



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

TENDER NO: THIWASCO/047/2020-2022

Supply and Delivery of water and sewerage treatment chemicals

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

(2020-2022)

CLOSING DATE: 10TH NOVEMBER 2020 AT 10.00 am

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SECTION I INVITATION TO TENDER
DATE 27th November 2020

TENDER REF NO. THIWASCO 047/2020-2022
**TENDER NAME Supply and Delivery of water and sewerage treatment
 chemicals**

- 1.1 Thika Water and Sewerage Company Ltd (THIWASCO invites sealed bids from eligible candidates for Supply and Delivery of water and sewerage treatment chemicals
- 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.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees (*Kshs.1, 000.00*) (**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. Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to 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 **offices near the Procurement office or if by post to be addressed to:**

**Thika Water and Sewerage Company,
P O Box 6103 - 01000,
Thika.**
So as to be received on or before Tuesday, November 10, 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 and Sewerage Company Ltd, Near Blue post Hotel, Along Haile Selassie Road

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 it's 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 as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27Or
 - (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 unlamented 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 tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the

Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject any or All Tenders

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security 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 tenderers																												
2.1	Eligible Particulars of eligible tenderers: Open																												
2.3	Complete manual tender document may be obtained by interested candidates upon payment of a non-refundable fee of (Kshs.1, 000.00) (THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH). <i>Tender documents code-027</i> or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website www.thikawater.co.ke . Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to procurement@thikawater.co.ke .																												
2.7	Language of tender: Documents prepared by the tenderer shall be written in English language																												
2.11	Prices shall be quoted in Kenya Shillings																												
2.12	Tender eligibility and qualifications: Refer to the Evaluation Criteria																												
2.14	Form of tender security: shall furnish, as part of its tender, a tender security of Kshs.20,000 from tender security providers approved by PPRA/ a reputable financial institution or inform of a banker cheque																												
2.15.1	Validity of tenders: Tender prices shall remain valid for 120 days up from date of opening																												
2.17.2 b)	Day, Date and time of closing: Tuesday, November 10, 2020 at 10.00am																												
2.18	Deadline for submission of tenders: Tuesday, November 10, 2020 at 10.00am																												
2.20	Opening of tenders: Tuesday, November 10, 2020 at 10.00am																												
2.21	Serialize every page of the bidding documents																												
2.24	<p><u>Evaluation Criteria</u> The following requirements must be met by the tenderer not withstanding other requirements in the tender document.</p> <p style="text-align: center;">1. Preliminary/Mandatory Criteria</p> <p>Bidders should submit copies of the following documents as indicated bellow</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 65%;">REQUIREMENTS</th> <th style="width: 15%;">Reference (Indicate the Serial number of your tender where evidence is provided)</th> <th style="width: 10%;">YES</th> <th style="width: 5%;">NO</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Bid security of Kshs 20,000 of the tender sum from a reputable financial institution or inform of a banker cheque.</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Valid tax compliance certificate (i.e. not more than 12 months with effect from date of submission of bids</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td>Proof of legal existence (copies of certificate of incorporation)</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td>Submit current single business permit</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				NO.	REQUIREMENTS	Reference (Indicate the Serial number of your tender where evidence is provided)	YES	NO	1	Bid security of Kshs 20,000 of the tender sum from a reputable financial institution or inform of a banker cheque.				2	Valid tax compliance certificate (i.e. not more than 12 months with effect from date of submission of bids				3	Proof of legal existence (copies of certificate of incorporation)				4	Submit current single business permit			
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5	Submit a valid certificate of registration/incorporation certificate			
6	Submit the last two years audited financial statements 2018 and 2019 (N/A to newly incorporated companies)			
7	Confidential business questionnaire duly completed detailing directors/partners/sole proprietorship.			
8	Certificate of Confirmation of Directors and Shareholding (upto date CR12) for limited company or/ an ID Card for Sole Proprietorship/partnership			
9	Bid documents must be submitted in two copies marked “original” and “copy”			

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

2. TECHNICAL EVALUATION

2	Technical Evaluation Stage-Evaluation requirements	Reference (Indicate the Serial number of your tender where evidence is provided)	Maximum points
1.	Financial Status of the Company		
a)	Analysis of the provided audited accounts for the last two (2) financial years 2017-2018,2019-2020		15
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).		15
2.	Experience of Work		
a)	No. of Years in supply of water and sewerage chemicals 5 years and above = 10 marks Others prorated at: No. of years × 10 marks/5years		10
b)	No. of business done in supply of water and sewerage chemicals in 2017, 2018 and 2019. (LPOs/Contracts/Completion letters) 5		10

	LPO/Contracts/Completion letters and above =10 marks Others prorated at: No. of LPOs/Contracts/Completion letters ×10 marks/5marks		
c)	Magnitude of businesses done in supply of water and sewerage chemicals in the year 2017, 2018 and 2019 5 million and above =10 marks others prorated at: value of businesses × 10 marks/5million		10
3.	Manufacture authorization certificate or letter		10
4.	Delivery period		
	Delivery period -1-3 days = 15 -4-7 days = 9 -over 1 week = 3		15
5.	Credit period		
	Indicate the credit line period you intend to give to the company 90 days and above = 15 60 days and below = 9 30 day and below = 6 Less than 30 days = 3		15
	Total		100
Note:			
(i) Bidders must meet all the mandatory requirements to qualify for general and technical requirements.			
(ii) To qualify for financial evaluation, the bidder must score a minimum of 70 points (70%) 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			
2.27	Award Criteria;		
(b)	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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.7	Specify performance security: None
3.12	Specify method payments: payments shall be made upon receipt of the goods or the invoice
3.9	Specify price variation allowed: None
3.18	Specify resolution of disputes: Disputes to be settled as per the arbitration laws of Kenya
3.19	Specify applicable law: laws of Kenya

SECTION V - TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR THE SUPPLY OF ALUMINIUM SULPHATE FOR USE IN WATER TREATMENT

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1 GENERAL

1.1 Scope

This Specifications covers aluminium sulphate (commonly called alum) in liquid, ground, lump, kibbled or flake form, for use in the treatment of water supplies.

1.2 Purpose

The main purpose of this Specifications is to provide purchasers, manufacturers and suppliers with the minimum requirements for aluminium sulphate, including physical, chemical and testing requirements.

1.4 Uses in Water Treatment

Aluminium sulphate is used in the water treatment industry for the coagulation of organic and mineral colloids prior to sedimentation and/or filtration. The alum destabilises fine colloidal suspensions and promotes the forming together of large conglomerations of this material bound in a chemical precipitate (called floc) which is able to be removed from the water by sedimentation, flotation and/or filtration.

1.8 Definitions

The following definitions shall apply in this Specifications:

1.8.1 Alum: Alum also refers to aluminium sulphate.

1.8.2 Aluminium Sulphate:

The product of the reaction between sulphuric acid and aluminium trihydrate, with the general formula $Al_2(SO_4)_3 \cdot 14H_2O$ but note that the number of waters of crystallisation is only approximate. -Pure" alum is the 181-120 product; commercial grades can vary from about $13.9-14.5H_2O$.

1.8.3 Manufacturer:

The party that manufactures fabricates or produces materials or products.

1.8.4 Purchaser: The person, company or organisation that purchases any materials or work to be performed.

1.8.5 Reception Point: The point of physical transfer of materials from the supplier to the purchaser.

1.8.6 Supplier: The party who supplies material or services. A supplier may or may not be the manufacturer.

1.8.7 w/w weight for weight.

1.8.8 cP centipoise, a unit of viscosity (see Table 1).

2 MATERIALS

2.1.1 Solid aluminium sulphate shall be dry, clean, and shall be lump, ground or flaked, as specified. Liquid aluminium sulphate is a nearly saturated solution of aluminium sulphate and shall be of such clarity as to permit the reading of storage tank contents sight glasses without difficulty.

2.1.2 Some physical properties of the forms of alum are listed in Table 1:

Property	Form of Aluminium Sulphate			
	Ground	Flaked	Kibbled	Liquid
pH of 50% solution w/w	2	2	2	2-2.4
Specific Gravity	1.77	1.77	1.77	1.31-1.33 @ 15°C
Bulk Density	1,100 kg/m ³	750 kg/m ³	800 kg/m ³	N/A
Particle Size	Min 90% < 6.3 mm sieve size, max 12% < 0.1 mm sieve.	3-25mm dia 1mm thick	10-75 mm sieve	N/A
Viscosity	N/A	N/A	N/A	27 cP @ 10°C 19 cP @ 20°C

2.2 Chemical Requirements

2.2.1 Lump (kibbled), ground, or flaked aluminium sulphate shall contain water-soluble aluminium of not less than 9.0% w/w as Al or 17.0% w/w as AlSO₃.

2.2.2 Liquid aluminium sulphate shall contain water-soluble aluminium of not less than 4.23% w/w as Al or 8.0% w/w as AlSO₃.

2.2.3 Excess water soluble Al₂O₃ shall be at least 0.025%.

2.2.4 In lump, ground or flaked aluminium sulphate, the water-insoluble matter shall not exceed 0.5% w/w.

2.2.5 In liquid aluminium sulphate, the water-insoluble matter shall not exceed 0.2% w/w.

2.3 Impurities

2.3.1 Specific Impurity Limits

2.3.1.1 The limits of specific impurities in aluminium sulphate shall be set by the purchaser. In setting impurity limits the purchaser shall take into consideration the expected maximum dosage (MD) of aluminium sulphate, the maximum acceptable value (MAV) of a parameter taken from the Drinking-Water Standards for Kenya 1995 and a safety factor which reflects the maximum percentage of a MAV that may be contributed by a specific impurity. The specific impurity limits shall be calculated using the following equation.

$$\text{SIL} = \text{MAV} \left(\frac{\text{mg}}{\text{litre}} \right) \times 106 \left(\frac{\text{mg}}{\text{kg}} \right) \text{MD} \left(\frac{\text{mg}}{\text{litre}} \right) \times \text{SF}$$

Where SIL = Specific Impurity Limit MAV = Maximum Acceptable Value MD = Maximum Dosage SF = Safety Factor

2.3.1.2

Appendix A sets out some example calculations for the determination of specific impurity limits, along with a table of impurity limits based on a maximum dosage of 100 mg of aluminium sulphate/litre of water and a safety factor of 10. A table of MAVs taken from the Drinking-Water Standards for Kenya 1995 is also presented in Appendix A.

2.3.1.3

Alternative MAVs to those in the Drinking-water Standards for Kenya may be chosen by the purchaser to reflect their individual requirements (e.g., fluoride). The purchaser may also vary the SF to suit

2.3.1.4

Specific impurity limits shall be given as weight of impurity by weight of aluminium sulphate, calculated on the basis of $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$.

2.3.2 General Impurities

In addition to the above specific impurities, aluminium sulphate shall not contain any other impurities that may be deleterious to health or aesthetically objectionable as determined in the Drinking-water Standards for Kenya. General impurity limits shall be based on a maximum dosage of 100 mg/l of aluminium sulphate, the MAV of determinants and a minimum safety factor of 10.

3 DELIVERY

3.1 Packaging and Shipping

3.1.1 Solid aluminium sulphate may be shipped in 25 kg to 50 kg bags. Liquid alum may be shipped in bulk, or in 200 litre drums.

3.1.2 Tanks for transporting liquid alum shall comply with all conditions as required under the relevant standard and shall not contain any substances that might affect the quality of the liquid alum in treating water supplies.

3.2 Labelling

Each shipment of material shall comply with the Kenya Standard for the Transport of Hazardous Substances on Land and specifically must be clearly identifiable and be marked and/or accompanied by clear means of giving the following information:

Contents : Aluminium Sulphate Net weight, Name of manufacturer: Hazardous Chemical Classification:

3.3 Unloading and Storage

3.3.2 Empty bulk trucks shall not be washed out at the delivery site without the express approval of the purchaser's representative or operating personnel.

3.3.3 Bags or drums shall be unloaded with a forklift or by hand, and shall be stored in a dry, covered, designated storage area, because solid alum absorbs moisture from the air. Bags shall be stored on wooden pallets.

3.3.4 Bags damaged prior to delivery will be the responsibility of the supplier and bags damaged during unloading at the purchaser's premises will be the responsibility of the agent undertaking the unloading.

4 SAFETY

4.1 Health and Safety

4.1.1 Suppliers of aluminium sulphate must comply with the requirements of the Health and Safety requirements under the relevant Act and take all practicable steps to protect the purchaser and others from hazards rising from the transportation, delivery and supply of aluminium sulphate.

4.1.2 Within two weeks of award of a contract to supply product and prior to delivery the supplier shall provide to the purchaser the following information:

(a) An updated copy of the Material Safety Data Sheet, which as a minimum shall include the following information, as detailed in Guidance Note for Completion of a Material Safety Data Sheet:

- Introductory and Company Details, address and phone numbers
- Identification Product names, codes and numbers Physical description/properties Chemical properties Other properties Uses
- Health Hazard Information Health effects and First aid
- Precautions for Use
- Safe Handling Information
- Other Information and Emergency Contacts

(b) Evidence that drivers have been adequately trained and have adequate knowledge and experience in the handling and delivery of aluminium sulphate.

4.1.3 A copy of the purchaser's Health and Safety Management Plan shall be made available to the supplier of aluminium sulphate. Any practices by the supplier

which do not comply with the Health and Safety Management Plan may be grounds for the termination of a supply contract.

4.2

Protective Equipment

The purchaser and the supplier will be responsible for providing their respective personnel or agents with any necessary safety and protective equipment identified in their Health and Safety Management Plans and ensuring it is used as required.

4.3 Spills

The supplier, their agent or the authorised purchaser's representative responsible for unloading the aluminium sulphate, shall immediately attend to and report any spills within the grounds of the property in which the aluminium sulphate reception point is located. Clean-up and reporting procedures should be specified in Health and Safety Management Plans; they may also be specified in the water treatment plant Consent issued by the government of Kenya.

5. TESTING METHODS

5.1 General

5.1.1 The manufacturer or supplier shall test the materials at their own cost in order to provide a Certificate of Compliance as required in Section 7.1.

5.1.2 The purchaser may randomly take samples of the material and have these samples analysed for conformance with this Specifications, at the cost of the purchaser. These samples shall be taken at the place of manufacture and/or at the delivery point, as may be agreed upon by the manufacturer or supplier and the purchaser.

5.1.3 When inspection and sampling are to be conducted at the point of manufacture, the manufacturer shall afford the inspector representing the purchaser all reasonable facilities for inspection and sampling of finished material, which shall be so conducted as not to interfere unnecessarily with the operation of the plant.

5.1.4 Analytical testing methods shall be as specified in this Specifications in Section 5.4.

5.1.5 If the analysis of a sample taken at the place of manufacture shows the material does not comply with the requirements of this Specifications, the purchaser may require that the manufacturer provide a certified analysis from KEBS or a suitably registered and accredited organisation (or equivalent) for successive deliveries.

5.1.6 If the analysis of a sample taken at the point of delivery shows the material does not comply with the requirements of this Specifications, a notice of non-conformance must be provided by the purchaser to the supplier in accordance with Section 7.4.

5.2 Sampling

5.2.1 The sampling procedure shall be agreed by the purchaser and supplier prior to the award of a contract to supply product.

5.2.2 The sample size shall be determined in order to provide a representative sample of the material and shall be agreed by the purchaser and the supplier.

5.2.3 A suitable sampling procedure is set out in Appendix B of this Specifications.

5.3 Sample Preparation

5.3.1 Prior to the award of the contract to supply product the preparation of the sample for analysis shall be agreed by the purchaser and supplier giving consideration to the analytical testing to be undertaken, given that samples prepared by different methods may give different results when tested.

5.3.2 A suitable sample preparation procedure for the analytical tests detailed in Section 5.4.2 is set out in Appendix B of this Specifications.

5.4 Standard Tests

5.4.1 For the standard test methods for the following properties of aluminium sulphate refer to ANSI/AWWA Standard B403-88, Section 4, pp 6-11.

- Specific Gravity
- Water Insoluble Matter
- Total Soluble Alumina and Aluminium
- Total Water Soluble Iron
- Basicity and/or Free Acid.

An alternative method for Total Alumina in Aluminium Sulphate is also given in ANSI/AWWA Standard B403-88, Section 4, pp 11-13.

5.4.2 Test methods for specific impurities can be found in Standard Methods for the Examination of Water and Wastewater, 19th Edition, 1995. Samples require appropriate preparation. Methods for some parameters are given under the following codes:

Arsenic 3500-As, pp 3-49 to 3-51 Boron 4500-B, pp 4-8 to 4-10 Cadmium 3500-Cd, p. 3-55 to 3-56 Chromium 3500-Cr, pp 3-58 to 3-62 Fluoride 4500-F, pp 4-59 to 4-64 Iron 3500-Fe, pp 3-67 to 3-70 Lead 3500-Pb, pp 3-71 to 3-72 Manganese 3500-Mn, pp 3-76 to 3-78 Mercury 3500-Hg, pp 3-78 to 3-80 Selenium 3500-Se, pp 3-85 to 3-93

6. SUPPLY CONTRACT

6.1 Contract

The purchaser may enter into a contract with a supplier for the supply of aluminum sulphate in accordance with this Specifications.

6.2 Acceptable Conditions

Acceptable conditions of supply are outlined in Appendix C of this Specifications or as agreed between the supplier and the purchaser.

7 QUALITY ASSURANCE

7.1 Certificate of Compliance

7.1.1 The manufacturer or supplier shall provide the purchaser with a certificate of compliance that states that the material furnished in accordance with the purchaser's order complies with all applicable requirements of this Specifications.

7.1.2 The purchaser may require that the supplier provide a certified analysis of the material, from KEBS or a mutually agreed upon laboratory at the commencement of the contract and thereafter at 3 monthly intervals or as agreed between purchaser and supplier. The purchaser may also require that the supplier provide a certified analysis for insoluble matter or particular impurities, from KEBS a mutually agreed upon laboratory, for each delivery.

7.2 Method of Manufacture

7.2.1 The quality of a water treatment chemical is greatly influenced by the method of manufacture and quality of raw material used. If other than recognised methods of manufacture, or if unusual raw materials are used, the potential may exist for impurities to be present, or poor quality chemical to be produced, that may be inconsistent with good water treatment practice.

7.2.2 If the method of manufacture, source and/or quality of raw material used is changed during the period of the contract, then additional samples shall be analysed at the manufacturer's or supplier's cost, to demonstrate that the changes have not affected compliance with this Specifications.

7.3 Weight Certificate

Delivered bulk product shall be weighed over certified weighbridges and the docket produced on delivery.

7.4 Rejection

7.4.1 Notice of Non-conformance

If the aluminium sulphate delivered does not meet the requirements of this Specifications, a notice of non-conformance must be provided by the purchaser to the supplier within (14) **fourteen working days** after receipt of the shipment at the point of destination. The results of the purchaser's tests shall prevail unless the supplier notifies the purchaser within five working days after receipt of the notice of complaint that a retest or inspection is desired. On receipt of the request for a retest, the purchaser shall forward to the supplier one of the sealed samples taken in accordance with Section 5. In the event that the results obtained by the supplier upon retesting do not agree with the results obtained by the purchaser, the other sealed sample shall be forwarded, unopened, for analysis to a referee . agreed upon by both parties. The results of the referee analysis or inspection shall be accepted as final.

The cost of the referee analysis shall be paid by the supplier if the material does not meet the requirements of this Specifications, and shall be paid by the purchaser if the material does meet the requirements of this Specifications.

7.4.2 Material Removal

7.4.2.1 If the material does not meet the impurity limit requirements of this Specifications, the supplier shall remove the material from the premises of the purchaser when requested by the purchaser. Removal of material shall be at no cost to the purchaser.

7.4.2.2 If the material meets the impurity limits but not the water soluble aluminium or water insoluble matter content requirements of this Specifications, a price adjustment maybe agreed between the supplier and the purchaser. In the event that a price adjustment cannot be agreed, the supplier shall remove the material from the premises of the purchaser if required by and at no cost to the purchaser.

7.4.2.3 The material that shall be removed shall include the rejected material and any other material the rejected material may have contaminated, for example contents of a tank into which a bulk delivery has been unloaded, if required by the purchaser.

7.4.2.4 All material removed shall be concurrently replaced with material conforming to this Specifications with an appropriate compliance certificate at no cost to the purchaser.

Appendix A: Specific Impurity Limits

A1 Example Calculations

Specific Impurity Limits (SIL) have been calculated based on a maximum dosage (MD) of aluminium sulphate/litre of water and the maximum acceptable value (MAV) of a parameter taken from the Drinking-Water Standards for Kenya. The safety factor (SF) used in the calculation of the SIL is 10, which reflects the view that no more than 10 percent of a MAV should be contributed by a given impurity in a water treatment chemical.

The SIL, values were determined using the following equation:

$$SIL = \frac{MAV (mg/L) \times 10^6 \text{ mg/kg}}{MD (mg/L) \times SF}$$

Example calculations are as follows:

Arsenic:	MAV	=	0.01 mg/L
	MD	=	100 mg/L
	SF	=	10

$$SIL (As) = \frac{0.01 \times 10^6}{100 \times 10}$$

$$= 10 \text{ mg/kg}$$

Boron:	MAV	=	0.3 mg/L
	MD	=	100 mg/L
	SF	=	10

$$SIL (B) = \frac{0.3 \times 10^6}{100 \times 10}$$

$$= 300 \text{ mg/kg}$$

A2 Specific Impurity Limits based on maximum dosage of 100 mg of aluminum sulphate per litre of water, and a safety factor of 10

A2 Specific impurity Limits based on maximum dosage of 100 mg of aluminium sulphate per litre of water, and a safety factor of 10

Antimony	3 mg Sb/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Arsenic	10 mg As/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Barium	700 mg Ba/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Boron	300 mg B/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Cadmium	3 mg Cd/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Chromium	50 mg Cr/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Copper	1000 mg Cu/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Fluoride	1500 mg F/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Iron	200 mg Fe/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Lead	10 mg Pb/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Manganese	500 mg Mn/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Mercury	2 mg Hg/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Molybdenum	70 mg Mo/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Nickel	20 mg Ni/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Selenium	10 mg Se/kg $Al_2(SO_4)_3 \cdot 14H_2O$
Zinc	3000 mg Zn/kg $Al_2(SO_4)_3 \cdot 14H_2O$

Note that the safety factor for many of the above will actually be greater than 10 because it is likely that some of the impurities will be removed in the coagulation and filtration processes. This will be particularly so in the case of iron, in fact iron impurities could enhance the treatment process.

The above table of specific impurity limits has been calculated based on the maximum acceptable value (MAV) of a determinant taken from the Drinking-Water Standards for Kenya 1995, as follows:

Antimony	0.003 mg/L
Arsenic	0.01 mg/L
Barium	0.7 mg/L
Boron	0.3 mg/L
Cadmium	0.003 mg/L
Chromium	0.05 mg/L
Copper *	1 mg/L
Fluoride	1.5 mg/L
Iron *	0.2 mg/L
Lead	0.01 mg/L
Manganese	0.5 mg/L
Mercury	0.002 mg/L
Molybdenum	0.07 mg/L
Nickel	0.02 mg/L
Selenium	0.01 mg/L
Zinc *	3 mg/L

* For aesthetic parameters, guideline values are given.

Appendix B: Sampling Procedure

B1 Sampling Method

B1.1 General

B1.1.1 Sampling and preparation shall be conducted as expeditiously as possible in order to avoid undue exposure of the material to the air, thus avoiding contamination and evaporation.

B1.1.2 The sampling method must give a gross sample that is representative of the material, and which may be divided to provide representative samples for analysis. Samples for analysis shall be provided in triplicate. Samples shall be sealed in airtight moisture proof containers.

B 1.1.3 One sample is for the immediate use of the purchaser for testing of the shipment. The other two samples shall be retained until it is known from the results of the laboratory examination that the shipment meets the requirements of this Specifications. The second sample shall be delivered to the supplier if requested within five days of notification of the examination results of the first sample. The third sample is for the use of a referee laboratory if there is a controversy over the analyses.

B 1.1.4 Each sample shall be labelled to identify it by such information as the name of the purchaser package number, and date received. Each label shall be signed by the sampler.

B1.2 Sample Size

B 1.2.1 The sample size must provide a gross sample that is representative of the material.

B1.2.2 The size of the gross sample and the samples for analysis shall be agreed by the purchaser and the supplier, giving consideration to obtaining representative samples and the requirements of the laboratory to undertake analyses.

B1.3 Solid Aluminium Sulphate

B1.3.1 If the alum is packaged, 5% of the number of the packages shall be sampled. No sample shall be taken from a broken package.

B 1.3.2 Care shall be taken to include a proportional amount of lumps and fines, to obtain representative material.

B1.3.3 Ground aluminium sulphate shall be sampled using a sampling tube or other effective device that measures at least 2 cm in diameter.

B 1.3.4 Kibbled alum (or lumps) shall be sampled from the container by removing an assortment of different sized lumps by hand (wearing clean gloves).

B1.3.5 The gross sample, of at least 16 kg or as agreed, shall be crushed, if necessary, and mixed thoroughly and divided to provide three 0.5 kg samples.

These samples shall be sealed in air tight, moisture-proof, glass containers.

B1.3.6 Each sample container shall be labelled to identify it and shall be signed by the sampler.

B 1.4 Liquid Aluminium Sulphate

B1.4.1 Equal portions shall be taken at four equally spaced time intervals during the unloading of the tank truck. The total sample volume shall equal 2 litres, or as agreed. Special sampling arrangements may be necessary at unmanned water treatment plants, particularly if a new load is pumped into a tank that still has some alum in it.

B1.4.2 The gross sample (2 litres) should be thoroughly mixed, and three 0.5 litres samples retained. They shall be sealed in air tight glass containers.

B 1.4.3 Each sample container shall be labelled to identify it and shall be signed by the sampler.

B2 Sample Preparation

B2.1 The preparation of subsamples for testing may affect the results obtained from identical samples so appropriate and consistent preparation procedures are most important.

B2.2 An appropriate preparation technique must be agreed by the purchaser and the supplier following discussions with all parties, including the laboratory undertaking the analyses, with regard to the objectives of the analyses and the desired results.

B2.3 A suggested sample preparation method to determine the "total" determinant present, as compared to a method appropriate for the determination of "water soluble" determinants, is as follows:

B2.3.1 A vigorous acid digestion of the sample would be required, that would provide a prepared sample suitable for an approved analysis.

B2.3.3 Nitric Acid - Sulphuric Acid digestion or Nitric - Hydrochloric Acid (Aqua Regia) digestion is adequate for samples with readily oxidisable organic matter.

B2.3.4 Nitric - Perchloric Acid digestion or Nitric - Perchloric - Hydrofluoric Acid digestion is necessary for samples containing difficult to oxidise organic matter or minerals.

B2.3 The mutually agreed sample preparation method will depend on the determinants to be measured and the equipment available for preparation and testing by the laboratory.

B2.4 As an alternative, some non-destructive techniques are available, such as X-ray spectrophotometry, for total elemental analysis of solid samples, which do not require an acid digestion preparation.

Appendix C: Supply Contract

C1 Contract

The following provides an outline of acceptable conditions of supply of product, to be included in a contract between a purchaser and a supplier for the supply of aluminium sulphate in accordance with this Specifications, or as agreed by the purchaser and the supplier.

C2 Contract Period

A nominated contract period shall be set as part of a supply contract and shall commence from the date of entering into contract.

C3 Annual Requirements

An approximate annual requirement of product shall be provided for the information of the supplier. However, no guarantee can be given to these amounts as they will vary with water treatment plant throughput, water quality and customer consumption.

C4 Delivery

C4.1 The reception point for the supply of aluminium sulphate shall be designated and agreed between the supplier and the purchaser.

C4.2 Delivery of an order, to the purchaser's specified reception point shall be made within 7 days of receipt of the order or at any other mutually agreed time.

C4.3 Delivery of bulk liquid alum shall be in tanks, unless there is prior agreement between the supplier and the purchaser has been reached as to the load size.

C4.4 Delivery shall be made between the hours of 8:00 am and 4.00 pm Monday to Friday, excluding public holidays unless a prior arrangement is made between the supplier and the purchaser, and discharged only with the authorisation of the purchaser's representative or operating personnel.

C4.5 Delivery dockets shall be provided giving the weight of the product and the % of w/w of water soluble Alum. Bulk deliveries shall be weighed over certified weighbridges.

C4.6 The purchaser may check the solution strength (in the case of liquid alum) after delivery.

C5 Payment

C5.1 Payment will be made in full by the purchaser within 30days after deliveries are made and correctly invoiced by the supplier unless otherwise agreed.

C5.2 Invoices shall state the order number, docket number, weight of product supplied.

C5.3 Payment will be made on measured quantities unless otherwise agreed.

C6 Contract Sum

C6.1 Suppliers shall submit quotes in as per the BoQ for the product offered. The quoted price shall allow for delivery including off-loading to the nominated reception points unless otherwise agreed. The price should indicate clearly whether it is for a tonne of dry weight equivalent, ie of $Al_2(SO_4)_3 \cdot 14H_2O$, or some other basis.

C6.2 The quote shall hold firm for the duration of the contract period.

C6.3 The quote shall be inclusive of any applicable taxes and duties or charges.

C7 Insurance

The supplier shall make their own arrangements for insurance of the order while in transit to the reception point. Responsibility will pass to the purchaser once the delivery has been made to the purchaser's storage facility.

C8 Subletting

The supplier shall not assign or sublet the contract or any part of the contract without the written consent of the purchaser.

C9 Cancellation

The purchaser shall reserve the right to cancel the contract for non-compliance with the Specifications or failure to deliver within the allotted time

PRODUCT NAME: CHLORINE GAS/LIQUID

Product description

Chlorine is a greenish yellow liquid with a very irritating odor. It is soluble in chlorides and alcohols. It is an extremely strong oxidizing agent.

Chemical identification

Chemical name	Chlorine
Chemical formula	Cl ₂
Molecular weight	70.90
Concentration	99.9%
CAS NO.	7782-50-5

Properties/specifications

Appearance	Yellowish green gas
Odor	Pungent/irritating
Vapor pressure	Negligible
Boiling point	-34.5 ⁰ c
Freezing point	-101 ⁰ c
Toxicity conc. in air	Max. 1ppm by volume
Detectable odor conc	Max. 3.5ppm by volume

PRODUCT NAME: CALCIUM HYPOCHLORITE

CHEMICAL PROPERTIES	SPECIFICATIONS
Available chlorine	65% MIN.
Moisture	5.5-10%
Water insoluble substances(as H ₂ O)	3% MAX
Size(355um-1.43mm)	Less than 90% min
Calcium chloride (as CaCl ₂)	3% MAX
Sodium chloride(as NaCl)	20% MAX
Calcium Carbonate(as CaCO ₃)	3% MAX
Calcium Hydroxide (as Ca(OH) ₂)	3% MAX
Aluminium Oxide (as Al ₂ O ₃)	1% MAX
Zinc (as Zn)	20ppmMAX
Nickle (as Ni)	20ppmMAX
Manganese(as Mn)	20ppmMAX
Iron (as Fe)	200ppmMAX
PHYSICAL PROPERTIES	
Appearance	Off white granules
Density	1.1-1.3gm/cc

NB: PACKAGE SHOULD BE 45 KGS DRUM

PRODUCT NAME: MAGADI SODA

Typical chemical characteristics of the product
Average % (W/W)

Total alkalinity(dry basis)	97.71
Fluoride (F ⁻)	0.56
Chloride (Cl ⁻)	0.18
Sodium sulphate	0.26
Sodium bicarbonate	0.10
Iron oxide (Fe ₂ O ₃)	0.036
Water insoluble	0.71
Moisture	0.91
Appearance	White granules

NB: PACKAGE SHOULD BE 50KGS BAGS

PRODUCT NAME:CHLORINE GAS/LIQUID

Product description

Chlorine is a greenish yellow liquid with a very irritating odor. It is soluble in chlorides and alcohols. It is an extremely strong oxidizing agent.

Chemical identification

<u>Chemical name</u>	<u>Chlorine</u>
<u>Chemical formula</u>	<u>Cl₂</u>
<u>Molecular weight</u>	<u>70.90</u>
<u>Concentration</u>	<u>99.9%</u>
<u>CAS NO.</u>	<u>7782-50-5</u>

Properties/specifications

<u>Appearance</u>	<u>Yellowish green gas</u>
<u>Odor</u>	<u>Pungent/irritating</u>
<u>Vapor pressure</u>	<u>Negligible</u>
<u>Boiling point</u>	<u>-34.5⁰ c</u>
<u>Freezing point</u>	<u>-101⁰ c</u>
<u>Toxicity conc. in air</u>	<u>Max. 1ppm by volume</u>

Detectable odor conc	Max. 3.5ppm by volume
----------------------	-----------------------

PRODUCT NAME: CALCIUM HYPOCHLORITE

<u>CHEMICAL PROPERTIES</u>	<u>SPECIFICATIONS</u>
Available chlorine	65% MIN.
Moisture	5.5-10%
Water insoluble substances(as H ₂ O)	3% MAX
Size(355um-1.43mm)	Less than 90% min
Calcium chloride (as CaCl ₂)	3% MAX
Sodium chloride(as NaCl)	20% MAX
Calcium Carbonate(as CaCO ₃)	3% MAX
Calcium Hydroxide (as Ca(OH) ₂)	3% MAX
Aluminium Oxide (as Al ₂ O ₃)	1% MAX
Zinc (as Zn)	20ppmMAX
Nickle (as Ni)	20ppmMAX
Manganese(as Mn)	20ppmMAX
Iron (as Fe)	200ppmMAX
<u>PHYSICAL PROPERTIES</u>	
Appearance	Off white granules
Density	1.1-1.3gm/cc

NB: PACKAGE SHOULD BE 45 KGS DRUM

PRODUCT NAME: MAGADI SODA

Typical chemical characteristics of the product

Average % (W/W)

<u>Total alkalinity(dry basis)</u>	<u>97.71</u>
<u>Fluoride (F⁻)</u>	<u>0.56</u>
<u>Chloride (Cl⁻)</u>	<u>0.18</u>
<u>Sodium sulphate</u>	<u>0.26</u>
<u>Sodium bicarbonate</u>	<u>0.10</u>
<u>Iron oxide (Fe₂O₃)</u>	<u>0.036</u>
<u>Water insoluble</u>	<u>0.71</u>
<u>Moisture</u>	<u>0.91</u>
<u>Appearance</u>	<u>White granules</u>

NB: PACKAGE SHOULD BE 50KGS BAGS

SECTION VI - SCHEDULE OF REQUIREMENTS

ITEM	CHEMICALS	UNIT	QTY
1	Aluminum Sulphate (16.5%)	kg	365,000
2	Magadi soda ash (standard grade)	kg	110,000
3	Chlorine gas 71 kg cylinder (99%)	No.	124
4	Chlorine powder (65% concentration)	kg	6,750
5	Cationic – polymer	kg	6,000

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

ITEM	CHEMICALS	UNIT	QTY	RATE	AMOUNT	COUNTRY OF ORIGIN
1	Aluminum Sulphate (16.5%)	kg	365,000			
2	Magadi soda ash (standard grade)	kg	110,000			
3	Chlorine gas 71 kg cylinder (99%)	No.	124			
4	Chlorine powder (65% concentration)	kg	6,750			
5	Cationic – polymer	kg	6,000			

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)
- (i) In case of discrepancy between unit price and total price, unit price shall prevail

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 E mail
Nature of Business	
Registration Certificate No.	
Maximum value of business which you can handle at any one time – Kshs.	
Name of your bankers Branch	

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

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

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 of20.....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.

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