

KITUI WATER & SANITATION CO. LTD



ANNUAL TENDERS FOR 2017/18 FINANCIAL YEAR

TENDER NO. KITWASCO/014/2017-18

**TENDER NAME: TENDER FOR SUPPLY AND DELIVERY
NEW MOTOR VEHICLE AND MOTOR CYCLE**

SERIAL NO:...014

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SECTION I INVITATION TO TENDER

TENDER REF No. KITWASCO 014/2017-2018
TENDER NAME SUPPLY AND DELIVERY OF MOTOR VEHICLES AND MOTOR CYCLES

Kitui Water and Sanitation Company Limited invites sealed bids from eligible candidates for **Supply and Delivery of Motor Vehicles and Motor cycles**

- 1.1** Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, Kitui Water and Sanitation Company Limited, Manyenyoni off Majengo Rd Kitwasco Headquarters during normal working hours.
- 1.2** A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fee of **Kshs.1,000** in Bankers cheque payable to **Kitui Water and Sanitation Company Limited** or download from website **www.tanathiwsb.go.ke**
- 1.3** Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at our office or be addressed to **THE Managing Director KITUI WATER AND SANITATION COMPANY LIMITED** so as to be received on or before **Wednesday 5th JuLY 2017 at 12:00 Noon**
- 1.4** Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (60) days from the closing date of the tender.
- 1.5** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KITUI WATER AND SANITATION COMPANY LIMITED BOARDROOM**

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Kshs.1,000/=

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Tenderers
- 2.3.2 Invitation to Tender
- 2.3.3 Instructions to tenderers
- 2.3.4 General Conditions of Contract
- 2.3.5 Price Schedule for goods
- 2.3.6 Confidential Business Questionnaire
- 2.3.7 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 requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

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

2.6 Language of Tender

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

2.7 Documents Comprising of Tender

- 2.7.1 The tender prepared by the tenderers shall comprise the following components
- (a) Price Schedule completed in accordance with paragraph 2.8, 2.9 and 3.1 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

2.8 Tender Forms

- 2.8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices of the goods it proposes to supply under the contract
- 2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.9.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
- 2.9.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings only

2.11 Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 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 be established to the Procuring entity's satisfaction; that the tenderer has the financial, technical, and production capability necessary to perform the contract

2.12 Validity of Tenders

- 2.12.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.15. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.12.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

2.13 Format and Signing of Tender

- 2.13.1 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.13.2 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.

2.14 Sealing and Marking of Tenders

- 2.14.1 The Tenderer shall seal the tender duly marking the envelope with tender reference number and name.
- 2.14.2 The envelope shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE,**” **Wednesday 5TH July 2017 AT 12:00 Noon**
- 2.14.3 If the envelope is not sealed and marked as required by paragraph 2.14.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.15 Deadline for Submission of Tenders

- 2.15.1 Tenders must be received by the Procuring entity (**KITUI WATER AND SANITATION CO.LTD P.O BOX 341-90200 KITUI**) no later than **Wednesday 5TH July 2017 AT 12:00 Noon**.
- 2.15.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.16 Modification and Withdrawal of Tenders

- 2.16.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.16.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.14. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.16.3 No tender may be modified after the deadline for submission of tenders.
- 2.16.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.16.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.17 Opening of Tenders

- 2.17.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at **12:00 Noon Wednesday 5TH July 2017** and in the location specified in the Invitation to Tender.

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

2.17.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.18 Clarification of Tenders

2.18.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.18.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.19 Preliminary Examination

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

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

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

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

2.20 Evaluation and Comparison of Tenders

2.20.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.19

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

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

2.21 Contacting the Procuring entity

2.21.1 Subject to paragraph 2.18 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.22 Award of Contract

(a) Post-qualification

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Accept or Reject Any or All Tenders

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

2.23 Notification of Award

2.23.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

2.24 Corrupt or Fraudulent Practices

2.24.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission)

designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.24.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

2.25 Mandatory Requirements

- (i) Duly filled in Confidential Business Questionnaire Form
- (ii) Copy of certificate of Registration/Incorporation
- (iii) Copy of VAT/ PIN registration certificate
- (iv) Valid TAX compliance certificate
- (v) Current single business permit
- (vi) Audited financial accounts for the last three years
- (vii) Proof of similar works done (provide at least 5 copies of procurement orders, agreements, etc)

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

2.26 Definitions

2.26.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

2.27 Delivery and Documents

2.27.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

2.28 Prices

2.28.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

2.29 Assignment

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

2.30 Subcontracts

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

2.31 Termination for default

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

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

2.32 Resolution of Disputes

- 2.32.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 2.32.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

2.33 Language and Law

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

2.34 Force Majeure

- 2.34.1 The tenderer shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION VII - PRICE SCHEDULE FOR GOODS

Tender No. KITWASCO 014 /2017-2018
For SUPPLY AND DELIVERY OF MOTORCYCLES

No.	Country of origin	Unit Cost	Unit price of other incidental services payable
	MOTOR VEHICLES HILLUX DOUBLE CABIN D4D NEW MODEL		
	YAMAHA YBR 125G OR EQUIVALENT: OTHER SPECIFICATIONS: 125cc, 4-stroke engine; Wheel type: spokes		
	YAMAHA CRUX 110 OR EQUIVALENT: OTHER SPECIFICATIONS: 110cc, 4-stroke engine; Wheel type: spokes		
	SUZUKI AX 110 OR EQUIVALENT: OTHER SPECIFICATIONS: 100cc, 4-stroke engine; Wheel type: spokes		
TOTAL (Kshs)			

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

	Part 2 (a) – Sole Proprietor			
	Your name in full			Age
	Nationality	Country of origin		
	• Citizenship details			
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	Name	Nationality	Citizenship Details	Shares
	1.			
	2.			
	3.			
	4.			
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company-			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1.			
	2.			
	3.			
	4.			
	5.			
	Date	Signature of Candidate		

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

