



**THIKA WATER AND SEWERAGE COMPANY LIMITED**

**(THIWASCO)**

**TENDER NO: THIWASCO/021/2020-2022**

**TENDER FOR**

**PROVISION OF ASSET TAGGING SERVICES & BAR  
CODING**

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

**(2020-2022)**

**CLOSING DATE: 22<sup>ND</sup> JUNE 2020 AT 11.00AM**

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**Date 27<sup>th</sup> May 2020**

**Tender REF No. (THIWASCO-021/2020-2022)**

**Tender name: (TENDER FOR PROVISION OF ASSET TAGGING SERVICES)  
Reserved for: Women, Youth and PWDs**

- 1.1 The 1.1 Thika Water and Sewerage Company Ltd (THIWASCO) invites sealed tenders from eligible candidates for the tender (*for provision of asset tagging & bar coding services*).
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at (**Thika Water and Sewerage Company located along Haile Selassie Road near Chania Falls**) during normal working hours during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of *kshs. 1,000.00* through bankers cheque or through deposit to the bank (**THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH**).*Tender documents code-027*) or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website [www.thikawater.co.ke](http://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](mailto:procurement@thikawater.co.ke).
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of (120) days from the closing date of the tender.
- 1.1 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at (**our offices near the Procurement office or if by post to be addressed to:**  
**Managing Director,**  
**Thika Water and Sewerage Company,**  
**P O Box 6103 - 01000,**  
**Thika.**  
**So as to be received on or before Monday, 22<sup>nd</sup> June 2020 at 11.00 am**

- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **Thika Water and Sewerage Company Ltd Main Offices near Blue Post Hotel**

## **SECTION II – INSTRUCTIONS TO TENDERERS**

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**2.2.2** The price to be charged for the tender document shall not exceed Kshs.5,000/=

**2.2.3** The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of tender documents**

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the 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 who have received the tender documents”

- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

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

(d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**



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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security(Tender Securing Declaration Form)**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the 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 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after 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 nonresponsive.

2.13.2 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 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

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

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

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

## 2.15 Sealing and Marking of Tenders

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

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing),”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity 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 Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## 2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15.

A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

2.17.5 The procuring entity 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 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...(*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the 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 shall be sought, offered, or permitted.

2.19.2 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 tenderer's tender.

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the 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.

2.20.5 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 nonconformity.

## 2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## 2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they

wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

### **2.23. Contacting the procuring entity**

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

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

### **2.24 Award of Contract**

#### **a) Post qualification**

2.24.1 In the absence of pre-qualification, the 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.

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the 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**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

**2.25 Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12



## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

## **2.27 Performance Security**

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

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

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The 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;

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

ITT	Particulars of appendix to instructions to tenderers																										
2.1	Eligible Particulars of eligible tenderers: <b>Special Group</b>																										
2.3	Complete manual tender document may be obtained by interested candidates upon payment of a non-refundable fee of (Kshs.1,000.00) ( <b>THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH</b> ). <i>Tender documents code-027</i> ) or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website <a href="http://www.thikawater.co.ke">www.thikawater.co.ke</a> . Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to <a href="mailto:procurement@thikawater.co.ke">procurement@thikawater.co.ke</a> .																										
2.7	Language of tender: <b>Documents prepared by the tenderer shall be written in English</b> language																										
2.11	Prices shall be fixed quoted in <b>Kenya Shillings</b>																										
2.12	Tender eligibility and qualifications: Refer to the Evaluation Criteria																										
2.14	Form of tender security: <b>Tenderer shall furnish a tender securing declaration form (Attached) in section VIII (8.3)</b>																										
2.15.1	Validity of tender period : <b>shall be 120 days</b>																										
2.17.2 b)	Day, Date and time of closing:22 <sup>nd</sup> June 2020 at 11.00am																										
2.18	Deadline for submission of tenders: 22 <sup>nd</sup> June 2020 at 11.00am																										
2.20	Opening of tenders: 22 <sup>nd</sup> June 2020 at 11.00am																										
2.24	<p><b><u>Evaluation Criteria</u></b></p> <p><b>A. Mandatory requirements</b></p> <table border="1" data-bbox="215 1461 1406 1915"> <thead> <tr> <th data-bbox="215 1461 305 1507">S/NO</th> <th data-bbox="305 1461 1086 1507">Mandatory Requirements</th> <th data-bbox="1086 1461 1248 1507">YES</th> <th data-bbox="1248 1461 1406 1507">NO</th> </tr> </thead> <tbody> <tr> <td data-bbox="215 1507 305 1587">A1.</td> <td data-bbox="305 1507 1086 1587">Must submit a copy of certificate of Registration / Incorporation</td> <td data-bbox="1086 1507 1248 1587"></td> <td data-bbox="1248 1507 1406 1587"></td> </tr> <tr> <td data-bbox="215 1587 305 1633">A2.</td> <td data-bbox="305 1587 1086 1633">Complete and sign tender securing declaration form</td> <td data-bbox="1086 1587 1248 1633"></td> <td data-bbox="1248 1587 1406 1633"></td> </tr> <tr> <td data-bbox="215 1633 305 1759">A3.</td> <td data-bbox="305 1633 1086 1759">Must submit a copy of valid tax compliance certificate or Tax-Exempt Certificate from Kenya Revenue Authority where applicable</td> <td data-bbox="1086 1633 1248 1759"></td> <td data-bbox="1248 1633 1406 1759"></td> </tr> <tr> <td data-bbox="215 1759 305 1877">A4.</td> <td data-bbox="305 1759 1086 1877">Certificate of registration of youth, women &amp; persons with disability owned enterprises issued by national treasury (attach copy)</td> <td data-bbox="1086 1759 1248 1877"></td> <td data-bbox="1248 1759 1406 1877"></td> </tr> <tr> <td data-bbox="215 1877 305 1915">A5.</td> <td data-bbox="305 1877 1086 1915">A valid and current County Business Permit</td> <td data-bbox="1086 1877 1248 1915"></td> <td data-bbox="1248 1877 1406 1915"></td> </tr> </tbody> </table>			S/NO	Mandatory Requirements	YES	NO	A1.	Must submit a copy of certificate of Registration / Incorporation			A2.	Complete and sign tender securing declaration form			A3.	Must submit a copy of valid tax compliance certificate or Tax-Exempt Certificate from Kenya Revenue Authority where applicable			A4.	Certificate of registration of youth, women & persons with disability owned enterprises issued by national treasury (attach copy)			A5.	A valid and current County Business Permit		
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A6.	Must submit the Company background/profile		
A7.	National ID Copies for owner (s) of the tendering company		
A8.	Must submit a dully filled and stamped confidential business questionnaire in the format provided		
A9.	Must fill and sign the price schedule in the format provided		
A10.	Must fill and sign the form of tender in the format provided		
A11.	Submit two copies of tender documents-The original must include the original tender document duly filled, each page numbered and initialed including all the attachments thereof. The same to be done with the copy.		

**Note: Noncompliance with any MANDATORY requirement will automatically result in disqualification.**

### B. Technical Evaluation criteria

Technical requirements	Score
Structure of the company well provided	5
Bidder strategic direction and background of project	5
Document organization & Work plan Presentation	10
Methodology Project plan to include time frames, deliverables, milestones, manpower requirements etc	10
Staff Experience and Qualifications	
Projects manager, must have an IT/Finance/Accounting or related Degree Attach Cv,s. and should have 3years or more experience in implementing such systems.	15
At least 2 Technical staff and must have an IT/Finance/Accounting or related Degree and at least 2years experience, if Diploma Level, then at least 3 years' experience will be required. Attach Cv,	15
Physical tagging (Sample meeting Requirements)	10
Conformity to data base System requirements	10
Conformity to Scanner requirements/Specifications	10
Technical Support services	10
<b>GRAND TOTAL</b>	<b>100</b>
<b>Notes:</b> 1. The minimum technical score required to pass in this stage is 70 points.  2. The tender shall be awarded based on the following; - Firms who scores 70% and above shall proceed for financial evaluation and the tenderer with the lowest evaluated financial price will be considered for award. -In case of a tie competitive bidding shall apply.	

2.24 b Award Criteria;

Award will be made to the lowest evaluated bidder  
 In case of a tie competitive bidding shall be applied.

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

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

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between the 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right’s**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either

replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

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

### **3.10 Termination for Default**

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 provide any or all of the services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

### **3.15 Governing Language**

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



### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable <b>N/A</b>
3.6	Payments will be made on after the services have been rendered
3.7	Specify price adjustments allowed <b>NONE</b>
3.8	Specify resolution of disputes <b>ARBITRATION</b>
3.9	Specify applicable law. <b>LAWS OF KENYA</b>
3.10	Notices shall be addressed and delivered to: <b>MANAGING DIRECTOR THIKA WATER AND SEWERAGE COMPANY LTD, P.O. BOX 6103 - 00100, THIKA – KENYA.</b>

#### Other conditions

1. Prices quoted should be valid for a period of 12 months
2. Orders will be issued as and when required through issuance of a Local Service order

## SECTION V – SCHEDULE OF REQUIREMENTS

No	Description	Quantity
1.	Laptops	17
2.	Desktops computers	57
3.	Office Desks	35
4.	Executive Chairs	70
5.	Executive Bookshelves	7
6.	Fire-Proof Cabinets	5
7.	Water Dispensers	3
8.	IP Desk Phones/Panasonic	18
9.	Coat Hangers	3
10.	Printers	24
11.	Coffee Table	1
12.	Four way Workstations	6
13.	Orthopedic Executive Chairs	6
14.	Fan	3
15.	Projector	3
16.	Reception Desk	1
17.	Visitors Chairs	38
18.	TV	3
19.	Conference Table	1
20.	Conference Chairs	8
21.	Shredder	3
22.	Secretarial Desks	3
23.	Fridge	2
24.	Microwaves	2
25.	Cabinets	17
26.	Heavy duty Printers	2
27.	In-Trays	8
28.	Ordinary Chairs	17
29.	Server	1
30.	Metallic 4 drawer cabinets	1
31.	Motor vehicles	17
32.	Motorcycles	27
33.	Welding machine-T/works	1
34.	Hydrolic pressure-workshop	1
35.	Butt fusion machines	1
36.	Rota machine	1
37.	Lawn mower	1
38.	630KVA generator T/Works	1
39.	100KVA generator Thika river	1
40.	6.5 kw generator-portable	1
41.	Welding generator-portable	1
42.	Dewatering pumps gasol-portable	3
43.	3 phase dewatering pumps-portable	2

44.	110kw motors complete with pumps-Main pump house	5
45.	22kw motors complete with pumps- Main pump house	4
46.	55kw motors complete with pumps- Main pump house	1
47.	125kw motors complete with pumps-old pump house	2
50.	55kw motor complete with pumps-old pump house	1
51.	15kw motor complete with pump-Thika river	3
52.	55kw motors complete with pump-Ngoingwa pumping station	2
53.	Motor complete with pump-old sewerage	2
54.	Hydraulic pressure-workshop	1
55.	Butt fusion machine	1
56.	Rota machine	1
57.	Grass mowers	1
58.	BOD5 meter	1
59.	Turbidimeter and TSS meter	1
60.	Cod thermol reactor meter	1
61.	Cod vario photometer	1
62.	Bod cooled Incubator 140l	1
63.	Ph meter	1
64.	Sampling cans	1
65.	Complete Drawing cup with handle	1
66.	Imoff cone	1
67.	Photometer	1
68.	Spectrophotometer	1
69.	Turbidimeter	1
70.	Conductivity meter	1
71.	Flocculator-six stirrers	1
72.	Incubator	1
73.	Fridge	1
74.	Autoclave	1
75.	Flame photometer	1
76.	Photometer	1
77.	Hot air oven	1
78.	Weighing balance	1
79.	Hot plate	1
79.	Colony counter	1
80.	Dissolved oxygen meter	1
81.	Distiller	1
82.	Multi-purpose ph meter-ph,tds	1

## SECTION VI DESCRIPTION OF SERVICES

### Technical specifications

#### **ASSET LABELLING (TAGGING) AND BAR CODING FOR THIKA WATER AND SEWERAGE COMPANY LTD (THIWASCO)**

##### **1. BACKGROUND**

THIWASCO is a public company established through the Water Act, 2002 by Athi Water Services Board. Its core business is provision of water and sewerage services within Thika Town and its environs.

##### **2. PURPOSE OF ASSET LABELLING AND BAR CODING**

THIWASCO seeks services for Asset labelling and bar coding to ensure accuracy, ease of use, inventory management (asset database/register) and security of the assets. Labelling asset components enables clear identification for maintenance and operation activities.

The Location code, stored in the QR code, enables scanning devices to identify location (and therefore the asset component) for maintenance and operation activities.

In general terms all assets components shall be labelled and bar coded.

##### **2.1 LABEL CATEGORY**

- Asset Identification

##### **2.2 IDENTIFICATION LABEL**

<b>Label Item</b>		<b>Label Item Description</b>
Location Description		Uniquely describes the asset component location
Location Code		Unique identifier of the asset component location
Asset Tag Number		Links to the equipment
QR Code <sup>2</sup>		Scanning matrix encoded with Location Code

## **SCOPE OF THE ASSIGNMENT**

- a) Establish an asset register (fixed/movable) through a physical count and reconcile the existing THIWASCO register with help from THIWASCO finance staff
- b) Create asset records on the fixed assets system consisting of all relevant fields required in establishing best practice of Fixed Assets management in consultation with THIWASCO.
- c) Ensure assets are labelled with a standard bar code (name, logo and bar code)
- d) Build capacity of THIWASCO asset management team during the implementation
- e) Present the final Fixed Assets Register to THIWASCO in both the soft and hardcopy giving Asset Code, Asset Description, and location among other details. The soft copy provided should be in simple data base with Export/Import to CSV or excel format for ease of data transfer to the ERP system.

### **3.0 SERVICES DURATION/TIME FRAME/TURNAROUND TIME**

THIWASCO expects the assignment to take the shortest time possible. The Consultant is therefore expected to specify the duration the exercise will take up to the submission of the final report but in any case, not later than eight (8) weeks from taking up the assignment.

### **4.0 KEY DELIVERABLES**

- a) **Fixed Assets Inventory Report (FAR):** An inventory report generated of all fixed assets identified, labeled (tagged) and bar coded.

### **5.0 REQUIRED SKILLS AND COMPETENCIES OF THE CONSULTANT/FIRM**

- The firm should have key personnel involved in ASSET TAGGING SERVICES who possess a minimum of Degree in IT/Finance/Accounting or related Degrees
- Minimum experience of two (2) years

#### **5.1 TERMS OF PAYMENT**

Payment will be based on successful completion and submission of the deliverables as per the agreed work plan submitted by the bidder and in line with the signed contract

#### **5.2 AUDITING PROCESS**

The firm will allow THIWASCO the opportunity to assess the process for purposes of maintaining include any deliverables under the service contract.

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

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

## **SECTION VI - STANDARD FORMS**

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



**FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. \_\_\_\_\_ *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity of]*

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

## PRICE SCHEDULE OF SERVICES

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ . Page \_\_\_\_ of \_\_\_\_\_ .

No	Description	Quantity	Unit cost	Total cost	Delivery period
1.	Laptops	17			
2.	Desktops computers	57			
3.	Office Desks	35			
4.	Executive Chairs	70			
5.	Executive Bookshelves	7			
6.	Fire-Proof Cabinets	5			
7.	Water Dispensers	3			
8.	IP Desk Phones/Panasonic	18			
9.	Coat Hangers	3			
10.	Printers	24			
11.	Coffee Table	1			
12.	Four way Workstations	6			
13.	Orthopedic Executive Chairs	6			
14.	Fan	3			
15.	Projector	3			
16.	Reception Desk	1			
17.	Visitors Chairs	38			
18.	TV	3			
19.	Conference Table	1			
20.	Conference Chairs	8			
21.	Shredder	3			
22.	Secretarial Desks	3			
23.	Fridge	2			
24.	Microwaves	2			
25.	Cabinets	17			
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29.	Server	1			
30.	Metallic 4 drawer cabinets	1			
31.	Motor vehicles	17			
32.	Motorcycles	27			
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65.	Complete Drawing cup with handle	1			
66.	Imoff cone	1			
67.	Photometer	1			
68.	Spectrophotometer	1			
69.	Turbidimeter	1			
70.	Conductivity meter	1			
71.	Flocculator-six stirrers	1			
72.	Incubator	1			
73.	Fridge	1			
74.	Autoclave	1			
75.	Flame photometer	1			
76.	Photometer	1			
77.	Hot air oven	1			
78.	Weighing balance	1			
79.	Hot plate	1			

79.	Colony counter	1			
80.	Dissolved oxygen meter	1			
81.	Distiller	1			
82.	Multi-purpose ph meter- ph,tds	1			
	<b>Total cost inclusive of vat</b>				

**Note:**

**Prices quoted should be inclusive of all taxes and delivery.**

**The tender may be awarded in full or in part**

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

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

## 8.1 CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the 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 tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

### 8.3 TENDER SECURING DECLARATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date:

.....  
*[insert **date** (as day, month and year)]*

Bid No.:

.....  
*[insert **number of bidding process**]*

Alternative No.:

.....  
*[insert **identification No if this is a Bid for an alternative**]*

To:

.....  
*[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of *[insert **number of months or years**]* .....starting ..... on ..... *[insert **date**]*, ..... if we are in breach of our obligation(s) under the bid conditions, because we:

- a) have withdrawn our Bid during the period of bid validity specified in the Form of Tender;  
or
- b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
  - (i) Fail or refuse to execute the Contract, if required, or
  - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of:-

- (i) our receipt of your notification to us of the name of the successful Bidder; or
- (ii) twenty-eight days after the expiration of our Tender

Signed:

.....  
*[Insert signature of person whose name and capacity are shown] In the capacity of*

**8.4 PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_ to

supply.....

[Description services](Hereinafter called "the contract")

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

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

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

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

This guarantee is valid until the \_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*



8.5 BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the 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 institution], 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 thereunder 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 and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.6 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

**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.
- etc

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**