

**KITUI WATER AND SANITATION COMPANY LIMITED**

**P.O. BOX 341-90200**

**KITUI**

**TELEPHONE NO. 0701-54 55 54 / 0738 23 33 30**



**TENDER FOR THE PROVISION OF STAFF WORK INJURY BENEFIT.**

**TENDER REF NO:  
KITWASCO/OT/2017/18/015**

**MANAGING DIRECTOR**

**KITUI WATER AND SANITATION COMPANY LIMITED**

**SERIAL NO:.....015**

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SECTION I – PRE- QUALIFICATIONS INVITATION FOR EXPRESSION OF INTEREST

TENDER NOTICE

Kitui Water and Sanitation Company Ltd invite tenders and applications for registration of suppliers from interested eligible bidders for the supply of under listed goods, services and for the financial year July 2017- June 2018 respectively.

	Tender No.	TENDER DESCRIPTION	<u>ELIGIBILITY</u>
		<b>CATEGORY A: SUPPLY AND DELIVERY</b>	
1	KITWASCO/OT/2017/2018/001	Supply and delivery of pipe and fittings	Open
2	KITWASCO/OT/2017/2018/002	Supply and delivery of cold water meters	Open
3	KITWASCO /OT/2017/2018/003	Supply and delivery of water meter spares	Open
4	KITWASCO/SG/ 2017/2018/004	Supply and delivery of general office and printed stationery	Special Group
5	KITWASCO/OT/ 2017/2018/005	Supply and delivery of hardware material tools and equipments	Open
6	KITWASCO/OT/ 2017/2018/006	Supply and delivery of motor vehicle and cycle spares, tyres, tubes and batteries	Open
7	KITWASCO /OT/ 2017/2018/007	Supply and delivery of fuel, oil and lubricants	Open
8	KITWASCO /SG/ 2017/2018/008	Supply and delivery of cleaning materials and disinfectants	Special Group
9	KITWASCO /SG/ 2017/2018/009	Supply and delivery of computers, laptops hardware, tablets, ipads, Smart phones, Global Positioning Systems (GPS), Printers, Photocopiers and other related equipment.	Special Group
10	KITWASCO /OT/ 2017/2018/010	Supply and delivery of water treatment chemicals.	Open
11	KITWASCO /OT/ 2017/2018/011	Supply and delivery of lab equipment, materials and re-agents	Open
12	KITWASCO/SG/ 2017/2018/012	Supply and delivery of Staff uniform and branded materials	Special Group
		<b>CATEGORY B: PROVISION OF SERVICES</b>	
13	KITWASCO/OT/ 2017/2018/013	Tender for Provision of Security Services	Open
14	KITWASCO /OT/ 2017/2018/14	Tender for the provision of general insurance services for motor	Open
15	KITWASCO /OT/ 2017/2018/15	Tender for the provision of staff work injury benefits.	Open
16	KITWASCO /OT/ 2017/2018/16	Tender for provision of staff Medical Cover	Open
17	KITWASCO/OT/ 2017/2018/017	Prequalification for legal services	Open
18	KITWASCO/OT/ 2017/2018/018	Prequalification of firms for provision of electro- mechanical goods and services	Open
19	KITWASCO/OT/ 2017/2018/019	Prequalification of firms for maintenance of computers, server, printers and office equipment.	Open
20	KITWASCO/OT/ 2017/2018/020	Prequalification of firms for provision of garage services for motor vehicle and motor cycle	Open
21	KITWASCO/OT/ 2017/2018/021	Prequalification of firms for training services	Open
22	KITWASCO/OT/ 2017/2018/022	Prequalification of hotels for catering services	Open
23	KITWASCO/OT/ 2017/2018/023	Prequalification for installation and support for a mobile meter reading and billing software	Open

The Special groups (Youth, Women and Persons living with disability) MUST be registered with National Treasury/ County Government, and other related bodies (attach copy of AGPO certificate. Special Criteria will be used to evaluate categories reserved for the special or target group. Special/ Target group may choose to apply for registration in categories open to the public. However, all applications for categories open to the public will be subjected to the same evaluation criteria.

#### **NOTES**

(a) Documents containing detailed instructions and requirements can be downloaded from our website, [www.tanathiwsb.go.ke](http://www.tanathiwsb.go.ke) free of charge.

(b) Applicants who download the tender and Registration documents shall email their name, contact details and Tender No. to [kitwasco@gmail.com](mailto:kitwasco@gmail.com)

Those wishing to be registered in more than one category will be required to download additional registration document for each category. Completed tender and registration document in plain sealed envelopes clearly marked with the; **Category No. and Category description** should be deposited in the Tender Box situated at Cash Office and to be addressed to;

**The Managing Director**

**Kitui Water and Sanitation Company Limited**

**P.O Box 341 - 90200, KITUI**

**Tel: 0701 54 55 54 Email: [kitwasco@gmail.com](mailto:kitwasco@gmail.com)**

**To be received by 11th July, 2016**

Tenders and Registration documents will be opened immediately thereafter in the company's Procurement office in the presence of bidders or their representatives who choose to attend.

#### **SECTION I: INVITATION TO TENDER**

**TENDER NO. : KITWASCO/015/2017-18**

**TENDER NAME: Supply & Delivery of staff work injury benefits**

The *Kitui Water & Sanitation Co. Ltd* invites sealed bids from eligible candidates for supply and delivery of staff work injury benefits.

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at *Kitui Water and Sanitation Company* Headquarters located in Manyenyoni off Kitui School – Majengo Road – Kitui Town during normal working hours.
- 1.2 A complete set of tender documents may be obtained by interested candidates upon payment of a **non-refundable fee of Kshs. 1,000.00 in cash or Bankers cheque payable to *Kitui Water & Sanitation Co. Ltd*. Tenders may also be downloaded free of charge from [www.tanathi.go.ke](http://www.tanathi.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 *Kitui Town Office* or be addressed to *Managing Director, Kitui Water & Sanitation Co. Ltd P.O. Box 341 – 90200 Kitui* so as to be received on or before **12.00 noon ,Monday 11th July 2016.**

1.4 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend on **Monday 11th July 2016 at 12.00 noon** in the *Procurement Office, Kitui Water and*

*Sanitation Company* Headquarters located in Manyenyoni off Kitui School – Majengo Road – Kitui Town.

## 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 Kitui Water & Sanitation Co. Ltd'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 not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### 2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender,

and the Kitui Water & Sanitation Co. Ltd, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## 2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these Instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
  
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 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.

## 2.5 Clarification of Documents

2.5.1 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 Kitui Water & Sanitation Co. Ltd. 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.

2.5.2 The Kitui Water & Sanitation Co. Ltd 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.

## 2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Kitui Water & Sanitation Co. 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 amendment.

2.6.2 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.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kitui Water & Sanitation Co. Ltd, at its discretion, may extend the deadline for the submission of tenders.

## 2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Kitui Water & Sanitation Co. Ltd, 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.

## 2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 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;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents.

## 2.9 Tender Forms

2.9.1 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.

## 2.10 Tender Prices



2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 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, pursuant to paragraph 2.22

## 2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings.

## 2.12 Tenderers Eligibility and Qualifications

2.12.1 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Kitui Water & Sanitation Co. Ltd's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Kitui Water & Sanitation Co. Ltd's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## 2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

## 2.14 Format and Signing of Tender

2.14.1 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.

2.14.2 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.

## 2.15 Sealing and Marking of Tenders

**2.15.1** The Tenderer shall seal the filled tender in a sealed envelope bearing tender number and name in the Invitation for Tenders and the words, **"DO NOT OPEN BEFORE, MONDAY, 11th JULY 2016 AT 12.00 Noon."**

2.15.2 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Kitui Water & Sanitation Co. 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 the Kitui Water & Sanitation Co. Ltd at the address specified under paragraph 2.17.2 no later than **12.00 Noon, MONDAY, 11th JULY 2016.**

2.16.2 The Kitui Water & Sanitation Co. Ltd may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Kitui Water & Sanitation Co. Ltd and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## 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 tenders, is received by the Kitui Water & Sanitation Co. Ltd prior to the deadline prescribed for submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. 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.

2.17.3 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.

2.17.5 The Kitui Water & Sanitation Co. 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 The Kitui Water & Sanitation Co. 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 The Kitui Water & Sanitation Co. Ltd will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00 noon, Monday 11th July 2016** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Kitui Water & Sanitation Co. Ltd, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Kitui Water & Sanitation Co. Ltd will prepare minutes of the tender opening.

## 2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Kitui Water & Sanitation Co. 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 of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Kitui Water & Sanitation Co. Ltd in the Kitui Water & Sanitation Co. Ltd's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.20 Preliminary Examination

2.20.1 The Kitui Water & Sanitation Co. Ltd 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.

2.20.2 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. If there is a discrepancy between words and figures the *amount in words will prevail*.

2.20.3 The Kitui Water & Sanitation Co. Ltd 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22 the Kitui Water & Sanitation Co. 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. The Kitui Water & Sanitation Co. Ltd's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Kitui Water & Sanitation Co. Ltd and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## 2.21 Evaluation and Comparison of Tenders

### EVALUATION CRITERIA

KITWASCO will examine the tenders to determine completeness, general orderliness and sufficiency in responsiveness.

The method of evaluation will be Merit Point System.

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

A.	PRELIMINARY REQUIREMENTS	COMPLIANCE
A1	Valid Certificate of Incorporation/Business Registration (Attach copy)	YES/NO
A2	Personal Identification Number (PIN) certificate (Attach copy)	YES/NO
A3	Valid Tax Compliance Certificate (Attach copy)	YES/NO
A4	Current Business Permit/License (Attach copy)	YES/NO
A5	Physical location of business premises (See business questionnaire)	YES/NO
	Fulfillment of Special condition relevant to the category applied for	
B.	GENERAL REQUIREMENTS	
B1.	Supplier Availability: <ul style="list-style-type: none"> <li>- Postal Address (2)</li> <li>- Telephone Number (2)</li> <li>- Contact Person (2)</li> <li>- Website (2)</li> <li>- Email Address (2)</li> </ul>	10
B2.	Business Ownership: Company/Business Profile <ul style="list-style-type: none"> <li>- Disclosure of Directors/Partners/Sole Proprietor</li> </ul>	10
B3.	Financial Capacity: Audited Accounts for the last 2 years. Attach Bank Statements for the last 6 months.	20
B4.	Financial Stability - Evidence of profit making in the attached 2 years audited reports.	10

B5.	<p>Experience:</p> <p>Indicate having undertaken similar assignment with at least 3 firms. (Attach Proof: copies of LPOs, Letters of Award, Completion Certificates, Contracts)</p>	20
B6.	<p>Supply Capacity:</p> <p>Maximum Volume of Business handled in the (last two years)</p> <ul style="list-style-type: none"> <li>- Kshs. 2,000,001.00 and above (12)</li> <li>- Kshs. 1,500,001.00 - Kshs. 2,000,000.00 (9)</li> <li>- Kshs. 1,000,001.00 - Kshs. 1,500,000.00 (6)</li> <li>- Kshs. 500,000.00 – Kshs. 1,000,000.00 (3)</li> </ul>	12
B7.	<p>Credit Period:</p> <p>Indicate Credit Period willing to offer</p> <ul style="list-style-type: none"> <li>- 90 Days (12)</li> <li>- 60 Days (9)</li> <li>- 30 Days (6)</li> </ul>	12
B8.	Eligibility & Disclosure of litigation history	6
	TOTAL	100

NB: Bidders must meet all the mandatory requirements to qualify.

THE PASS MARK FOR REGISTRATION SHALL BE 80%

*(The Technical Evaluation Team will verify the information submitted by applicants and may visit the physical premises of the applicants. This will form part of the evaluation process).*

**Declaration (For the Tenderer only)**

(The tenderer is expected to state categorically whether he/she will/will not accept to be evaluated

on the above criteria)

Q. Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? *(Tick appropriately below)*

No.	Yes
<input type="checkbox"/>	<input type="checkbox"/>

Official Stamp.....Sign.....

**Award of contracts**

During the financial year **2017-2018**, **KITWASCO** will seek bids/quotations for supply of

goods as need arises. Except when supply circumstance do not allow for reason of competitiveness/fairness, bids will be sort from the pre-qualified suppliers only. The Employer will award the contract to the lowest bidder whose bid will have been determined to be the lowest evaluated bidder.

**Rejection of all Pre-Qualified Suppliers**

The employer reserves the right to cancel the pre – qualification process and the right to

pre-qualify or not to any supplier. At the time of bidding, KITWASCO shall reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, prior to the award of the contract.

2.21.1 The Kitui Water & Sanitation Co. Ltd will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.21.2 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender.

2.21.3 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.

## 2.22 Contacting the Kitui Water & Sanitation Co. Ltd

2.22.1 Subject to paragraph 2.21 no tenderer shall contact the Kitui Water & Sanitation Co. Ltd on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.22.2 Any effort by a tenderer to influence the Kitui Water & Sanitation Co. Ltd in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## 2.23 Award of Contract

### (a) Post-qualification

2.23.1 Kitui Water & Sanitation Co. 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.

2.23.2 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 Kitui Water & Sanitation Co. Ltd deems necessary and appropriate.

2.23.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Kitui Water & Sanitation Co. Ltd will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### (b) Award Criteria

2.23.4 The Kitui Water & Sanitation Co. Ltd 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) Kitui Water & Sanitation Co. Ltd's Right to Vary quantities

2.23.5 The Kitui Water & Sanitation Co. 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) Kitui Water & Sanitation Co. Ltd's Right to Accept or Reject Any or All Tenders

2.23.6 The Kitui Water & Sanitation Co. Ltd 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 Kitui Water & Sanitation Co. Ltd's action

2.24 Notification of Award

2.24.1 After evaluation, the Procuring Entity will notify the successful tenderer in writing that its tender has been accepted.

2.24.2 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

2.25 Signing of Contract

2.25.1 At the same time as the Kitui Water & Sanitation Co. Ltd notifies the successful tenderer that its tender has been accepted, the Kitui Water & Sanitation Co. Ltd will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.25.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kitui Water & Sanitation Co. Ltd.

2.26 Corrupt or Fraudulent Practices

2.26.1 The Kitui Water & Sanitation Co. Ltd requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kitui Water & Sanitation Co. Ltd, 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 Kitui Water & Sanitation Co. Ltd of the benefits of free and open competition;

2.26.2 The Kitui Water & Sanitation Co. 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.

2.26.3 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 goods 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
2.11.1	<i>Kenya Shillings</i>
2.12.3	<ul style="list-style-type: none"><li>- <i>copy of receipt purchasing document</i></li><li>- <i>certificate of registration/incorporation</i></li><li>- <i>current valid tax compliance certificate</i></li><li>- <i>current local authority single business permit</i></li><li>- <i>Financial capability-audited accounts for the last two years or latest certified bank statements.</i></li><li>- <i>fully filled tender form</i></li><li>- <i>fully filled confidential business questionnaire</i></li><li>- <i>general and particular experience record</i></li><li>- <i>Proof of similar service to a public institution (copy of L.P.S).</i></li></ul>
2.16.1	<b>12.00 noon, Monday 11th July 2016</b>
2.18.1	<b>12.00 noon, Monday 11th July 2016</b>
2.20.2	<i>The Unit Price and Amount in Words shall Prevail</i>
2.25.2 & 3	<i>30 days</i>

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- (a) “The Contract” means the agreement entered into between the Kitui Water & Sanitation Co. Ltd and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Kitui Water & Sanitation Co. Ltd under the Contract.
- (d) “The Procurement Entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Kitui Water & Sanitation Co. Ltd for the procurement of goods.

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards

mentioned in the Technical Specifications.

### 3.5 Use of Contract Documents and Information

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

3.5.2 The tenderer shall not, without the Kitui Water & Sanitation Co. Ltd's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

### 3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Kitui Water & Sanitation Co. Ltd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Kitui Water & Sanitation Co. Ltd's country

### 3.7 Inspection and Tests

3.7.1 The Kitui Water & Sanitation Co. Ltd or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Kitui Water & Sanitation Co. Ltd 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 in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its

subcontractor(s), all reasonable facilities and assistance, including access to

drawings and production data, shall be furnished to the inspectors at no charge to the Kitui Water & Sanitation Co. Ltd.

3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Kitui Water & Sanitation Co. Ltd may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Kitui Water & Sanitation Co. Ltd.

3.7.4 The Kitui Water & Sanitation Co. Ltd's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Kitui Water & Sanitation Co. Ltd or its representative prior to the equipment delivery.

3.7.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.8 Packing

3.8.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### 3.9 Delivery and Documents

3.9.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kitui Water & Sanitation Co. Ltd in its Schedule of Requirements and the Special Conditions of Contract

### 3.10 Insurance

3.10.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### 3.11 Payment

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

3.11.2 Payments shall be made promptly by the Kitui Water & Sanitation Co. Ltd as specified in the contract

### 3.12 Prices

3.12.1 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.

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

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

3.12.4 Price variation request shall be processed by the Kitui Water & Sanitation Co. Ltd within 30 days of receiving the request.

### 3.13 Assignment

3.13.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kitui Water & Sanitation Co. Ltd's prior written consent

### 3.14 Subcontracts

3.14.1 The tenderer shall notify the Kitui Water & Sanitation Co. Ltd in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### 3.15 Termination for default

3.15.1 The Kitui Water & Sanitation Co. 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 deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Kitui Water & Sanitation Co. Ltd
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Kitui Water & Sanitation Co. Ltd has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.15.2 In the event the Kitui Water & Sanitation Co. Ltd terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the tenderer shall be liable to the Kitui Water & Sanitation Co. Ltd for any excess costs for such similar goods.

### 3.16 Liquidated Damages

3.16.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Kitui Water & Sanitation Co. Ltd shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### 3.17 Resolution of Disputes

3.17.1 The Kitui Water & Sanitation Co. Ltd 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

3.17.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national forum and/or arbitration.



### 3.18 Language and Law

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

### 3.19 Force Majeure

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

#### SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

REFERENCE GCC	OF	SPECIAL CONTRACT	CONDITIONS	OF
3.9.1		<i>Signed delivery note, signed copy of LPO</i>		
3.10.1		<i>Tenderer bears responsibility</i>		
3.11.1		<i>One month after delivery</i>		
3.16.1		5%		
3.17.2		<i>National forum and/or arbitration</i>		

## **SECTION V-TECHNICAL SPECIFICATIONS**

### 5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Kitui Water & Sanitation Co. Ltd reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
  - (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service / repair and maintenance including their names and addresses.

## SECTION VI

## PRICE SCHEDULE FOR WIBA SERVICES

Name of tenderer \_\_\_\_\_

Tender Number \_\_\_\_\_

N O.	DETAILS- STAFF CATEGORI ES	TOTA L NO.	TOTAL ANNUAL SALARY EARNINGS(KS HS)	PREMIUM RATE(QUOT E PER DEPARTME NT)	PREMIUM RATE(QUO TE PER DEPARTME NT)
1	BOARD OF DIRECTORS	7	1,000,000.00		
2	SENIOR MANAGEME NT	4	5,000,000.00		
3	FIELD OFFICERS AND DRIVERS	51	6,000,000.00		
4	SECRETARI ES AND OFFICE CLERKS	11	3,577,704.00		
5	LAB TECHNICIA NS	2	422,232.00		
	TOTAL(KSH S)				

Signature of tenderer \_\_\_\_\_

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

[Type text]

## SECTION VII - STANDARD FORM

### Notes on the Sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It MUST also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form MUST be completed by the tenderer and submitted with the tender documents.
3. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
4. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**7.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods ( ..... *(insert goods description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures )* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. We agree to abide by this Tender for a period of ..... *[number]* months 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 signing of the Contract by the parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

[Type text]

## 7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applies 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)

Given details of partners as follows:

Partnership

Name

Nationality

Citizenship Details

Shares

1. ....

2. ....

3. ....

4. ....

[Type text]

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

Date ..... Signature of Candidate .....

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



**7.3 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between  
..... [name of Procurement entity] of ..... [country of Procurement entity]  
(hereinafter called "the Kitui Water & Sanitation Co. Ltd) of the one part and  
..... [name of tenderer] of ..... [city and country of tenderer]  
(hereinafter called "the tenderer") of the other part;

WHEREAS the Kitui Water & Sanitation Co. Ltd invited tenders for certain goods and has  
accepted a tender by the tenderer for the supply of those goods in the sum of  
..... [contract price in words and figures] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Kitui Water & Sanitation Co. Ltd)

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

\_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

[Type text]

**7.4 MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Procuring Entity]* .....

WHEREAS .....*[name of the manufacturer]* who are established and reputable manufacturers of

..... *[name and/or description of the goods]* having factories at

..... *[address of factory]* do hereby authorize

..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No.

..... *[reference of the Tender]* for the above goods manufactured by us.

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

---

*[signature for and on behalf of manufacturer]*

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

[Type text]

**7.5 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**7.6 FORM RB 1**

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT AND

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

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

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

et

c

SIGNED .....(Applicant)Dated on.....day of ...../...20...

---

FOR OFFICIAL USE ONLY

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

.....20.....

SIGNED

Board secretary

[Type text]