

MOMBASA WATER SUPPLY AND SANITATION CO. LTD

TENDER DOCUMENT

TENDER NO. MWSS/082/2015-2016B

PROVISION OF SECURITY SERVICES

NOVEMBER, 2015

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MIKINDANI ST. OFF NKRUMAH RD
P.O BOX 1100-80100,
MOMBASA

Section 1

1. Tender Notice

TENDER FOR PROVISION OF SECURITY SERVICES

Mombasa Water Supply & Sanitation Co Ltd invites sealed tenders for the PROVISION OF SECURITY SERVICES

Tender document detailing the requirements may be obtained from the Supplies Mombasa Water Mikindani Street off Nkrumah Road on normal working days from Monday to Friday upon payment of a non-refundable fee of Ksh 1,000.00 in cash or bankers cheque payable to Mombasa Water Supply & Sanitation Company Limited..

Completed Tender Documents accompanied by the appropriate Tender security and in plain sealed envelopes, clearly marked Tender NO. **MWSS/082/2015-16B** for **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 deposited in the Tender box situated at the Managing Director's Office so as to be received on or before 11.00am Tuesday 17th November 2015

Save for when responding to Mombasa Water Supply & Sanitation Company Limited request for a clarification bidders shall not contact or discuss any aspect of their tenders with Mombasa Water officials after the tender closing date and before receipt of notification of award of tenders or letters of regret as applicable. Any such contact shall lead to disqualification of the tenderer.

Tenders will be opened on the same day shortly after 11.00 a.m at the Company's Board Room and tenderers or their representatives who wish to witness the opening are welcome to do so. Mombasa Water Supply & Sanitation Company Limited is not bound to accept the lowest tenderer or give reasons for its decision.

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SECTION I: INVITATION TO TENDER

TENDER REF. NO: MWSS/082/2015-16B

TENDER NAME: Provision of Security, Guarding and Crowd Control Services

- 1.1** Mombasa Water Ltd invites sealed tenders from eligible candidates for provision of security and guard and services.
- 1.2** Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the Procurement Manager Mombasa water located at the Headquarter offices Mikindani Street, during normal working hours.
- 1.3** A set of tender documents may be downloaded by interested candidates from the company"s website or the national treasury's e-procurement government portal (IFMIS)FREE OF CHARGE. Hard copy may be obtained upon payment of a non-refundable fee of Kshs. 1,000.00 in cash to Mombasa Water Supply and Sanitation Company Ltd Ltd.
- 1.4** Prices quoted should be net, inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.5** Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Mombasa Water Supply and Sanitation Company Ltd" reception area so as to be received on or before 11.00AM Tuesday 17th October **2015** .
- 1.6** Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Mombasa Water Supply and Sanitation Company Ltd .

Procurement Manager
FOR: MANAGING DIRECTOR

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 ELIGIBLE TENDERERS

- 2.1.1. The Tender is open to providers of Provision of Security and Guarding Services who have appropriate and valid accreditations.
- 2.1.2. Mombasa Water Supply and Sanitation Company Ltd employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. (a) 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 Mombasa Water Supply and Sanitation Company Ltd 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.

(b) A declaration of no conflict of interest is included in the Confidential Business Questionnaires.
- 2.1.4. (a) Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

(b) An anticorruption affidavit as provided is included in the bidding document.

2.2 COST OF TENDERING

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and Mombasa Water Supply and Sanitation Company Ltd, 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 Mombasa Water Supply and Sanitation Company Ltd 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) Details of service
- v) Schedule of Requirements
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Oaths and Statutory Declaration form
- xiii) Bank guarantee for advance payment

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

2.4 CLARIFICATION OF DOCUMENTS

2.4.1. A prospective candidate making inquiries of the tender document may notify Mombasa Water in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Mombasa Water services will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Company. Written copies of the Company's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. Mombasa Water Supply and Sanitation Company Ltd shall reply to any clarifications sought by the tenderer within 2 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, Mombasa Water Supply and

Sanitation Company Ltd, 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, Mombasa Water Supply and Sanitation Company Ltd, 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 Mombasa Water Supply and Sanitation Company Ltd, 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 Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd 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 2% of the tender sum.
- 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 Mombasa Water 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 bank guarantee.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Mombasa Water Supply and Sanitation Company Ltd as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible

as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Mombasa Water Supply and Sanitation Company Ltd.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the company as nonresponsive.

2.13.2 In exceptional circumstances, Mombasa Water Supply and Sanitation Company Ltd 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 Bidders shall submit their tenders in two separate envelopes clearly marked

Envelope A (Technical bid) and
Envelope B (Financial bid)

2.15.2 The technical bid and the financial quotation shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate.

2.15.3 For each tender the candidates shall prepare the tenders in the number of copies indicated in the special conditions of contract. Each Technical bid and financial tender shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the tender, the original shall govern.

2.15.4 The original and all copies of the Technical bid shall be placed in a sealed envelope clearly marked "TECHNICAL BID", and the original and all copies of the financial tender in a sealed envelope duly marked "FINANCIAL TENDER. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked **"DO NOT OPEN before 11.00 hours on Tuesday 17th November 2015"**.

2.15.5 The completed Technical bid and financial tenders must be delivered at the submission address on or before the time and date of the submission of the tenders indicated in the appendix to the instructions to candidates. Any tenders received later than the closing date for submission of tenders shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial tenders will bear the address of the candidate submitting the tenders.

2.15.6 After the deadline for submission of tenders the outer envelope and the technical tenders shall be opened immediately by the opening committee. The financial tenders shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical bids but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

2.15.7 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late", while the outer envelope shall bear no mark indicating the identity of the tenderer

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Mombasa Water Supply and Sanitation Company Ltd will assume no responsibility for

the tender"s misplacement or premature opening.

2.16 DEADLINE FOR SUBMISSION OF TENDERS

- 2.16.1 Tenders must be received by Mombasa Water Supply and Sanitation Company Ltd at the address specified under paragraph 2.15.2 no later than **Tuesday 17TH November 2015 at 11.00 hours.**

2.16.2 Mombasa Water Supply and Sanitation Company Ltd 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 company and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by Procurement Manager 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 is received by Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Mombasa Water Supply and Sanitation Company Ltd shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 OPENING OF TENDERS

2.18.1 Mombasa Water Supply and Sanitation Company Ltd will open all tenders in the presence of tenderers representatives who choose to attend, on **Tuesday 17th November 2015 at 11.00 hours** 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 Mombasa Water Supply and Sanitation Company Ltd, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd in its 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 Mombasa Water Supply and Sanitation Company Ltd will examine the tenders to determine whether the following are submitted as requested:
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 Mombasa Water Supply and Sanitation Company Ltd 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, Mombasa Water Supply and Sanitation Company Ltd 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. Mombasa Water Supply and Sanitation Company Ltd" 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 Mombasa Water Supply and Sanitation Company Ltd and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 CONVERSION TO A SINGLE CURRENCY

Where other currencies are used, Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd" 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:

Technical Evaluation

(2) That the firm has a branch office in Mombasa with proof of physical location, contact person and telephone numbers.

(3) Proof of continuous training.

(4a) Comprehensive CV, giving names of professionals, experience and qualifications of the management team.

(4b) The Operations Manager must be ex-disciplined forces commissioned officer with a clear certificate of discharge or equivalent.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) 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 MOMBASA WATER SUPPLY AND SANITATION COMPANY LTD

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

2.23.2 Any effort by a tenderer to influence Mombasa Water Supply and Sanitation Company Ltd 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, Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd 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 tenderers tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that tenderers capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.1 Mombasa Water Supply and Sanitation Company Ltd 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.

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

(c) **Mombasa Water Supply and Sanitation Company Ltd' Right to Vary quantities**

2.24.4: Mombasa Water Supply and Sanitation Company Ltd reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Mombasa Water Supply and Sanitation Company Ltd' Right to Accept or Reject Any or All Tenders**

2.25 NOTIFICATION OF AWARD

2.25.1 Prior to the expiration of the period of tender validity, Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd. 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, Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd notifies the successful tenderer that its tender has been accepted, The Company 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 Mombasa Water Supply and Sanitation Company Ltd.
- 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 Mombasa Water Supply and Sanitation Company Ltd, 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 Company.
- 2.27.2 Failure of the successful tenderer to comply with the requirement, Mombasa Water Supply and Sanitation Company Ltd shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The Company may make the award to the next lowest evaluated or call for new tenders.

2.28 CORRUPT OR FRAUDULENT PRACTICES

- 2.28.1 Mombasa Water Supply and Sanitation Company Ltd require 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 Mombasa Water Supply and Sanitation Company Ltd 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 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: Eligible Tenderers	Registered Security Firms
2.10: Tender Currencies	Kenya Shilling only
2.12: Tender Security	2% of the tender sum in the form allowed by Public Procurement Regulations
2.24.1 sub section (b)	<p>Amended to read :</p> <p>“ Mombasa Water Supply and Sanitation Company Ltd will award the</p> <p>contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to have attained the highest weighted score taking in to account both technical bid and financial bid</p> <p>Provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p>

2.22. The evaluation process shall involve visiting the business premises to ascertain suitability of the premises facilities and the services they provide.

For the purpose of evaluation tenderers should indicate the town in Kenya where they have established head office.

CRITERIA FOR EVALUATION OF OUTSOURCED SECURITY, GUARDING AND CROWD CONTROL SERVICES

The method of evaluation will be based on a Weighted combined score and merit point

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

A.	MANDATORY REQUIREMENTS	POINTS
A1	Certificate of Incorporation/Business Registration	NONE
A2	Registration with KSIA *	
A3	Tax Compliance KRA Certificate *	
A4	Current Business Permit/ License*	
A5	Proof of Compliance with legal Government minimum wage *	
A6	Contractual obligation/Indemnity insurance cover*	
A7	Current VHF Certificate from CCK*	
A8	Bid Bond (2% of the tender amount)	
A9	Attach a P.I.N certificate	
A10	Duly completed Confidential Business Questionnaire Physical address – Operational office in Mombasa	
A11	Signed and stamped forms of tender.	
A12	Document presented in the required format (Separate technical and financial bid)	
B.	SPECIFIC REQUIREMENTS FOR TECHNICAL EVALUATION	Maximum score
B1.	Proof of financial capability. <i>The scoring criteria has been attached as an annex to this criteria as B.1.1</i> Audited Accounts for the last three years. Letter from bankers Credit period 30 days and above Below this 0 SCORE Minimum Annual turnover – Kshs 300 MILLION	15
B2	Company /Business Profile Organizational structure and CV"s of key personnel including the contact details and competence of key personnel to handle the assignment provided. Person who will be directly responsible for the contract Minimum requirement –Diploma and Form four level of education, 5 (five) or more years' experience in security industry	5
B3	Experience in business for supply of similar services to at least 10 other corporate clients (excluding Mombasa Water Supply and Sanitation Company Ltd Ltd) including names, nature of	5

	business, volume of business , addresses and telephone of contact person <i>The references letters from the respective firms must be current and in any case written not earlier than January 2015.</i>	
--	--	--

B5	<p>Indicate the Value of Indemnity cover (attach prove)</p> <p>Less than 2 million0</p> <p>Above 2 million1</p>	2
B8	<p>a) Adequacy of the proposed methodology to handle the assignment. Attach a detailed technical proposal on how you plan to implement the contract including deployment, supervision, emergency response, etc . (see details of specifications in section 4.3 of this document)</p> <p>Bidder/s may be required to make a presentation on this</p>	35
B9	<p>Staff welfare</p> <p>Details of staff welfare schemes (give details) and Human resources policy and training manual and suitability of the same including Guards training</p> <p>Indicate the minimum level of training that the guards must have attained for a similar assignment (attach approved document). Attach an approved training manual/ curriculum and indicate the trainer.</p> <p>Minimum training of the guards - Form 4 and customer care training.</p> <p>Training Manual.....</p> <p>Training Facilities.....</p> <p>Qualification of trainer.....</p> <p>Indicate the institution that your guards get trained (attach a certified curriculum)</p> <p>State whether the training institution is accredited (attach the certificate of accreditation)</p> <p>Indicate the frequency and duration of refresher training if any.....1</p> <p>(attach a certificate sample)</p>	13
TOTAL SCORE		80

BIDDER MUST ATTAIN A MINIMUM OF 70 % to qualify for financial evaluation.

NB:

x .02

On relative weighting of the scoring clusters:

- Technical competence will have 0.8 weight
- Financial bid will be weighted **0.2** weight

Bidders **MUST** meet all the responsiveness requirements to qualify for evaluation of specific technical requirements.

The formula for establishing the financial weight bid weight shall be

Lowest bid

Bid

The total weighted score will be given by

Technical score (T=.8) + Financial Bid score (S=.2)

Any information provided by the bidder may be verified by the company

B.1.1

ANNEXE TO CRITERIA B1 ABOVE

SCORING CRITERIA FOR COMMERCIAL CAPABILITY EVALUATION BASED ON MOST CURRENT AUDITED ACCOUNTS

NO.	FINANCIAL RATIO	FORMULA		INDUSTRY AVERAGE	SCORE
A	Ratios				
1.	Current Ratio	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	Meets Industry average3 Fails to meet0	2.1	6
2.	Quick (acid-test) ratio	$\frac{\text{Current assets} - \text{Inventory}}{\text{Current Liabilities}}$	Meets Industry average3 Fails to meet0	1.1	
B	Activity				
3.	Inventory Turnover	$\frac{\text{Cost of goods sold}}{\text{Inventory}}$	Meets.....1 Does not meet.....0	6.6	4
4.	Average collection period	$\frac{\text{Accounts Receivable}}{\text{Average sales per day}}$	Meets.....1 Does not meet.....0	44.3	
5.	Average payment period	$\frac{\text{Accounts Payable}}{\text{Average Purchases per day}}$	Meets.....1 Does not meet.....0	66.5	
6.	Total Asset Turnover	$\frac{\text{Sales}}{\text{Total Sales}}$	Meets.....1 Does not meet.....0	0.75	
C	Debt				
7.	Debt Ratio	$\frac{\text{Total Liabilities}}{\text{Total Assets}}$	Meets.....1 Does not meet.....0	40.0	5
TOTAL					15

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITION OF TERMS

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

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

3.2 APPLICATION

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

3.3 STANDARDS

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

3.4: USE OF CONTRACT DOCUMENTS AND INFORMATION.

- 3.4.1 The Contractor shall not, without Mombasa Water Supply and Sanitation Company Ltd 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 Company in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without Mombasa Water Supply and Sanitation Company Ltd prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the

property of Mombasa Water Supply and Sanitation Company Ltd and shall be returned (all copies) to The Company on completion of the contract's or performance under the Contract if so required by The Company.

3.5 PATENT RIGHT'S

The tenderer shall indemnify Mombasa Water Supply and Sanitation Company Ltd against all third-party claims of infringement .of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof .

3.6 PERFORMANCE SECURITY

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd as compensation for any loss resulting from the tenderers 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 Mombasa Water Supply and Sanitation Company Ltd and shall be in the form of a bank guarantee.
- 3.6.4 The performance security will be discharged by Mombasa Water Supply and Sanitation Company Ltd and returned to the candidate not later than thirty (30) days following the date of completion of the tenderers performance of obligations under the contract, including any warranty obligations under the contract.

3.7 INSPECTIONS AND TESTS

- 3.7.1 Mombasa Water Supply and Sanitation Company Ltd or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Company shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Mombasa Water Supply and Sanitation Company Ltd.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, Mombasa Water Supply and Sanitation Company Ltd 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 Company.
- 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 T

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

3.9 PRICES

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the Company'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 Company's prior written consent.

3.10 TERMINATION FOR DEFAULT

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

In the event Mombasa Water Supply and Sanitation Company Ltd 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 Company for any excess costs for such similar services.

3.12 TERMINATION OF INSOLVENCY

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

3.13 TERMINATION FOR CONVENIENCE

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

3.14 RESOLUTION OF DISPUTES

Mombasa Water Supply and Sanitation Company Ltd and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 GOVERNING LANGUAGE

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

3.16 FORCE MAJEURE

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

3.17 APPLICABLE LAW

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

3.18 NOTICES

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.8: Payment	Within 30 days on receipt of invoice after performance of service
3.14: Resolution of Disputes	Arbitration to be considered before litigation in accordance to Kenyan Law
3.17: Applicable Law	Laws of Kenya
3.18: Notices	Mombasa Water Supply and Sanitation Company Ltd P.O. Box 1100-80100, Mombasa.. Email: info@mombasawater.co.ke

4.3 OTHER CONDITIONS TO BE MET BY THE TENDERER

SPECIFICATIONS FOR PROVISION OF SECURITY, GUARDING AND CROWD CONTROL SERVICES

CONDITIONS TO BE MET BY THE TENDERER

The Security Company must demonstrate expertise to handle the following key areas;

1. Enforcement of by-laws and Security procedures
2. Crowd and public disorder management
3. Counter Terrorism methods and practices
4. Security Policy development and Advisory services
5. Emergency response (Fire, first aid, backup team for riot control)
6. Knowledge in CCTV systems and operations
7. Knowledge in use of Walkthrough metal detectors and X-ray baggage scanners
8. Good understanding of the criminal justice system in Kenya

OTHER PERTINENT REQUIREMENTS

- a. Demonstrate capacity of providing not less than two hundred (100) personnel on a daily basis including proof of provision of standby back up teams. Proof for such capacity shall be demonstrated by providing relevant information
- b. Provide proof of having undertaken similar assignment with at least 5 firms for the last 5 current years excluding Mombasa Water Supply and Sanitation Company Ltd. (comprehensive details of such clients including and letters of award/recommendations shall be provided and other relevant proof will be provided)
- c. Show proof of equipment required to conduct such services including but not limited to: Transport facilities-proof of ownership must be provided
- d. Dogs and Dog handling facilities-medical certificates and other proofs to be provided Special kits for rowdy crowd (riot gears)
- e. Bidders must conform to the Government minimum wage requirements. Proof of conformity shall be provided including certified copies of payrolls, certificates from the Ministry of labor and other relevant bodies
- f. Provide a detailed profile of the organization including an organization structure of the Company.

- b) Provide CV's of key personnel who will be responsible during administration and management of the service. Key Personnel shall have qualifications in Security management, Investigations or any other relevant profession. Prior experience Law enforcement (National Police Services) or Defense forces is desirable. And shall possess a certificate of good conduct.
- c) Provide detailed training manuals showing types and levels of training provided and attained by operational staff (Security Guards, Bouncers, Supervisors and Field operation officers)

Provide detailed proposals on how they intend to address the following key areas:

- a) 24 Hour Supervision of duties over and taking over of duties
- b) Time keeping (clocking in and out of duty)
- c) Watch keeping
- d) Handling of disciplinary issues among personnel deployed
- e) Handling of personnel welfare issues including salaries and allowances,
- f) staff leave/off duty arrangements and other
- g) Handling of integrity/corruption cases among deployed personnel Comprehensive and continuous handling of complaints against personnel
- h) Handling of public disorder during emergency situations
- i) Identification for all personnel deployed within Mombasa Water premises

GENERAL ATTRIBUTES FOR PERSONNEL

A. OPERATIONS OFFICER

- Kenyan citizen
- KCSE with minimum grade of D+ Plain or equivalent with relevant training on security management
- Should be a mature person able to handle complaints and disputes professionally
- Should be able to communicate fluently in English and Kiswahili
- Must be an ex-serviceman (preferably at NCO level) with the disciplined services
- Must be Knowledgeable in the criminal procedures code and court processes
- Must have above average report writing skills

- Must have good oral communication skills and excellent public relations
- Should be of high moral values
- Should be able to use sound judgment and make quick decisions under pressure
- Should have a certificate of good conduct from the CID

B. OPERATIONS SUPERVISORS (DAY AND NIGHT)

- Kenyan citizen
- a) Should have a certificate of good conduct from the CID
- b) KCSE with minimum D + or equivalent with minimum training on supervisory skills or other certificate in management
- c) At least 3 years' experience in supervisory role in a busy environment
- d) Good communication and Public relation skills
- e) Knowledge in booking of incidences and making of preliminary reports
- f) Ability to handle complaints and disputes among interest groups
- g) Be a person of high integrity and moral values
- h) Should be conversant with use of VHF Radios

C. GUARDS/BOUNCERS

- a) Kenyan citizen
- b) Academic qualification – KCSE with Minimum grade D Plain or equivalent
- c) Must have a certificate of good conduct with the CID
- d) Must have undergone basic training for security Guards
- e) Should have good oral communication and Public relations skills
- f) Must be able to maintain security records including OB's, registers etc
- g) Should have undergone basic first aid training
- h) Must have undergone training in basic skills in counter terrorism measures
- i) Be able to use VHF radios for communication

D. DUTIES OF PERSONNEL

The personnel deployed shall be divided into the following teams:

A. Guards

A. Guards:

- a) Provision of guarding services in office compound s(as per attached schedule)
- b) Control of key access points including gates in office compound and other designated areas within Mombasa Water operations area
- c) Guarding of vehicles, generators, pumps, storage tanks, equipment, pipes and fitting and related

appurtenances

- d) Any other Guarding duty as may be determined from time to time by the person in charge of security

Specific Attributes for ordinary Guards personnel:

- b) Must be able to keep security records including OB; should also be able to write statements and reports
- c) Firm with excellent Public relations skills
- d) Medically fit with Height 5ft. 6 inch and above; weight 65 kg and above.

SECTION V: SCHEDULE OF REQUIREMENTS

Bidders are advised to survey the Mombasa Water Supply and Sanitation Company Ltd" premises and operation areas (security assignment zones) and come up with comprehensive proposals that will give a security solution.

Appended below is the description of the areas of deployment:

DEPLOYMENT SCHEDULE

DETAILED SECURITY GUARDS REQUIREMENTS

AREA 'A' (HEAD QUARTERS)					
S/NO.	ASSIGNMENT	NO. OF DAY GUARDS	NO. OF NIGHT GUARDS	HANDLER	TOTAL INCLUDING HANDLER
A1	Headquarters & Revenue Officer In-Charge	1	0	1	1
A2	Cashiers Entrance	1	0	0	1
A3	Gate 'A' Revenue Block Entrance	2	2	0	4
A4	Gate 'B' Vehicle Yard	0	0	0	0
A5	Gate 'C' HQ (MD's Office (Entrance)				
Subtotal 'A'		6	4	0	10
AREA 'B' (Town Pump Station)					
B1	Pump Station I (Fort Jesus)	1	1	0	2
B2	Pump Station II (Old Town)	1	1	0	2
B3	Pump Station III (Mlango wa Papa)	1	1	0	2
B4	Pump Station IV (Kilifi Mosque)	1	1	0	2
B5	Kizingo Station	0	0	0	8
Subtotal 'B'					
AREA 'C' (Birikani, Kipevu, and Changamwe Pump Stations)					
C1	Birikani Main Gate	2	2	0	4
C2	Birikani Compound	2	3	2+2 dogs	7
C3	West Mainland Business Unit	2	2	1+1 dog	5
C4	Mikidani Pump Station	1	1	1+1 dog	3
C5	Miritini Pump Station 'A'	1	2	0	3
C6	Miritini Screw Pump Station 'B'	1	2	0	3
C7	Portreitz 'A'	1	2	0	3
C8	Portreitz 'B' (Hospital)	1	1	0	2
C9	Kipevu Sewerage Plant	5	4	2+2 dogs	11
Subtotal 'C'		16	19	6+6 dogs	41
AREA 'D' (North Mombasa)					
D1	Kisauni Business Unit Offices	2	1	1+1 dog	4
D2	Nyali Business Unit Offices	2	2		4
Subtotal 'D'		4	3	1+1 dog	8
AREA 'E' (South Mombasa)					

E1	Likoni Business Unit Offices	1	2	0	3
Subtotal 'E'		1	2	0	3
SUMMARY OF ALL THE AREAS A, B, C, D, AND E.					
AREA 'A' (HEAD QUARTERS)					
S/No.	Assignment	No. Of Day Guards	No. Of Night Guards	Dog Handler	Total Including Handler
AREA 'A' (Head Quarters)		6	4	0	10
AREA 'B' (Town Pump Stations)		4	4	0	8
AREA 'C'					
a) Birikani					
b) Kipevu					
c) Scope and Changamwe Pump Station		16	19	6+6 dogs	41
AREA 'D'	(North Mombasa)	4	3	1+3 dogs	9
AREA 'E'	(South Mombasa)	1	2		3
GRAND TOTALS A, B, C, D, AND E.				9 dogs	68 Guards
GRAND TOTAL FOR AREAS A, B, C, D, AND E.				77	Guards

DESCRIPTION OF SERVICES TO BE OFFERED

The security services to be offered are as listed below. Bidders shall therefore be required (in the financial proposal) to provide clearly the unit cost per:

UNIT PRICES PER MONTH INCLUSIVE OF VAT IN KSHS

Depots	Assignment "ALFA"	Day guards	Night Guards	Dog & Handler	Super-visor	Tick Appropriate	Un it Pri ce	Total Cost
1	Revenue Entrance							
2	Revenue Block							
3	Gate "A" Mikindani Street							
4	Gate C							
5	" E							
6	Fort Jesus Pump I							
7	Pump station II							
8	" " III							
9	" " IV							
10	Kipevu Sewerage Plant							
11	Portreitz P/station B							
12	Miritini P/Station A							
13	Miritini Screw P/St.							
14	Mikindani station							
15	West Mainland Office Scope							
16	Birikani Chagamwe							

17	Kisauni Area Office							
18	Nyali Wells							
19	Likoni Office							

C. ANTI-TERRORISM AND SURVEILANCE SERVICES

- a) The guards to conduct mirror and luggage checks on vehicles entering the premises to counter the threat of international terrorism.
- b) Surveillances are also done by guards stationed on gates In all Mombasa Water offices, pumps, and other installations.

- c) **Enforcement of prohibition orders** - Guards are used to enforce prohibition orders under the Water Act and any other relevant legislation.

FINANCIAL PROPOSALS

- I. Bidders shall indicate their **PRICE** per guard as a **fixed price** to be invoiced to Mombasa Water Supply and Sanitation Company Ltd Ltd at the end of each month. The price shall be inclusive of government taxes.
- II. The quoted price by the bidder shall include for the guards services, and shall remain fixed during the contract period.
- III. Award shall be as per the unit rates and total quantities will be confirmed on the site and in consideration of the bidders proposal

N/B. This shall be submitted separate from the technical bid

SUMMARY OF COSTS

ITEM	QTY	UNIT PRICE(KSH) per month	Total Cost per month	Annual cost
Day Ordinary guards				
Night Dog & handler				
			Total (Kshs) VAT Inclusive	

Signature of Tenderer _____

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

N/B This shall be submitted separate from the technical bid

SECTION VI - STANDARD FORMS

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Oath and Statutory Declaration form
7. Bank guarantee for advance payment

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

1. FORM OF TENDER(technical bid)

TO, Mombasa Water Supply and Sanitation Company Ltd

Date:

P.O. Box 96242-80110

MOMBASA

Tender No: KFS/SCCS/01/07/2015

Tender Name: PROVISION OF SECURITY AND GUARDING SERVICES

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 and GUARDING SERVICES under this tender in conformity with the said Tender document .
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 SECURITY AND GUARDING SERVICES in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of..... 2013

.....

.....

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of.....

. FORM OF TENDER (Financial)

TO, Mombasa Water Supply and Sanitation Company Ltd

Date:

P.O. Box 96242-80110

MOMBASA

Tender No: MWSSC

Tender Name: PROVISION OF SECURITY AND GUARDING SERVICES

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, GUARDING AND CROWD CONTROL SERVICES under this tender in conformity with the said Tender document for the sum of Kshs:[Total Tender amount in words].....
.....
.....
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 SECURITY AND GUARDING SERVICES in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of..... 2015

.....

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of.....

2. CONTRACT FORM

THIS AGREEMENT made the..... day of..... 20.....

Between..... [name of Procurement entity]
of..... [country of Procurement entity] (hereinafter called "the Procuring
entity") of the one part and[name of tenderer] of
.....[city and country of tenderer] (hereinafter called "the tenderer")
of the other part:

WHEREAS Mombasa Water Supply and Sanitation Company Ltd invited tenders for PROVISION OF
SECURITY AND GUARDING SERVICES and has accepted a tender by the tenderer for the supply of the
services in the sum of Ksh.....[contract price in words in figures] (hereinafter
called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (c) the General Conditions of Contract
 - (d) the Special Conditions of Contract; and
 - (e) The MOMBASA WATER SUPPLY AND SANITATION SERVICES Notification of Award.
3. In consideration of the payments to be made by Mombasa Water Supply and Sanitation Company
Ltd to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Mombasa
Water Supply and Sanitation Company Ltd to provide SECURITY AND GUARDING SERVICES and
to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Mombasa Water Supply and Sanitation Company Ltd hereby covenants to pay the tenderer in
consideration of the provision of the services 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 (Mombasa Water Supply and
Sanitation Company Ltd)

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

3. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business and part 3.

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

Part 1: General:

1.1: Business Name

.....

1.2: Location of business premises

.....

1.3: Plot No.

.....

1.4: Street/Road

.....

1.5: Postal Address

.....

1.6: Office Tel. No

.....

1.7: Mobile:.....

1.8: Fax No:.....

1.9: Email Address:.....

1.10: Nature of business:.....

1.11: Registration Certificate No.

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

1.13: Name of your bankers Branch

Part 2(a) - Sole Proprietor:

2a.1: Your name in full Age

2a.2: Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

2b.1: Give details of partners as follows

2b.2: Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.
.....			

Part 2(c) – Registered Company:

2c.1: Private or public

2c.2: State the nominal and issued capital of the company –

Nominal Kshs

Issued Kshs.....

2c.3: Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.			
5.			

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of Mombasa Water Supply and Sanitation Company Ltd?
Yes..... No:

3.2: If answer in „3.1“ is **YES** give the relationship:

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your

Organisation Subsidiaries or Joint Ventures? Yes..... No.....

3.4: If answer in „3.3“ above is YES give details.....

.....

.....

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it"s affiliates that have been engaged by Mombasa Water Supply and Sanitation Company Ltd to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation?
Yes.....No.....

3.6: If answer in „3.5“ above is YES give details.....

.....

.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes..... No.....

3.8: If answer in „3.7“ above is YES give details.....

.....

3.9: Have you offered or given anything of value to influence the procurement process?

Yes..... No.....

3.10: If answer in „3.9“ above is YES give details.....

.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:..... Signature of

Candidate:.....

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

4. TENDER SECURITY FORM

Whereas(hereinafter called <the tenderer> has submitted its bid
[*name of Bidder*]
datedfor the provision of insurance services (hereinafter called <the tender?
[*date of submission of bid*]

KNOW ALL PEOPLE by these presents that WEof.....having
[*name of bank*][*name of country*] our registered office at (hereinafter called
<the procuring entity> in [*name of procuring entity*] the sum of
Kshs..... for which payment well and truly to be made to
[*state the amount*]

Mombasa Water Supply and Sanitation Company Ltd, the Bank bind 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 Mombasa Water Supply and Sanitation Company Ltd on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Mombasa Water Supply and Sanitation Company Ltd 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 tenders.

We undertake to pay to Mombasa Water Supply and Sanitation Company Ltd up to the above amount upon receipt of its first written demand, without The Company having to substantiate its demand, provided that in its demand The Company will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

Signature:.....

Date:.....

Official Stamp:.....

5. PERFORMANCE SECURITY FORM

Mombasa Water Supply and Sanitation Company Ltd
P.O. Box 96242-80110- 00100 GPO
MOMBASA

WHEREAS [name of
tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.....
[reference number of the contract] dated 20.....to supply
.....[**PROVISION OF SECURITY AND GUARD
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 a 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 of money 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 of financial institution]

.....
[Address]

.....
[Date]

6. OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCURMENT AND DISPOSAL ACT NO. 3 OF 2005

I,..... of P.O Box..... Being a resident
of..... in the Republic of Kenya do hereby make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... to supply goods, render services and/or carry out works for Mombasa Water Supply and Sanitation Company Ltd and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Mombasa Water Supply and Sanitation Company Ltd, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Mombasa Water Supply and Sanitation Company Ltd.
4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of 20.....}

}

}

}

DEPONENT

Before me

}

}

}

Commissioner for Oaths

}

7. BANK GUARANTEE FOR ADVANCE PAYMENT (TO BE APPLICABLE AFTER SIGNING CONTRACT)

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 Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd 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 Mombasa Water Supply and Sanitation Company Ltd 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]