



**THIKA WATER AND SEWERAGE COMPANY LIMITED
(THIWASCO)**

ISSUED IN DECEMBER 2018

TENDER NO: THIWASCO/046/2018/2019

**PROJECT: SUPPLY AND DELIVERY OF A VEHICLE
MOUNTED SEWER FLUSHING UNIT**

MANAGING DIRECTOR
THIKA WATER AND SEWERAGE COMPANY LTD,
P.O. BOX 6103 - 00100, THIKA – KENYA.

CLOSING DATE
14th JANUARY 2019

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SECTION I - INVITATION FOR TENDERS

TENDER NO. THIWASCO/046/2018-2019

TENDER NAME: Supply and Delivery of a Vehicle Mounted Sewer Flushing Unit

1.1 Thika Water and Sewerage Company invites sealed tenders from eligible candidates for Supply and Delivery of a Vehicle Mounted Sewer Flushing Unit

1.2 Interested eligible candidates may obtain further information and inspect the tender documents at **the offices of Thika Water and sewerage Company located along Haile Sellasie Road near Chania Falls at room 1** during normal office working hours.

1.3 Prices quoted should be net inclusive of all taxes, and delivery cost, must be in Kenya Shillings and shall remain valid for **120** (One hundred and twenty) days from the closing date of the tender.

1.4 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 located in our offices near the Managing Director's office or if by post to be addressed to:

The Managing Director,
Thika Water and Sewerage Company, P O
Box 6103, Thika.

So as to be received on or before **12.00 noon, 14th January 2019**

1.5 Tenders will be opened immediately thereafter in the presence of the candidate's representatives who choose to attend at the Company's board Room

SIGNED FOR: _____

The Managing Director
Thika Water and Sewerage Company

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 tendered (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 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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document is non-refundable fee of **Kshs.1,000/=** or download the tender documents free of charge from

Thika Water and Sewerage Company Ltd Website
www.thikawater.co.ke. Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to procurement@thikawater.co.ke.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

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 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.

2.5.2 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.

2.6 Amendment of Documents

2.6.1 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.

2.6.2 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 Procuring entity, 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 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.

2.8 Documents Comprising of Tender

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

- 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; and
- d) tender security furnished in accordance with paragraph 2.14

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

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

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 Procuring entity'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 Procuring entity'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

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) Detailed description of the essential technical and performance characteristic of the goods;
- b) List giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- c) Clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) In the case of a successful tenderer, if the tenderer fails:
 - i. To sign the contract in accordance with paragraph 2.27 or
 - ii. To furnish performance security in accordance with paragraph **2.28**

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity 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.

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

2.16.3 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.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes 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,” **12.00noon, 14th January 2019**

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **12.00noon, 14th January, 2019**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, 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

2.19 Modification and Withdrawal of Tenders

2.19.1 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.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. 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.

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

2.19.4 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 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 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.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, and in the location specified in the Invitation to Tender.

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

2.20.2 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.21 Clarification of Tenders

2.21.1 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.

2.21.2 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.

2.22 Preliminary Examination

2.22.1 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.

2.22.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

2.22.3 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 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.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 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.

2.26.2 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.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

2.27.2 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, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 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 Vary quantities

2.27.5 The Procuring entity 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) Procuring entity's Right to accept or Reject any or All Tenders

2.27.6 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

2.28 Notification of Award

2.28.1 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.

2.28.2 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

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security(*where required*) in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 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 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 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;

2.31.2 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.

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

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>All prequalified</i>
2.18.1	<i>14th January, 2019 at 12.00 noon tender closing date</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) “The Goods” means all of the equipment, machinery, and/or other 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.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

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 Procuring entity'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 Procuring entity 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 Procuring entity'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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity 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 Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit Issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 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 Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

3.8.4 The Procuring entity'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 Procuring entity or its representative prior to the equipment delivery.

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

3.9 Packing

3.9.1 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.

3.9.2 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.

3.10 Delivery and Documents

3.10.1 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.

3.11 Insurance

3.11.1 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.

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 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.

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

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

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

3.14. Assignment

3.14.1 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

3.15 Subcontracts

3.15.1 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

3.16 Termination for default

3.16.1 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

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% 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.

3.18 Resolution of Disputes

3.18.1 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

3.18.2 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.

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or 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 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 OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.12.1	<i>Upon delivery of services</i>
3.18.1	<i>Kenyan Courts</i>
3.13.3	Not allowed
3.7.0	Performance security will include bankers cheque, bank gurantee or any other acceptable form of 10% of the contract price

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 procuring entity 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.

5.2 PARTICULARS

List of Goods and Delivery Schedule

Supply and Delivery of 1 No. Vehicle Mounted Flushing Unit

Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
				Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]
						<i>[insert the number of days following the date of effectiveness the Contract]</i>
1. Supply of Flushing Unit mounted flushing unit	1	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
2. Supply of essential spare parts for operation and maintenance of the flushing unit :-			THIWASCO Offices, Haile Selassie Road, Thika.			
a) Lockable aluminum case complete with padlock, clearly written on top spare parts	1	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
b) Complete set of bearings for mounting the High Pressure Pump propulsion system	2	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
c) Complete set of bearings for mounting the Vacuum Pump propulsion system	2	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
d) Pneumatic Clutches/Drive for the High Pressure Pump propulsion	2	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
e) Pneumatic Clutches/Drive for the Vacuum Pump propulsion system	2	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
f) High Pressure System pressure regulation/safety/control valve	2	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
g) DN25 / minimum working pressure 150 bars High Pressure jetting nozzles	8	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	

h)Set of water filters for high pressure system	4	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
i) Cleaning nozzle DN 13 (½”inch).	4	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
j) Supply Non Collapsible suction hoses 3m each of DN 100 with perrot	10	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
k) High pressure hose 120m DN25	5	No	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
l) High pressure hose 60m DN13	4	No	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
m) Hydrant filling hose DN63 of 50m	2	No	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
n) High pressure pump WP 150 Bars, 106 KW, 330 l/min, DN32 the same as the one installed in the Flushing Vehicle.	1	No	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
o) Hydraulic pump the same as the one installed in the flushing vehicle	1	No	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
p) Removable halogen floodlight 30m long with flexible cable.	2	No	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
r) Aluminum alloy Hydrant filling adapter stand DN63	4	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
s)Set of mechanical contamination prevention filter	4	No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	
t) Any other spares the bidder may deem essential according to the design of the offered product in bid-(please give list with quantity and price in the same with the BOQ).		No.	THIWASCO Offices, Haile Selassie Road, Thika.	Immediately after bid acceptance	4 months after contract effectiveness	

Signature of tenderer -----

6 TECHNICAL SPECIFICATIONS

6.1 General

1. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
2. Tenderers must indicate on the specifications sheets whether the equipment or goods offered comply with each specified requirement.
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 **Thika Water and Sewerage Company Ltd** reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
4. The tenderers are requested to present information along with their offers as follows:
 - i) Shortest Possible period of each product
 - ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

TECHNICAL SPECIFICATIONS

SUPPLY AND DELIVERY OF 1NO. VEHICLE MOUNTED SEWER FLUSHING UNIT

1. General

- 1.1. These specification describes the basic requirements of goods. Bidders are requested to submit with their offers the detail specifications, drawings, catalogues, etc. for the products they intend to supply.
- 1.2. Bidders must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 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 details in writing with the offer, with supporting data such as calculation sheets, etc. the procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 1.4. The Bidders are requested to present information along with their offers as follows:
Information on proper representative and/or workshop for back-up services/repair and maintenance including their names and addresses

2. Equipment Description

2.1. Function

This equipment is a Flushing Unit mounted super structure unit with secondary drive unit that is operated in the same manner as for any gear shifting capable of carrying out the following tasks.

- (i) Rinsing of pipelines, drainage pipes, household connections, small and large canals and clearing of small and large sewerage lines.
- (ii) Suction of sludge, soiling and residual from pits, canals, grease separators, tanks and industrial rooms.
- (iii) Cleaning and spraying of canal covers, strainer baskets, separators, pits, tanks, concrete surfaces and all accessible surfaces that can be cleaned with a high-pressure jet spraying systems.
- (iv) Clearing of incrustations, cutting of roots in canals or drainage/sewerage systems using corresponding compressed water tools.

2.2. Construction

(i) *Chassis*

The superstructure is mounted on a series production chassis capable of carrying min. 3,000-litre water tank, high-pressure pump, vacuum pump, hydraulic pump, a hose reel drum mounted at the back of the tank complete with hydraulic motor drive unit, 120-metre (split into 60 metres) long high-pressure hose and the associated accessories. The total weight being within the specified framework of permissible axle loads according to Government of Kenya Traffic Act.

3. Equipment Systems

3.1 The equipment should have the following working system: -

(i) *High pressure rinsing system.*

The system consists mainly of a water tank, high-pressure pump capable of developing a minimum pressure 150 bars, high-pressure hoses as well as various fittings. The water tank is filled by means of hydrant connections size DN 63 that matches with the supplied Hydrant filling hose as in List of Goods and Delivery Schedule Specification, Description of goods item No.14 Item (n). The filling level must be checked by means of an inspection window.

The high-pressure pump is bearing mounted laterally to a support frame and is driven by means of the secondary drive unit of the Flushing Unit in connection with a pneumatic clutch, V-belts transmission and universal joint propeller shaft.

The water pressure will be adjusted by means of a control valve and be checked by a manometer located at the rear operator stand. This is also where the (RPM) revolutions per minute can be monitored and adjusted.

A rotating sewer line rinsing hose drum is mounted on the drain flap on the sludge chamber. The drum will be designed to carry a 120-meter, high pressure hose of DN25 with an automatic hose winding system.

A hand operated spray gun or nozzle with full atomized jet for unclogging of conduits and canals; hose reel will also be located on the rear right hand side of the Flushing Unit. The hose reel will be 60m high pressure pipe of DN13.

3.2 *Tank suction and evacuation system with safety accessories.*

The suction tank will be operated on the basis of the vacuum principle. The necessary operating vacuum pressure will be created by means of a rotary vacuum pump, which can also function as a pressure pump by switching the multiple slide gate valves. An excess pressure valve will be integrated to protect the tank against excess pressure.

This valve will be adjusted to 0.5-bar, which means the valve is actuated as soon as this pressure is reached. An electro-pneumatic turning switch is to be installed at the operators stand to help operate the multipurpose slide gate valve.

An overfilling prevention unit is to be built into the tank crown to protect the vacuum pump from excessive suction. This will be in the form of a float ball on line with the vacuum pump.

The same type of float ball will be included in the safety pot as additional safety device to protect the vacuum pump against soiling and water in case the overfilling prevention unit is clogged or tightly sealed. A preliminary suction filter is installed in a position prior to entry of the line into the vacuum pump as a third safety device.

The flow of exhaust air of the vacuum pump will be conveyed into the open through an exhaust muffler and oil separator. The vacuum pump will be water cooled by means of a water cooler with an electric fan as well as a circulation pump.

3.3 Tank draining system

The tank will be drained using several different methods depending on the viscosity of the medium.

- (a) Water and light sludge will be drained by gravity through the rear drain flap.
- (b) Low viscosity materials will be drained by means of a pressure cushion of approx. 0.2 to 0.3 bar of excess pressure.
- (c) The tank construction will be fabricated from a 6mm (minimum) thick plate and be a cylindrical steel container with convex floors and solid door. The partitioning, head and rear of the tank will be fabricated from an 8mm (minimum) thick plate. It will rest on a hot galvanized sub frame. The total volume will be 3m³ but partitioned into two compartments.

One compartment will carry sludge waste-water (1m³) pumped through the vacuum pump while the other will be clean water filled through the water distribution hydrant system (2m³)

The tank will also have an overfilling prevention unit, inspection windows, safety equipment and door seals.

The painting on the inside will include sand blasting, crossed coats of primer, coatings of bitumen resins for protection against corrosion and rust. Outside sand blasting crossed coats of primer, epoxy synthetic enamel final paint.

2No. sirens complete with beacon lights will be fixed at the rear end of the tank and the other one on the front cabin.

The tank door should be hydraulically operated and suspended on hinges so that it opens upwards. The sealed tightness of the door will be achieved by a special profile seal in connection with mushroom head anchor screws.

4. Installation of parts on superstructure

All components that will not be attached to the superstructure will be delivered with a separate delivery note.

4.1 *Anchoring the compressor*

The site chosen for installation of the high-pressure pump vacuum pump in the Flushing Unit should be easily accessible and safe from falling objects or side objects as it is transported to site. Sufficient room should be available for the connection of the pressure and suction piping.

4.2 *Drive*

Drive transmission will be by articulated shaft, V-belts or coupling but there should be no axial thrust transmitted to the final component drive shaft.

The shaft will be splined and have an inclination of less than 15⁰ (degrees). It may be higher, lower or laterally inclined.

4.3 *Alignment*

The drives must correspond with the arrows on the pumps and must be in exact alignment.

4.4 *Piping*

Stud bolts will be provided to fit welded neck flanges according to standards in the country. These standards should be applicable locally for ease of spares sourcing. The pipes used should have a non-corrosive inner surface.

The suction pipe must rise towards the pump. At its lowest point, a condensation trap with a drain cock should be fitted. If no provisions are made to allow condensation to drain off, the water will enter the compressor vacuum pump and cause a sudden surge when the machine is started thereby fracturing the rotor or the vanes. Pipe sizing should be done by putting into consideration factors like flow, erosion, acceleration head and pressure losses.

4.5 *Mechanical contamination prevention filter*

The filter should be vacuum tight and should be installed in the suction pipe. Attention should be paid to the direction of flow. It should also be easily accessible for cleaning and demounting.

4.6 *Air inlet valve*

It should be placed firmly in suction pipe as in 4.5.

4.7 *Air outlet valve*

The non-return valves will be firmly fitted on the outlet valve. The valve should close automatically after the pump stops. It should be placed between the pressure stud and the connection line with the direction of flow well marked on the valve housing.

4.8 *Outlet piping*

The pressure pipe must compensate thermal stress without any direction strain being imposed upon the discharge flange. At the lowest point, a condensation trap with drain cock will be fitted.

4.9 *Thermometer*

For the control of the compression temperature along the exhaust line, a threaded sleeve of ½” (inch) must be mounted.

4.10 *Safety valve*

Regulations for prevention of accidents dictates that a non-closable safety valve be installed on the pressure line. The valve will be required to maintain and disallow pressure from exceeding by 10% (percent).

It must also be capable of releasing all the entire compressed air delivered by the compressor.

It must also precede all other fittings on the delivery side.

The valve will be secured in a position out of normal reach to prevent any accidental alterations of the pressure setting.

4.11 *Silencer*

The whistling sound produced by the compressor will be effectively reduced with a silencer fitted as near as possible to the exit port. This will avoid reverberations in the pressure line.

It should also be installed in a way that the condensation outlets are easily accessed.

4.12 *Water cooler*

The water pump and radiator will be installed in an easily accessible position. The cooler should run the system at a temperature lower than 60⁰ (degrees).

5. Inspection of Equipment at point of manufacture before shipment/freight to the purchaser

5.10 The equipment will be may be subjected to confirmation inspection and testing by 3No. Thika Water & Sewerage Water Company officials at point of manufacture to confirm adherence to specifications before shipment or freight to the purchaser at THIWASCO cost.

6. Supply of spare parts for Operation and Maintenance of Equipment as listed in Specifications and BOQ

6.10 The equipment will be supplied together with essential spare parts for operation and maintenance as listed in the Specifications and BOQ-**The bidder is also be allowed to add any other spares that are essential according to the design of the equipment provided in the bid and not in the provided list, as part of bid.**

7. Training on operation and maintenance

7.10 The supplier will provide a 40hr training program to 5 No. technical staff for the operation and maintenance staff including training manuals and operation & maintenance manuals at the bidders cost.

8. Warranties

8.10 The bidder will provide certified warranties for the vehicle and Sewer flushing unit plant Equipment

SUPPLY AND DELIVERY OF 1NO. VEHICLE MOUNTED FLUSHING UNIT

SPECIFICATION NO.1		
DESCRIPTION: FLUSHING UNIT VEHICLE		
BID NO.	QTY: 1NO.	
BIDDER'S Column to be completed by ALL BIDDERS		
SPECIFICATION	REQUIREMENT	BIDDER'S OFFER
1. ENGINE FOR THE FLUSHING UNIT VEHICLE		
Make of engine	.....	.....
Model	.....	.....
Country of origin	.....	.....
Manufacture's literature and specification supplied	Yes (Mandatory)	..... (Y/N)
Engine performance curves supplied	Yes	..... (Y/N)
Engine type	4 stroke, diesel	..... (Y/N)
Engine cooling system	Water	.....
Piston displacement	2900 cc.-6000 cc	.....cc
Rated power, minimum.	70Kw	.....Kw

Engine speed at rated power, minimum.	1000 rpm	.....rpm
Maximum torque developed, minimum	430 Nm	.....Nm
Engine speed at rated torque, minimum	1600 rpm	.....rpm
Air cleaner type	Disposable	
Oil and fuel filter type	Disposable	.....
Most suitable for trunk main sewer cleaning	Yes	(Y/N)
Supplied new.	Yes	..... (Y/N)
Capable of operating in tropical conditions	Yes	..... (Y/N)
Fuel tank capacity, minimum	100 Litres	.....litres
Timing belt warning	Yes	Yes/No
2. TRANSMISSION & CLUTCH		
Clutch type: dry ,single plate	Yes	Yes/No.
System actuation	Hydraulic (Specify)	.....
Manual /or Automatic, synchromesh gearbox	Specify	Yes/No
Number of speeds, min.	6F, 1R (Minimum)	Specify
Gear shift	Floor board	Yes/No
Drive configuration	4WD (Minimum)	Specify
Freewheeling hubs, mechanical	Yes	Yes/No
Differential lock provided	Yes	Yes/No
SPECIFICATION NO.1		
DESCRIPTION: VEHICLE MOUNTED FLUSHING UNIT		
BID NO.	QTY: 2NO.	
BIDDER'S Column to be completed by ALL BIDDERS		
3. WEIGHTS AND DIMENSIONS		
SPECIFICATION	REQUIREMENT	BIDDER'S OFFER
a) Overall length, approx.	5935mm	.....mm
b) Overall width approx.	2,025mm	.....mm
c) Overall height, approx	2195mm	.....mm
d) Operating weight	Specify	.....Kg
e) Sludge tank capacity	1,000 ltr	.....ltr

f)	Cleaning water tank capacity	2,000 ltr	.....ltr
g)	Total axle loads (rear) minimum	6,000Kg	.....Kg

4 TRANSMISSION AND FINAL DRIVE

a)	Hydrostatic main transmission	Yes	..... (Y/N)
b)	Maximum on load speed	100Km/h	.....Km/h

5 WHEELS AND BRAKES

a)	Rear wheels: non-skid type	Yes	..... (Y/N)
b)	Total number of wheels.	Specify	.....
c)	Spare wheels	One	..... (Y/N)

d)	Wheel size	Specify	.....
e)	Hydraulic Vacuum Assisted 2 circuit split system.	Yes	..... (Y/N)

6. STEERING

a)	Frame articulation type	Yes	..... (Y/N)
b)	Hydraulic Power Steering	Yes	.....(Y/N)
c)	Steering angle approx.	Specify	.....Degrees
d)	Flushing Unit Turning radius: Outside approx. Inside approx.	Specify Specifymmmm

7. CAB

a)	Drivers cabin to offer excellent visibility and comfort.	Yes (Y/N)
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8. ELECTRICAL SYSTEM AND INSTRUMENTS

a)	System voltage/negative earth/alternator charging.	Yes (Y/N)
b)	Battery capacity, approx.	Specify	..... Ah
c)	Hour meters for Vacuum Pump and Pressure Pump	Yes	..... (Y/N)
d)	Fuel gauge	Yes	..... (Y/N)

e)	Water temperature gauge	Yes	..... (Y/N)
f)	Panel Lamp	Yes	..... (Y/N)
g)	Battery charging lamp	Yes	..... (Y/N)
h)	Engine oil pressure lamp	Yes	..... (Y/N)
i)	Parking brake lamp	Yes	..... (Y/N)
j)	Ammeter	Yes	..... (Y/N)
k)	Horn	Yes	..... (Y/N)

9 WARRANTY

a)	Equipment supplied to be covered by manufacturer's warranty for 12 months.		
b)	First and Second FREE service including materials	Yes (Mandatory)	..... (Y/N)

SPECIFICATION NO.1

DESCRIPTION: VEHICLE MOUNTED FLUSHING UNIT

BID NO.

QTY: 2NO.

BIDDER'S Column to be completed by ALL BIDDERS

10 HIGH PRESSURE PUMP

SPECIFICATION	REQUIREMENT	BIDDER'S OFFER
a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Bearing mounted laterally to support frame	Yes	..... (Y/N)
e) Water cooled	Yes	..... (Y/N)
f) Number of plungers	Specify	..... No.
g) Positive displacement cycles	Yes	..... (Y/N)
h) Pump rated power output (HP), approx.	106Kw	..... Kw
i) Minimum pressure	150 bar	.....bar
j) Scavenging capacity approx.	330 l/min	.....l/m

k)	Piping fittings	DN32	..... (Y/N)
l)	Suctions filter with SS strainer DN80	Yes	..... (Y/N)
m)	Pump performance curves supplied	Yes	..... (Y/N)
n)	Pump/flow pipes with shut off	Yes	..... (Y/N)
o)	Pump actuated from control panel	Yes	..... (Y/N)
p)	Pump driven by shafts/V-belt	Specify	.....
q)	Piston displacement, approx.	Specify	.....cc
r)	Overall weight, approx	Specify	.....Kg

SPECIFICATION NO.1		
DESCRIPTION: VEHICLE MOUNTED FLUSHING UNIT		
BID NO.		QTY: 1 NO.
BIDDER'S Column to be completed by ALL BIDDERS		
SPECIFICATION	REQUIREMENT	BIDDER'S OFFER
11. VACUUM PUMP		
a) Make:	Specify	.....
b) Model	Specify	.....
c) Country of origin	Specify	.....
d) Suction capacity	450m ³ /hr	.....m ³ /hr
e) Driving power approx.	30KW	.....KW
f) Driven by shafts/belt system	Specify	.....
g) Pump actuated from control panel	Yes	..... (Y/N)
h) Pump piping by DN100	Yes	..... (Y/N)
i) Pump fitted with protection separator	Yes	..... (Y/N)
j) Pump fitted with pneumatic suction switch	Yes	..... (Y/N)
k) Rubber buffer fitted	Yes	..... (Y/N)
l) Overfilling suction dome protected	Yes	..... (Y/N)
m) Overall weight, approx	Specify	.....Kg

SPECIFICATION NO.1		
DESCRIPTION: VEHICLE MOUNTED FLUSHING UNIT		
BID NO.		QTY: 2NO.
BIDDER'S Column to be completed by ALL BIDDERS		
SPECIFICATION	REQUIREMENT	BIDDER'S OFFER
12. Supply of essential spare parts for operation and maintenance of the flushing unit		
a)The spare parts (Except the high pressure pump) to be in a lockable aluminum case complete with padlock, clearly on top written spare parts;	Yes	..... (Y/N)
b) Complete set of bearings for mounting the High Pressure Pump propulsion system -2No.	Yes	..... (Y/N)
c) Complete set of bearings for mounting the Vacuum Pump propulsion system-2No.	Yes	..... (Y/N)
d) Pneumatic Clutches/Drive for the High Pressure Pump propulsion 2N0 Country of origin	Yes	..... (Y/N)
e) Pneumatic Clutches/Drive for the Vacuum Pump propulsion system 2No.	Yes	..... (Y/N)
f) High Pressure System pressure regulation/safety/control valve 2No.	Yes	..... (Y/N)
g) DN25 High Pressure jetting nozzles working pressure 150 bars 8No.	Yes	..... (Y/N)
h) Cleaning nozzle DN 13 (½"inch)-4 No.	Yes	.....(Y/N)
i) Set of water filters for high pressure system 4No.	Yes	..... (Y/N)
j) Set of mechanical contamination prevention filters 4No.	Yes	..... (Y/N)
k) Supply10 (Ten) Non collapsible suction hoses 3m each of DN100 with perrot.	Yes	.....(Y/N)
l) High pressure hose 120m DN25 5 No.	Yes	.....(Y/N)
m) High pressure hose 60m DN13 4 No.	Yes	.....(Y/N)
n) Hydrant filling hose DN63 of 50m 4 No.	Yes	.....(Y/N)
o) Aluminum alloy Hydrant filling adapter stand DN63 4 No.	Yes	.....(Y/N)

p) High pressure pump WP 150 Bars, 106 KW, 330 l/min, DN32 the same as the one installed in the Flushing Vehicle.-1 No	Yes	.....(Y/N)
r) Hydraulic pump the same as the one installed in the flushing vehicle-1 No.	Yes	.....(Y/N)
s) Removable halogen floodlight 30m long flexible cable.2 No.	Yes	.....(Y/N)
t)Any other spares the bidder may deem essential according to the design of the offered product in bid-(please give list with quantity and price in the format given in the BOQ).	Yes	..... (Y/N)
13 SPARES, AGENCY, PAST EXPERIENCE		
d) Availability of spares	Indicate equipment dealers who stock spare parts	....................
e) Names and address of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	...............
f) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	..... (Y/N)
g) Names of organizations that have been supplied with similar equipment.	Yes	..........
h) Attach documentation proof of local representative and /or workshop for backup services/repair and maintenance including their names and addresses.	Yes (Must)	..... .....

SECTION VI - SCHEDULE OF REQUIREMENTS

No.	Description	Units	Unit Of Issue	Amount	Delivery Period
1.	Supply and Delivery of 1no. Vehicle Mounted Sewer Flushing Unit	No.	1		.....WEEKS /MONTHS
TOTAL					

Total sum carried to form of tender-----

Signature of Tenderer -----

EVALUATION CRITERIA - SUPPLY AND DELIVERY OF 1 NO. VEHICLE MOUNTED FLUSHING UNIT

Item	Description	Score
A	Mandatory Requirements	
1.	Provide copy of Company incorporation / Registration Certificate.	✓
2.	Current valid Trade License/Local Authority Permit	✓
3.	Bid security of Ksh.20, 000.00 from reputable Commercial Bank or approved insurance company by PPRA and shall be valid for 120 days from date of tender opening.	✓
4.	Provide a copy of Valid Company Tax compliance certificate.	✓
5.	Bidders shall prepare and submit two copies marked clearly "ORIGINAL BID" and "COPY BID".	✓
6.	Bidders MUST serialize EVERY page of the bid document submitte	✓
	Note: A firm lacking in any of the above details shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage	
B	Technical Evaluation stage-Evaluation requirements	
1.	Financial Status of the Company	
a)	Analysis of the provided audited accounts for the last two (2) financial years 2015-2016,2017-2018	5
b)	Provide letter of authority to seek references from tenderer's bank (letters addressed to specific Banks giving authority to the Client to verify the bank statement).	5
2.	Experience of Work	10
a)	Proof of work of similar magnitude undertaken in the last five years. Attach prove copies of completion certificate, letters of awards, LPOs/LSOs.	
3.	Operational Evaluation (Technical specifications)	
a)	Vehicle Mounted Sewer Flushing Unit Complete	
1	Specification No.1	
1.1	Engine for the flushing unit vehicle	10
1.2	Transmission & Clutch	5
1.3	Weights And Dimensions	5
1.4	Transmission And Final Drive	5
1.5	Wheels And Brakes	5
1.6	Steering	2.5

1.7	Cab	2.5
1.8	Electrical System And Instruments	5
1.9	Warranty	5
1.10	High Pressure Pump	10
1.11	Vacuum Pump	10
1.12	Supply of essential spare parts	5
1.13	Spares, Agency, Past Experience	5
4.	Litigation History	
	Attach list of disputes, name of contract, type of resolution method, date of dispute, settlement and amount in dispute if any. Please note that this will be verified independently and non-disclosure found out shall lead to disqualification of tender.	5

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. Tender Security Form - When required by the tender documents the Tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. 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.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. 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.

FORM OF TENDER

Date _____
Tender No. _____

To:
Thika Water and Sewerage Company
P O Box 6103 - 01000 Thika

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 deliver, install and commission (..... *(insert equipment 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 install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to a bid 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.

5. 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.

6. 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 _____

8.2 **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 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

.....

VAT Certificate No.....

Tax Compliance Certificate No.....

PIN Certificate No.....

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.														
<p>Part 2 (c) – Registered Company Private or Public </p> <p>State the nominal and issued capital of company- Nominal Kshs. Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; text-align: center;">Name</td> <td style="width: 50%; text-align: center;">Nationality</td> </tr> <tr> <td style="text-align: center;">Citizenship Details</td> <td style="text-align: center;">Shares</td> </tr> <tr> <td>1.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> </tr> <tr> <td>5</td> <td>.....</td> </tr> </table>			Name	Nationality	Citizenship Details	Shares	1.....	2.	3.	4.	5
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. Attach all necessary Copies

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated
..... [date of submission of tender] for the supply, installation and
commissioning of[name and/or description of the
equipment]/(hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by these
presents that WE of having
our registered office at (hereinafter called “the Bank”),
are bound unto [name of Procuring entity} (hereinafter
called “the Procuring entity”) in the sum of for
which payment well and truly to be made to the said Procuring entity,
the Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this _____
_____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

This 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 date.

*[signature of the bank]*_____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between *[name of Procurement entity]* of *[country of Procurement entity]* (here in after called “the Procuring entity) of the one part and *[name of tenderer]* of *[city and country of tenderer]* (here in after called “the tenderer”) of the other part;

WHEREAS the Procuring entity 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]* (here in after called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer
 - (b) The Schedule of Requirements
 - (c) The Technical Specifications
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of contract; and
 - (f) The Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity 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 where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity
Signed, sealed, delivered by _____ the _____ (for the tenderer in the
presence of

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

WHEREAS [*Name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No _____ [*Reference number of the contract*] dated 20 supply [*Description of goods*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified there in as security for compliance with the Tenderer 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 figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you 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 _____

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[Name of procuring entity]

[Name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,.....*[name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the Procuring entity 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 institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity 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 there-under or of any of the Contract documents which may be made between the Procuring entity 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 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*]

8.7 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 competent person.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 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*) ofdated the...day of20.....in the matter of Tender No.....of20... **REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address:
Physical address.....Fax

No.....Tel. No.....Email, hereby request the Public Procurement
Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

1.

2.

e.t.c.

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

1.

2.

e.t.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.