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance the ITT.
- 3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (i) Our receipt of a copy of your notification of the name of the successful Bidder, or
 - (ii) Thirty days after the expiration of our tender
- 4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent

Signed: in the capacity of

Name:

Duly authorized to sign the bid for and on behalf of: (insert complete name of Bidder)

Date on..... day of.....(insert date of signing)

TENDER SECURITY FORM

Whereas [Name of the tenderer]

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

[Name and/or description of the services]

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

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

Of.....having registered office at

[Name of Lake Victoria South Water Works Development Agency](Hereinafter called “the Bank”) are bound unto.....

[Name of Lake Victoria South Water Works Development Agency](Hereinafter called “the LAKE Victoria South Water Works Development Agency ”) in the sum of

for which payment well and truly to be made to the said LAKE Victoria South Water Works Development Agency , the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the LAKE Victoria South Water Works Development Agency 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 Lake Victoria South Water Works Development Agency up to the above amount upon receipt of its first written demand, without the Lake Victoria South Water Works Development Agency having to substantiate its demand, provided that in its demand the Lake Victoria South Water Works Development Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Lake Victoria South Water Works Development Agency]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20_____ to

supply.....

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

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

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

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

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

This guarantee is valid until the _____ day of
20_____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Lake Victoria South Water Works Development Agency a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We,the

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Lake Victoria South Water Works
Development Agency

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Lake Victoria South Water Works Development Agency*)

Request for review of the decision of the..... (*Name of the Lake Victoria South Water Works Development Agency*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- etc.

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

- 1.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary