



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

**TENDER NO: THIWASCO-033-2020-2022**

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**PROJECT: SUPPLY AND DELIVERY OF VALVES**

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

**(2020-2022)**

**CLOSING DATE: 25<sup>TH</sup> JUNE 2020 AT 10.00AM**

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## SECTION I INVITATION TO TENDER

**TENDER REF NO. THIWASCO 033-2020-2022**  
**TENDER NAME SUPPLY AND DELIVERY VALVES**

- 1.1 The Thika Water & Sewerage Company invites sealed bids from eligible candidates for supply and delivery of valves
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Thika Water Company located at Thika procurement office from 8am-1pm and 2pm to 5pm from Monday to Friday excluding public holidays.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees (*Kshs.1,000.00*) through bank deposit to;  
**(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 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Thika Water Company located outside the procurement office or be addressed to Thika Water Company P.O. Box 6103-01000 Thika so as to be received on or before **Thursday, June 25, 2020 at 10.00am**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Thika Water main Office.
- 1.7 Bidders must serialize their bid documents.

## SECTION II - INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

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

### **2.2 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 shall not exceed Kshs.5,000/=

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) 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 60 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) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a 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) a 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 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 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. 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 unamended 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,” (day, date and time of closing)

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 (day, date and time of closing).

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, 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.

- 2.20.2 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 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 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 tenderer's 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 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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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 risks being debarred from participating in public procurement in Kenya.

ITT	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																																		
2.1.1	Eligible Particulars of eligible tenderers: Open																																		
2.3.2	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> ).Tender documents code-027 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> .																																		
2.10.4	Validity of tender prices shall be 120days from the date of tender opening																																		
2.14.1	Tender security Tenderers shall furnish a tender security of Kshs.20,000.00																																		
2.15.1	Validity of tenders shall be 120 days from the date of tender opening																																		
2.16.1	Submission of tenders shall be Two copies, one original and copy																																		
2.17.2(b)	Thursday, 25 June 2020 at 10.00am																																		
2.18.1	Thursday, 25 June 2020 at 10.00am																																		
2.20	Thursday, 25 June 2020 at 10.00am																																		
2.24	<p>Evaluation and comparison of tenders-as indicated bellow</p> <p style="text-align: center;"><b><u>Evaluation Criteria</u></b></p> <p>1. Preliminary/Mandatory Criteria Bidders should submit copies of the following documents as indicated bellow</p> <table border="1" data-bbox="298 1272 1406 1934"> <thead> <tr> <th data-bbox="298 1272 412 1306">S/No.</th> <th data-bbox="412 1272 1101 1306">REQUIRMENTS</th> <th data-bbox="1101 1272 1263 1306">YES</th> <th data-bbox="1263 1272 1406 1306">NO</th> </tr> </thead> <tbody> <tr> <td data-bbox="298 1306 412 1390">1.</td> <td data-bbox="412 1306 1101 1390">Proof of legal existence (Certificate of registration/incorporation)</td> <td data-bbox="1101 1306 1263 1390"></td> <td data-bbox="1263 1306 1406 1390"></td> </tr> <tr> <td data-bbox="298 1390 412 1423">2.</td> <td data-bbox="412 1390 1101 1423">Valid relevant Business permit</td> <td data-bbox="1101 1390 1263 1423"></td> <td data-bbox="1263 1390 1406 1423"></td> </tr> <tr> <td data-bbox="298 1423 412 1566">3.</td> <td data-bbox="412 1423 1101 1566">Valid Tax compliance certificate from KRA (i.e. not more than 12 months with effect from date of submission of bids)</td> <td data-bbox="1101 1423 1263 1566"></td> <td data-bbox="1263 1423 1406 1566"></td> </tr> <tr> <td data-bbox="298 1566 412 1709">4.</td> <td data-bbox="412 1566 1101 1709">Certificate of Confirmation of Directors and Shareholding (upto date CR12) for limited company or/ an ID Card for Sole Proprietorship/partnership</td> <td data-bbox="1101 1566 1263 1709"></td> <td data-bbox="1263 1566 1406 1709"></td> </tr> <tr> <td data-bbox="298 1709 412 1785">5.</td> <td data-bbox="412 1709 1101 1785">Dully filled, signed and stamped confidential business.</td> <td data-bbox="1101 1709 1263 1785"></td> <td data-bbox="1263 1709 1406 1785"></td> </tr> <tr> <td data-bbox="298 1785 412 1894">6.</td> <td data-bbox="412 1785 1101 1894">Tender Security of Kshs.20,000.00 provided by insurance companies approved by PPRA or other financial institutions.</td> <td data-bbox="1101 1785 1263 1894"></td> <td data-bbox="1263 1785 1406 1894"></td> </tr> <tr> <td data-bbox="298 1894 412 1934">7.</td> <td data-bbox="412 1894 1101 1934">Dully filled, signed and stamped form of tender</td> <td data-bbox="1101 1894 1263 1934"></td> <td data-bbox="1263 1894 1406 1934"></td> </tr> </tbody> </table>			S/No.	REQUIRMENTS	YES	NO	1.	Proof of legal existence (Certificate of registration/incorporation)			2.	Valid relevant Business permit			3.	Valid Tax compliance certificate from KRA (i.e. not more than 12 months with effect from date of submission of bids)			4.	Certificate of Confirmation of Directors and Shareholding (upto date CR12) for limited company or/ an ID Card for Sole Proprietorship/partnership			5.	Dully filled, signed and stamped confidential business.			6.	Tender Security of Kshs.20,000.00 provided by insurance companies approved by PPRA or other financial institutions.			7.	Dully filled, signed and stamped form of tender		
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8.	Bid documents must be submitted in two copies marked “ <b>original and Copy</b> ”		
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**Note:**  
**Noncompliance with any MANDATORY requirement will automatically result in disqualification**

**2. TECHNICAL EVALUATION**

<b>2</b>	<b>Technical Evaluation Stage-Evaluation requirements</b>	
<b>1.</b>	<b>Financial Status of the Company</b>	
a)	Analysis of the provided audited accounts for the last two (2) financial years <b>2017-2018,2019-2020</b>	<b>15</b>
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).	<b>15</b>
<b>2.</b>	<b>Experience of Work</b>	
a)	No. of Years in supply of Galvanized pipes and fittings  5 years and above = 10 marks  Others prorated at:  No. of years × 10 marks/5years	<b>10</b>
b)	No. of business done in supply of Galvanized pipes and fittings in 2017, 2018 and 2019. (LPOs/Contracts/Completion letters) 5 LPO/Contracts/Completion letters and above =10 marks  Others prorated at: No. of LPOs/Contracts/Completion letters ×10 marks/5marks	<b>10</b>
c)	Magnitude of businesses done in supply of Galvanized pipes and fittings in the year 2017, 2018 and 2019 5 million and above =10 marks  others prorated at:  value of businesses × 10 marks/5million	<b>10</b>

	<b>3.</b>	Manufacture authorization certificate or letter	<b>10</b>	
	<b>4.</b>	<b>Delivery period</b>		
		Delivery period -1-3 days = 5 -4-7 days = 3 -over 1 week = 2	<b>5</b>	
	<b>5.</b>	<b>Credit period</b>		
		Indicate the credit line period you intend to give to the company 90 days and above = 12 60 days and below = 9 30 day and below = 6 Less than 30 days = 3	<b>12</b>	
	<b>6.</b>	Eligibility & Disclosure of litigation history	<b>8</b>	
	<b>7.</b>	Document conformity/arrangements of documents	<b>5</b>	
	<b>Total</b>		<b>100</b>	
	<p><b>Note:</b></p> <p>(i) Bidders must meet all the mandatory requirements to qualify for general and technical requirements.</p> <p>(ii) To qualify for financial evaluation, the bidder must score a minimum of 70 points (70%)</p> <p>Any information provided by the bidder may be verified by the company as part of due diligence and if information is found to be false, the company may be disqualified</p>			
2.27(b)	Award Criteria: Award will be made to the lowest evaluated bidder per line item			
2.30	Particulars of performance security: None			

## 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 its delays 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.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	Specify performance security: <b>None</b>
3.12	Specify method payments: <b>payments shall be made upon receipt of the goods or the invoice</b>
3.9	Specify price variation allowed: <b>None</b>
3.18	Specify resolution of disputes: <b>Disputes to be settled as per the arbitration laws of Kenya</b>
3.19	Specify applicable law: laws of Kenya

## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

#### **GENERAL SPECIFICATIONS FOR PIPES AND FITTINGS**

##### **403 Flanges**

Flanges shall be faced and drilled to conform to the dimensions specified in BS 4504. Flanges shall be compatible with the pressure rating of the adjacent pipe work or as stated on the drawings. Bolts, nuts and washers (two washers per bolt) shall be to BS EN 1092-3; 2003. No bolt shall project less than two full threads beyond its nut after tightening. In no circumstances shall the shortening of excessively long bolts by cutting be allowed.

Gaskets shall comply with replaced by BS EN 1514 (1997) and replaced by BS EN 681-2 (200) and BS 681-1 (1996) Type W. Flanges shall be painted with two coats of epoxy resin paint. Puddle flanges shall be fitted to all pipe work passing through water-retaining structures and manholes greater than 2.5m deep.

##### **404 Mechanical Couplings**

Unless otherwise specified or shown in the Drawings pipes and fittings shall be supplied with flexible joints. Mechanical couplings shall be of the Dresser, Viking Johnson type without a centre register. Joints rings used shall be of the ethylene propylene rubber (EPDM) or other material approved by the Engineer. All mechanical couplings and flange adapters including nuts, bolts and washers shall be supplied with 'Rilsan' nylon thermoplastic polyamide applied by fluidized bed dipping or similar approved.

##### **405 Materials for the Assembly of Flexible Joints**

Lubricant shall be of a kind not conducive to the growth of bacteria and shall have no deleterious effects on either the joint rings or pipes. Lubricants for water supply shall not impart to water, taste, colour, or any effect known to be injurious to health.

##### **Ductile Iron Pipes 406.1**

Ductile iron pipes and fittings for water supply shall comply with BS EN 545 (1995). Pipes and fittings shall have spigot and socket joints unless otherwise specified. Pipes shall be class K9. Spigot and socket flexible joints shall be of the push-fit type with gaskets of ethylene propylene rubber (EPDM). The Contractor shall supply 5% of the straight pipes suitable for cutting on site and these shall be clearly marked.

##### **406.2 Corrosion Protection**

Pipes and fittings shall be protected externally with an extruded polyethylene or polyurethane coating complying with DIN 30674 Part 1. Pipes and fittings shall be lined internally with centrifugally applied cement mortar and complying with DIN 30674. Joint areas shall be coated with epoxy or polyurethane to DIN 30674. All lining and coating materials shall be approved for contact with potable water by an internationally recognized body like the Drinking Water Inspectorate of UK.

##### **407 Galvanised Steel Pipes**

Galvanized steel pipes shall be medium duty manufactured to BS 1387.

##### **408 Steel Pipes**

###### **408.1 General**

Steel pipes shall be manufactured to BS EN 10224 or AWWA C200 and shall be suitable for the pressure ratings required by the Contract. Fittings shall conform

dimensionally to BS EN 10224, AWWA 208-59 or AWWA M11. Unless otherwise specified or necessary to meet the requirements of the Contract steel pipes shall be manufactured as follows:

DN300mm and below shall be manufactured to minimum of Grade L235 or API 5L Grade B

a) DN350mm and above shall be manufactured to a minimum of Grade L275 or API 5L Grade X42.

The pipes and fittings of diameter 600mm or less shall be supplied with push-fit spigot and socket type joints with integral gasket of EPDM rubber or similar to BS EN 10224 or BS CP 2010. Pipes greater than 600mm shall be supplied with ends cut square suitable for use with flexible couplings and the external weld ground back sufficiently.

The Contractor shall supply 5% of the straight pipes as half-length pipes (not exceeding 6m). Each pipe shall be supplied complete with a coupling for jointing.

#### **408.2 Corrosion Protection**

Steel pipes and fittings shall be protected externally at the manufacturer's works with fusion bonded epoxy resin in accordance with AWWA C213. Pipes lesser than 600mm and all fittings shall also be lined internally with fusion bonded epoxy to AWWA C213. Pipes 600mm or more shall be lined with cement mortar to AWWA C205 or BS EN 10298. All lining and coating materials shall be approved for contact with potable water by an internationally recognized body like the Drinking Water Inspectorate of UK.

Where required by the Bills of Quantities, the Supplier shall also price for the provision of an alternative 3LPE coating to DIN 30670 or AWWA C215 of a triple wrap system of fusion bonded or sprayed epoxy primer, an intermediate polymer adhesive layer and an extruded high density polyethylene coating in general conformance with ISO/DIS 21809-1 Class B as appropriate.

#### **409 Glass Reinforced Plastic (GRP) Pipes and Fittings**

Glass reinforced plastic (GRP) pipes and fittings for sewers shall be high stiffness and shall comply with the relevant provision of BS 5480. The minimum pipe stiffness shall be 5,000 N/m<sup>2</sup>.

Pipes and fittings shall be marked in accordance with Clause II g. BS 5480.

Pipes shall only be cut by techniques which can be shown not to impair the pipes pressure regression performance. Where any pipe is cut the exposed fibres at the cut pipe end shall be resealed to prevent potential long term degradation. Methods of cutting and resealing exposed fibres shall be submitted to the Engineer for Approval. Elastomeric sealing rings and foils shall comply with BS EN 681.

On delivery to site and immediately prior to installation each pipe shall be visually inspected both externally, and where possible, internally for damage such as star cracking of the gel coat layer. Where any damage extends through the pipe wall the pipe shall be rejected or the damaged section cut out and replaced in accordance with repair methods approved by the Engineer. If in the Engineer's opinion the pipe is not suitable of repair it shall be rejected and removed from site.

#### **410 uPVC Sewers and Pressure Pipes and Fittings**

Unplasticised PVC pipes and fittings for water supply pressure pipes shall comply with British Standards 3505 current but also superseded by BS EN 1452 and 4346. They shall be obtained from an approved manufacturer and shall be minimum pressure rated (14 bars) unless otherwise stated.

Unplasticised PVC pipes and fittings for gravity sewers and drains shall comply with British Standards 4660 or 5481 and shall be obtained from an approved manufacturer. Restrained rubber ring type push fit flexible joints shall be used unless otherwise stated. Solvent weld joints will not normally be permitted. Pipes and fittings shall be protected from the direct rays of the sun at all times by means of reflective cover sheets.

#### **411 Concrete Pipes, Bends and Junctions**

Concrete pipes, bends and junctions for use in sewers shall be made with Sulphate-resisting cement. Pipes, bends and junctions shall conform to the requirements of BS 5911 for the particular class of pipe required to be used. The internal dimensions shall be true and regular and the internal surface smooth and free from surface blemish. The actual diameter of the pipe shall be not less than the nominal diameter. All joints shall be of the gasket type with flexible spigot and socket approved by the Engineer. Gaskets shall be Elastomeric complying with BS EN 681.

The main pipe and branches of all junctions shall be of the same strength classification and shall have the same internal dimensions as the pipes with which they are to be used.

The pipes, bends and junctions delivered to the Site shall be certified by the pipe manufacturer to have complied with BS 5911, or other approved standard and one copy of the certificate shall be delivered to the Engineer before the goods are unloaded.

Unless otherwise specified pipes are required to be of Extra Strength; they may, unless otherwise specifically called for, be reinforced either with cast-in steel or by an external wrapping of Fibre glass and resin, applied by an approved manufacturer.

The Contractor shall provide all facilities for and shall carry out jointly with the Engineer (if so required) a full visual inspection of all pipes, bends and junctions for manufacturer's defects and other faults or damage. Before any pipe, bend or junction is laid it shall again be carefully examined and sounded with a wooden mallet. Any pipe found to be cracked or otherwise defective shall not be used on the Works.

Concrete pipes shall be internally coated with a 100 percent solids coal tar epoxy lining 70 percent minimum epoxy content. Coat thickness 300 micron minimum.

#### **Polyethylene Pipes and Fittings 412.1 General**

Polyethylene pipes up to nominal size 63mm for below ground use shall be coloured blue and comply with the relevant provisions of BS 6572. Polyethylene pipes shall be High Density Polyethylene (HDPE) ultra-violet protected, black with coloured blue strips running the entire length suitable for the working pressure indicated in the Bill of Quantities (BOQ) bars.

The pipes shall be clearly and indelibly marked in a repeated pattern spaced at one (1) meter to show the name of the manufacturer, diameter, pressure rating, Standard Dimension Ratio (SDR), material grade, date of manufacture, etc.

House connection pipe work downstream of the manifold shall be PE80; all other HDPE pipe work shall be PE100.

#### **412.2 Joints**



Unless otherwise specified or approved by the Engineer polyethylene pipes shall be butt fusion or electrofusion welded. Where the latter is used, the fittings involved are deemed to be included in the rate for pipe laying. Joints between polyethylene pipes supplied from different manufactures or not manufactured from the same grade of polymer shall only be jointed by electrofusion or by push fit mechanical couplings. Mechanical couplers and compression type fittings shall incorporate a serrated internal liner to support the pipe against compression loads exerted by the fitting and to prevent pullout under axial load. 26 or socket fusion joint techniques shall only be applied between pipes supplied from single source and manufactured from the same grade of base polymer. Fusion welding of polyethylene pipes shall only be undertaken by skilled operatives using appropriate specialized tooling. Pipes to be jointed shall be free from contamination and care shall be used to protect fusion jointing operations from wind and against the effects of inclement weather. Mechanical jigs or other approved methods shall be used to ensure correct alignment of the pipe when making butt fusion joints. Details of fusion welding procedures including details of tools, operatives, materials and method statements shall be submitted to the Engineer for approval prior to any jointing.

Steel and iron pipe fittings shall comply with the relevant provision of BS EN 545 (1995) replaced by BS EN 10224 but also current.

### **413 Gate Valves**

#### **413.1 General**

Valves for normal duty on water pipelines with pressure ratings up to PN25 shall be key operated cast iron flanged gate valves for waterworks purposes generally complying with the requirements of BS 5163 (Type B). All Gate Valves shall be supplied with a 10-year manufacturer's warranty.

Cast iron gate valves for pressure ratings to PN16 shall be cast iron flanged valves complying with BS 5150 replaced by BS EN 1171 (both BS 5150 and BS 5151) or cast iron parallel slide valves complying with BS 5151.

Butterfly valves for pressure ratings of up to PN16 shall be double flanged wafer type butterfly valves complying with BS 5155.

Unless otherwise specified valves for use on steel pipes shall be flanged, where butt-weld ends are specified valves shall comply with BS EN 1984, or BS EN 13709.

A bypass with gate valve forming an integral part of the valve shall be provided to all high-pressure lines.

#### **413.2 Wedge Gate Valves for Manual Operation**

Valves up to and including DN 300 shall be of the resilient seal type and valves larger than DN 300 shall have metal seals.

Spindles shall be of the non-rising type and screwed so as to close the valves when rotated in the clockwise direction. The direction of closing shall be clearly cast on the valve cap or hand wheel as appropriate. The valves shall be constructed of the following materials:

body	- cast iron;
spindle	- forged bronze or stainless steel;
metal faces and seal	- gunmetal.

The valves shall be suitable for the unbalanced head as specified or indicated in the schedules.

Suitable gearing and anti-friction devices such as ball bearing thrust collars shall be provided as necessary to enable opening and closing by manual operation at the pressure stated, using an effort no greater than 26kg on the tee key or hand wheel supplied. Hand wheels shall not exceed 500mm diameter. A bypass with gate valve forming an integral part of the valve shall be provided where recommended by the valve manufacturer for the pressures specified. Gearing on valves of DN 300 and less shall be enclosed in a sealed gearbox suitable for buried installation and operated with a tee key. Except where shown in the Drawings, all valves exceeding DN 300 shall be provided with bevel gearing and hand wheels. Valves to be used for washouts and isolating air valves shall have screwed seats.

Extension spindles shall be galvanized or stainless steel adequately supported with cast iron brackets, and of sufficient diameter to prevent any whiplash effect through twisting when being used to operate the valves. The spindles shall be capped for key operation. Valve caps shall be fitted with hexagonal set screws.

Valves shall be coated with an approved epoxy complying with DIN 30674. Keys for valve operation shall be of sufficient length so that the valves can be operated by a man standing, but shall not exceed 1.2m in length, and shall have a detachable cross bar.

#### **414 Butterfly Valves**

##### **414.1 General**

Butterfly valves shall conform to BS EN 593. All Butterfly Valves shall be supplied with a 10-year manufacturer's warranty.

##### **414.2 Construction**

Butterfly valves shall have a high-grade cast-iron body to BS EN 1561 designed to the specified working and test pressures. The pressure rating valve shall be cast in the valve body. The disc shall be of high-grade cast iron to BS EN 1561 or nodular cast iron to BS 2789 to the defined working and test pressures. It shall have a convex shape designed to achieve low head loss characteristics. The valve shafts shall be of stainless-steel operating in self-lubricating bushes in the body.

The valve seat shall be of gunmetal to BS 1400. The sealing ring shall be a renewable Ethylene Propylene Diene Monomer (EPDM) rubber attached to the disc edge by a sectional bronze retaining ring to form a resilient and durable seal.

The valves shall be fitted with hand wheel actuators not exceeding 500mm diameter incorporating gearing to allow opening and closing by manual operation at the pressure stated using an effort no greater than 36kg on the hand wheel supplied.

In all cases the gearing shall be designed to close the valve, from fully open to fully closed in a period of not less than ten minutes with this effort. Actuators shall be designed so as to close the valves when the hand wheel is turned in a clockwise direction; the direction of closing shall be clearly cast on the hand wheel. Position indicators shall be fitted to all actuators.

Where required valves shall be electrically actuated with a manual override. Remote actuation shall be provided with a visual indication of valve open, valve closed and percentage opening together with fault indication.

### **414.3 Valve Performance**

A performance curve, relating percentage valve travel, open area and discharge coefficient shall be submitted to the Engineer. The head loss coefficient with valve fully open shall be defined.

### **414.4 Testing**

All valves shall be tested in accordance with BS EN 593 and pressure and material test certificates shall be submitted to the Engineer for approval.

**Air Valves** Air valves shall be controlled Air Transfer Technology (anti shock, anti-surge) air release valves capable of venting bulk air discharge and high velocity air discharges

Air valves shall be supplied with an independent isolating butterfly valve (BV) which permits the complete removal of the air valve from the main, without affecting the flow of water in the main.

Each air valve assembly shall be suitable for connection to a flange on the pipeline.

At the connection between the air valve and its isolating valve a BSP tapping shall be made suitable for fitting of a pressure gauge. All tapping shall be sealed by a brass plug and copper compression ring gasket.

Air valves shall operate automatically and be constructed so that the operating mechanism will not jam in either the open or closed positions.

### **Non-Return 416.1 Swing Check Valves**

Non-return valves shall be suitable for waterworks purposes and shall be manufactured to comply with the general requirements of BS EN 12334. They shall be double flanged type, non-slamming and recoilless on flow reversal.

Valves of DN 700 and larger shall be of the multi-disc type or tilting disc type. The valves shall have a high-grade cast-iron body and cover to BS EN 1561 Grade 220/260 with gun metal nickel bronze alloy door seating. The hinge pin shall be of stainless steel carried on non-corrodible bearings.

### **416.2 Nozzle Check Valves**

Nozzle check valves shall be slam free closing with a streamlined cross section as manufactured by Mannesmann Demag or similar.

### **417 Flow Control Valves**

Flow controls unless otherwise specified shall be butterfly valves. They shall be installed complete with a headstock and position indicator showing the degree of opening.

### **418 Pressure Reducing Valves**

Pressure reducing valves shall automatically reduce a higher inlet pressure to a steady lower downstream pressure regardless of changing flow rate or varying inlet pressure. The valve shall be a hydraulically operated pilot-controlled diaphragm type, globe or angle valve. The Kv loss factor of the standard valve throttled to 5% opening should be less than 3% of the Kv factor of the fully open valve. This data should be backed by a hydraulic test report. All valve components shall be accessible and serviceable without removing the valve from the pipeline. stainless steel nuts and bolts shall be used in assembly of the PRV for corrosion protection.

The critical cavitation coefficient of the PRV will be Less than 1.5. The minimal upstream opening pressure should be at least 5 m pressure. The minimal pressure differential for valve closure should be less than 2 m pressure.

The downstream pressure in steady-state conditions should have an accuracy of +0.5 m pressure (0.05 bars) of the set-value at high, as well as near-zero demand flow rates.

The valve should regulate to a steady, pre-set downstream pressure, regardless of flow or supply pressure variations. The gain of the valve in low travel should be so that the  $K_n/K_v < T_n/T_o$  ( $K_n$  is the  $K_v$  at travel  $T_n$ .  $T_o$  is the complete valve travel). The main valve shall have a single removable seat and a resilient disc.

#### **419 Ball Float Valves**

Ball float valves which are to be installed within reservoirs shall be the delayed action type to eliminate inflow at small valve openings. They shall be fitted with a stilling chamber, auxiliary float valve and inlet bellmouth with regulating valve. The main valve shall be fitted with a long actuating lever to provide a long float travel for slow valve closure.

Valves shall be of the right-angle pattern type with flanged inlet and have a resilient synthetic rubber disc which forms a drop tight seal against a removable seat insert. Valves shall be free of cavitation and vibration under the specified working conditions. Flanged tapers shall be provided on the inlets as necessary to suit the size of valves proposed.

Valves shall be capable of withstanding the maximum static pressure and of passing the maximum flow rate shown. Orifice plates shall be provided as necessary to absorb excess working pressure at the initial flow rates indicated.

The pressure rating of the valve shall be cast into the body of the valve.

#### **420 Constant Flow Valves**

Constant flow valves shall maintain a constant rate of flow regardless of fluctuations in upstream pressure.

Valves shall be hydraulically operated, diaphragm actuated globe pattern. They shall have a resilient synthetic rubber disc which forms a drop tight seal against a removable seat insert. The diaphragm assembly and valve stem shall be fully guided at both ends by bearings in the valve cover and valve seat. The diaphragm shall consist of nylon fabric bonded with synthetic rubber. Packing glands and stuffing boxes are not permitted and there shall be no pistons operating the valve or pilot controls.

The pilot control shall be direct acting diaphragm valve designed to close when the actuating differential increases beyond the spring setting. The actuating differential pressure shall be produced by a thin edged orifice plate installed in an orifices flange downstream of the valve.

Any necessary repairs to the valve shall be accomplished without removing the valve from the main. Valves shall be sized to pass the maximum continuous flow stated on the drawings at the working pressure given. The pressure rating of the valve shall be cast into the body of the valve.

## **SPECIFICATIONS FOR AIR RELEASE AND VACUUM BREAK VALVES**

Automatic air relief and vacuum break valves (air valves) shall be of the anti-shock anti-surge type Vento mat RBX or equivalent) and of approved manufacture.

The required valves shall provide all of the functions described below.

### **Pipeline filling**

Uninterrupted high volume air discharge through the large orifice.

### **Pipeline full and operating**

Discharge of disentrained pressurized air through the small orifice.

### **Rapid filling /column separation**

The valve must incorporate an integral surge alleviation mechanism that will automatically dampen surge pressures due to rapid air discharge or the subsequent rejoining of separated water columns.

The air release and vacuum break valve shall be of compact single chamber design with solid cylindrical high density polyethylene control floats. This shall be housed in a tubular stainless steel or corrosion protected body with epoxy powder coated cast iron, or steel ends secured by means of stainless steel tie rods.

The valve shall have an integral surge alleviation mechanism which shall operate automatically to limit transient pressurized or shock induced by closure due to high velocity air discharge or the subsequent rejoining of separated water columns .The limitations of pressure rise must be achieved by deceleration of approaching water prior to valve closure. Relief mechanisms that acts subsequent to valve closure cannot react in the low millisecond time span required and are therefore unacceptable.

Large orifice sealing shall be effect by the flat face of the control float seating against a nitrile rubber 'O' Ring housed in a dovetail groove circumferentially surrounding the large orifice. Discharge of pressurized air shall be controlled by the seating and unseating of a small orifice on a natural rubber seal affixed to the control float.

The intake/discharge area shall be equal to the nominal size of the valve i.e. a 150 mm valve shall have a 150 mm intake/discharge orifice.

The valve construction shall be proportioned with regard to material strength characteristics, so that deformation, leaking or damage of any kind does not occur by submission to twice the designed working pressure

Valves shall be made of stainless steel and protected by the provision of robust securely fastened covers and suitable perforations size mesh securely fitted into the peripheral annular space between the cover and the top of the valve.

The valve design shall incorporate an over pressure safety feature that will fail without an explosive effect, such as is normally the case when highly compressed air is released suddenly. This feature shall consist of easily replaceable components such as gaskets, seals or the like

The air valve shall be provided with a separate isolating gate valve or if so specified with a separate isolating butterfly valve.

Unless otherwise specified all air valves shall be provided with an integral flanged inlet with studs appropriate to SSRN 207 NP 10 or as the installation demands and complying with the appropriate nominal pressure.

The DN25 mm. and DN50mm. air valves shall have screwed connections as specified in the schedule of prices and for a maximum operating pressure of PN 16.

Flanged ends shall be supplied with the requisite number of stainless steel or mild steel screwed studs inserted for alignment to specified standards. Flanges shall be in accordance with SSRN 207 and complying with the valve nominal pressure stated in the schedule of prices

Valves shall be supplied complete with adequate numbers of flanged joint accessories as follows for installation of the valves:-

- (i) bolts in accordance with SSRN 938 or equivalent;
- (ii) nuts in accordance with SSRN 939 or equivalent;
- (iii) washers in accordance with SSRN 808 or equivalent;
- (iv) gaskets made of elastomer rubber (EPDM (ethylene propylene dyne monomer) or NBR (nitrile butadiene rubber)) in accordance with SSRN 208 or equivalent and of minimum thickness of 3mm

All valves shall have identification marking in raised characters on the body stating:-

- (i) the name of the manufacturer or his trade mark;
- (ii) the nominal diameter n.b.
- (iii) the nominal pressure (PN or NP) as the case may be.

Tenderer shall provide details of the valves offered, including but not limited to the materials of construction, dimensions, design parameters, applications, flow capacities, head loss characteristics and the like.

## 5.1 PARTICULARS

Items	Particulars	Unit
1	25mm Anti-Surge Anti-shock air valve	No
2	32mm Anti-Surge Anti-shock air valve	No
3	40mm Anti-Surge Anti-shock air valve	No
4	50mm Anti-Surge Anti-shock air valve	No
5	65mm Anti-Surge Anti-shock air valve	No
6	80mm Anti-Surge Anti-shock air valve	No
7	100mm Anti-Surge Anti-shock air valve	No
8	125mm Anti-Surge Anti-shock air valve	No
9	150mm Anti-Surge Anti-shock air valve	No
10	75mm Sluice valve	No
11	100mm Sluice Valve	No
12	150mm Sluice Valve flange to flange 260mm (8 bolts) high pressure with metallic disc covered with rubber	No
13	200mm Sluice Valve flange to flange 285mm (12 bolts) high pressure with metallic disc	No
14	8" Non return valve flange to flange 490mm (12 bolts)	No
15	6" Non return valve flange to flange 355mm (8 bolts)	No
16	250mm Sluice Valve flange to flange 320mm (12 bolts) high pressure with metallic disc	No
17	200 Sluice Valve flange to flange 280mm (12 bolts) high pressure with metallic disc	No
18	200 Sluice Valve flange to flange 295mm (12 bolts) high pressure with metallic disc	No
19	200mm Sluice Valve flange to flange 285mm (12 bolts) high pressure with metallic disc	No
20	150mm Non return valve flange to flange 355mm (12bolts)	No
21	250mm Non return valve flange to flange 620mm (12bolts)	No
22	200mm Non return valve flange to flange 360mm (12bolts)	No
23	100mm Non return valve flange to flange 255mm (12bolts)	No
24	Screw water tap $\frac{3}{4}$ "	No
25	Screw water tap $\frac{1}{2}$ "	No
26	Gate Valves $\frac{1}{2}$ "	No
27	Gate Valve $\frac{3}{4}$ "	No

## SECTION VI - SCHEDULE OF REQUIREMENTS

Items	Particulars	Unit	Qty
1	25mm Anti-Surge Anti-shock air valve	No	50
2	32mm Anti-Surge Anti-shock air valve	No	30
3	40mm Anti-Surge Anti-shock air valve	No	20
4	50mm Anti-Surge Anti-shock air valve	No	10
5	65mm Anti-Surge Anti-shock air valve	No	5
6	80mm Anti-Surge Anti-shock air valve	No	5
7	100mm Anti-Surge Anti-shock air valve	No	5
8	125mm Anti-Surge Anti-shock air valve	No	5
9	150mm Anti-Surge Anti-shock air valve	No	5
10	75mm Sluice valve	No	20
11	100mm Sluice Valve	No	20
12	150mm Sluice Valve flange to flange 260mm (8 bolts) high pressure with metallic disc covered with rubber	No	20
13	200mm Sluice Valve flange to flange 285mm (12 bolts) high pressure with metallic disc	No	5
14	8" Non return valve flange to flange 490mm (12 bolts)	No	5
15	6" Non return valve flange to flange 355mm (8 bolts)	No	10
16	250mm Sluice Valve flange to flange 320mm (12 bolts) high pressure with metallic disc	No	6
17	200 Sluice Valve flange to flange 280mm (12 bolts) high pressure with metallic disc	No	6
18	200 Sluice Valve flange to flange 295mm (12 bolts) high pressure with metallic disc	No	6
19	200mm Sluice Valve flange to flange 285mm (12 bolts) high pressure with metallic disc	No	5
20	150mm Non return valve flange to flange 355mm (12bolts)	No	5
21	250mm Non return valve flange to flange 620mm (12bolts)	No	5
22	200mm Non return valve flange to flange 360mm (12bolts)	No	5
23	100mm Non return valve flange to flange 255mm (12bolts)	No	10
24	Screw water tap ¾"	No	40
25	Screw water tap ½"	No	20
26	Gate Valves ½"	No	200
27	Gate Valve ¾"	No	200



## SECTION VII - PRICE SCHEDULE FOR GOODS

Items	Particulars	Unit	Qty	Unit Price	Total price
1	25mm Anti-Surge Anti-shock air valve	No	50		
2	32mm Anti-Surge Anti-shock air valve	No	30		
3	40mm Anti-Surge Anti-shock air valve	No	20		
4	50mm Anti-Surge Anti-shock air valve	No	10		
5	65mm Anti-Surge Anti-shock air valve	No	5		
6	80mm Anti-Surge Anti-shock air valve	No	5		
7	100mm Anti-Surge Anti-shock air valve	No	5		
8	125mm Anti-Surge Anti-shock air valve	No	5		
9	150mm Anti-Surge Anti-shock air valve	No	5		
10	75mm Sluice valve	No	20		
11	100mm Sluice Valve	No	20		
12	150mm Sluice Valve flange to flange 260mm (8 bolts) high pressure with metallic disc covered with rubber	No	20		
13	200mm Sluice Valve flange to flange 285mm (12 bolts) high pressure with metallic disc	No	5		
14	8" Non return valve flange to flange 490mm (12 bolts)	No	5		
15	6" Non return valve flange to flange 355mm (8 bolts)	No	10		
16	250mm Sluice Valve flange to flange 320mm (12 bolts) high pressure with metallic disc	No	6		
17	200 Sluice Valve flange to flange 280mm (12 bolts) high pressure with metallic disc	No	6		
18	200 Sluice Valve flange to flange 295mm (12 bolts) high pressure with metallic disc	No	6		
19	200mm Sluice Valve flange to flange 285mm (12 bolts) high pressure with metallic disc	No	5		
20	150mm Non return valve flange to flange 355mm (12bolts)	No	5		
21	250mm Non return valve flange to flange 620mm (12bolts)	No	5		
22	200mm Non return valve flange to flange 360mm (12bolts)	No	5		
23	100mm Non return valve flange to flange 255mm (12bolts)	No	10		
24	Screw water tap ¾"	No	40		
25	Screw water tap ½"	No	20		
26	Gate Valves ½"	No	200		
27	Gate Valve ¾"	No	200		

**Note;**

- i. All prices quoted must be inclusive of vat.
- ii. Quantities indicated are estimates and the actual quantities shall be given as and when required on the Local Purchase Order(LPO)

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

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

**SECTION VIII - STANDARD FORMS**

**8.1 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 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 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. 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

<i>Part 1 – General:</i>	
Business Name .....	
Location of business premises. ....	
Plot No.....	Street/Road .....
Postal Address .....	Tel No. .... Fax .....
Nature of Business .....	E mail .....
Registration Certificate No. ....	
Maximum value of business which you can handle at any one time – Kshs. ....	
Name of your bankers .....	Branch .....

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

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

### 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*] (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 goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the 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 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 \_\_\_\_\_

*(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 \_\_\_\_\_ to 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 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 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 person competent.



**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*) 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