



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

**TENDER NO: THIWASCO/045/DOAS/2022-2023**

**TENDER FOR DISPOSAL OF OBSOLETE ITEMS AT THIKA  
WATER AND SEWERAGE COMPANY LTD**

**MANAGING DIRECTOR  
THIKA WATER AND SEWERAGE COMPANY LTD,  
P.O. BOX 6103 - 00100, THIKA – KENYA.  
TEL +254720418444**

**(2022-2023)**

**CLOSING DATE  
Tuesday, January 24, 2023 at 11.00am**

## INVITATION TO TENDER

PROCURING ENTITY: **THIKA WATER AND SEWERAGE COMPANY LTD**

CONTRACT NAME AND DESCRIPTION: **DISPOSAL OF OBSOLETE ITEMS AT THIKA WATER AND SEWERAGE COMPANY LTD**

1. The **THIKA WATER AND SEWERAGE COMPANY LTD** now invites sealed tenders from eligible candidates to purchase (*obsolete items at at Thika Water and Sewerage Company Ltd ,Main stores Chania Ward Ngoingwa estate*).
2. Interested eligible candidates may obtain further information at the address provided below. Items will be sold as they are, without any encumbrances.
3. Interested tenderers may inspect the goods to be sold during office hours [*Monday to Friday 10.00am to 3.00pm*] at the address : *Thika Water Procurement office* at the address given below.

A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of (***Kshs.1,000***) One thousand shillings only in cash or banker's cheque payable to

*Bank Name: Equity Bank*

*Branch: Thika*

*Account Name: Thika Water and Sewerage Company Ltd*

*Account Number: 0090294932028 Code 027*

4. Tenderers will be required to pay in advance a refundable **deposit of ten percent (10%) of the reserve price** (to be deposited in the account above) as indicated in the schedule of items and prices.
5. Completed tenders must be delivered to the address below on or before [**Tuesday,24<sup>th</sup> January 2023 at 11.00am**]. Electronic Tenders [**will not**] be permitted.
6. Prices quoted should be net, must be in **Kenya Shillings** and shall remain valid for the period to be determined by the Procuring Entity from the closing date of the tender.
7. Tender documents may be viewed and [downloaded for free](#) from the website [www.thikawater.co.ke](http://www.thikawater.co.ke). Or *PPIP portal* Tenderers who download the tender document must forward their particulars immediately to [procurement@thikawater.co.ke](mailto:procurement@thikawater.co.ke) to facilitate any further clarification or addendum.
8. Tenders shall be quoted be in Kenya Shillings and
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. Late tenders will be rejected.

11. The addresses referred to above are:

**Address for Opening of Tenders.**

Name of Procuring Entity: **Thika Water & Sewerage Company Ltd**

Physical address for the location: **Thika Head Office Near Bluepost Hotel, Along Haile Sellasie Road**

*[Authorized Official (name, designation, Signature and date)]*

Name: Dr. Moses Kinya

Designation: Managing Director

Signature \_\_\_\_\_

Date \_\_\_\_\_

# SECTION I - INSTRUCTIONS TO TENDERERS

## 1 Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 1.2 Tenderers shall be under a declaration of in eligibility for corrupt or fraudulent practices
- 1.3 The Procuring Entity's employees, committee members, board members and their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.
- 1.4 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

## 2. Cost of Tendering

- 2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2 The Procuring Entity shall allow the tenderer to review the tender document and the goods to be sold free of charge before tendering.

## 3. The Tender Document

- 3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- i) Invitation to tender,
- ii) Instructions to tenderers,
- iii) Schedule of items and prices,
- iv) Conditions of Tender,
- v) Form of tender,
- vi) Confidential Business Questionnaire Form,
- vii) Tender Commitment Declaration Form.

- 2.1 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

## 4 Clarification of Documents

- 4.1 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 for tenders. The Procuring Entity will respond in writing to any request for clarification of the tender documents, which it receives not later than thirty (30) 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.
- 4.2 Clarification of tenders shall be requested by the tenderer to be received by the Procuring Entity not later than 7 days prior to the deadline for submission of tenders.
- 4.3 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.



## **5 Amendment of Documents**

- 5.1 At any time prior to the deadline for submission of tenders, the Procuring Entity, may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment
- 5.2 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.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment in to account in preparing their tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of tenders.

## **6 Tender Prices and Currencies**

- 6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the item sit proposes to purchase under the contract.
- 6.2 Prices quoted by the tenderer shall be fixed during the tender validity period 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.
- 6.3 The Price quoted shall be in Kenya Shillings.

## **7 Tender deposit**

- 7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices, to the Bank account indicated in Section III - Schedule of Items and Prices
- 7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the tender for the item.
- 7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the Procuring Entity.
- 7.4 The successful Tenderer's tender deposit will be credited to his tender price so that it forms part of the amount of the tender and the tender will be required to pay the tender priceless the deposit security.
- 7.5 The tender deposit shall be forfeited:
  - a) If a tenderer withdraws its tender during the period of tender validity specified by the Procuring Entity.
  - b) In the case of a successful tenderer, if the tenderer fails to pay the balance of the tender price.

## **8 Validity of Tenders**

- 8.1 Tenders shall remain valid for 60 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring Entity, pursuant to paragraph 2.10. Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 8.2 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 there to shall be made in writing. The tender deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

## **9. Viewing of Tender Items**

- 9.1 Prospective tenders are advised to view the items to be sold before tendering. This will enable them to arrive at the most reasonable and competitive tenders. Tenders are based on "AS WHERE IT IS AND THE CONDITION IT IS IN" and the conditions of the items are not guaranteed or warranted by the seller.

## 10. Sealing and Marking of Tenders

- 10.1 The Tenderer shall deliver the Tender in a single, sealed envelope bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single outer envelope the Tenderer shall place another sealed envelope containing the list of and prices of the items tendered for and addressed as follows.
- a) Bear the name and address (including telephone number and email) of the Tenderer;
  - b) Bear the name and Reference number of the Tender;
  - c) Bear the name and address of the Procuring Entity; and
  - d) Attach a payment slip or certified banking details from a bank, warranting the deposit payment made for the items tender for.
- 10.2 If all envelopes are not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender, or failure to contact the tenderer in case of advice on the status of the tender or refund of deposit. Tenders that are misplaced or opened prematurely will not be accepted.

### Deadline for Submission of Tenders

Tenders must be received by the Procuring Entity at the address specified not later than....(*day, date and time*).

The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.in which case all rights and obligations of the Procuring Entityandtendererspreviouslysubjecttothedeadlinewillthereafterbesubjecttothedeadlineasextended.

## 12. Modification of tenders

- 12.1 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.
- 12.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 12.2 No tender may be modified after the deadline for submission of tenders

## 13 Withdrawals and tenders

- 13.1 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. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

## 14 Opening of Tenders

- 14.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend at ..... (*Time, Day and Date*) and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.
- 14.2 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 14.3 The Procuring Entity will prepare minutes of the tender opening.

## **15 Clarification of tenders**

- 15.1 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.
- 15.3 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.

## **16 Evaluation and Comparison of Tenders**

- 16.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether the tenderer has fulfilled the eligibility criteria, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non-responsive, will be rejected by the Procuring Entity.
- 16.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
  - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 16.3 The Procuring Entity will evaluate and compare the tenders, which have been determined to be substantially responsive.
- 16.4 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

## **17 Award Criteria**

- 17.1 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 highest tendered price, subject to the reserve price.

## **18 Notification of Intention to enter into a Contract/Notification of Award**

- 18.3 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.
- 18.4 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

## **18 Canvassing/Contacting the Procuring Entity**

- 18.1 No tenderer shall contact the Procuring Entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 18.2 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.



ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
<b>ITT 1.1</b>	<p>The name of the contract is <b>Disposal of obsolete items at Thika water and Sewerage Company Ltd</b></p> <p>The reference number of the Contract is <b>THIWASCO/045/DOAS/2022-2023</b></p> <p>The number and identification of lots (contracts) comprising this Tender are: <b>Applicable</b></p>
<b>ITT 4.0</b>	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity: <b>Thika Water &amp; Sewerage Company Ltd</b></p> <p>(2) Physical address for hand Courier Delivery to an office or Tender <b>THIWASCO Head Office, Haile Sellasie Road Near BluePost Hotel Room No.1</b></p> <p>(3) Postal Address: <b>P.O. Box 6103-01000 Thika</b></p> <p>(4) name, telephone number and e-mail address of the officer to be contacted: <b>Procurement Department, 0720-418444,</b> <a href="mailto:procurement@thikawater.co.ke">procurement@thikawater.co.ke</a></p> <p><b>(5) The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 19<sup>th</sup> January 2023 at 5.00pm</b></p>
<b>ITT 6.0</b>	<b>Tender prices and currency in Kenya shillings(kshs)</b>
<b>ITT 8.0</b>	The Tender validity period shall be 182 days
<b>ITT 10.1</b>	In addition to the original of the Tender, the number of copies is: <b>the tenderer shall provide one (1) original and one (1) copy</b>
<b>ITT 22.3</b>	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Confidential business questionnaire duly completed detailing directors/partners/sole proprietorship, MUST disclose power of attorney of the signatory.</b>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>D. Submission and Opening of Tenders</b>	
<b>ITT 10.2</b>	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity: <b>Thika Water &amp; Sewerage Company Ltd</b></p> <p>(2) Postal Address <b>Managing Director, P.O. Box 6103-01000 Thika,</b></p> <p>(3) Physical address for hand Courier Delivery to an office or Tender Box: <b>THIWASCO Main Offices, haile Sellasie Road near BluePost Hotel, Procurement Office, Room No. 1</b></p> <p>(4) Date and time for submission of Tenders: <b>Tuesday, January 24, 2023 at 11.00am</b></p> <p>(5) Tenders <b>shall not submit</b> tenders electronically.</p>
<b>ITT 14.0</b>	Any arithmetic error shall lead to automatic disqualification for it will be termed as a major deviation to the tender
	<p><b>F. Award of Contract</b></p> <p>Award shall be made to the highest tendered price subject to reserve price.</p>

## SECTION II - SCHEDULE OF ITEMS AND PRICES

Item No.	Code No.	Item Description	Qty	Reserve price (Ksh)	Deposit 10%	Item Status	Location	Unit price	Total Price
		<b>LOT 1: FURNITURE</b>							
1	3	Metallic cabinet	1	500.00	50.00	damaged	Chania ward		
2	10	Pool Table	1	500.00	50.00	damaged	Chania ward		
3	26	Cabinet	1	2,000.00	200.00	damaged	Chania ward		
4	27	Cabinet	1	2,000.00	200.00	damaged	Chania ward		
5	28	Cabinet	1	2,000.00	200.00	damaged	Chania ward		
6	29	Cabinet	1	400.00	40.00	damaged	Chania ward		
7	61	Four-way cabinet	1	100.00	10.00	damaged	Chania ward		
8	83	Chair	1	100.00	10.00	damaged	Chania ward		
9	84	Chair	1	100.00	10.00	damaged	Chania ward		
10	85	Chair	1	100.00	10.00	damaged	Chania ward		
11	86	Chair	1	100.00	10.00	damaged	Chania ward		
12	102	Chair	1	100.00	10.00	damaged	Chania ward		
13	103	Chair	1	100.00	10.00	damaged	Chania ward		
14	1	Table tennis table	1	50.00	5.00	damaged	Chania ward		
15	2	Chair	2	200.00	20.00	damaged	Chania ward		
<b>Deposit amount for Lot 1</b>					<b>835.00</b>				
<b>Lot 1 Total price quoted</b>									
		<b>Lot 2: ELECTRONICS</b>							
16	14	Printer	1	500.00	50.00	damaged	Chania ward		
17	20	HP Color printer	1	800.00	80.00	damaged	Chania ward		
18	21	Canon Printer	1	1,000.00	100.00	damaged	Chania ward		
19	46	Dispenser (Von hotpoint)	1	3,000.00	300.00	damaged	Chania ward		
20	73	Central processing unit (CPU)	11	14,000.00	1,400.00	damaged	Chania ward		
21	74	Epson catridge (ERC 31 B)	65	32,500.00	3,250.00	damaged	Chania ward		
22	75	Siemiene 110	1	2,000.00	200.00	damaged	Chania ward		
23	142	Desktop monitor	19	9,500.00	950.00	damaged	Chania ward		
24	144	Telephones	8	800.00	80.00	damaged	Chania ward		
25	146	Uninterruptable power supply (UPS)	28	14,000.00	1,400.00	damaged	Chania ward		
26	147	Printer	12	9,600.00	960.00	damaged	Chania ward		

27	148	Keyboard	13	2,600.00	260.00	damaged	Chania ward		
28	4	Flanking machine	1	5,000.00	500.00	damaged	Chania ward		
29	5	Walkie talkie	1	1,000.00	100.00	damaged	Chania ward		
30	11	Paper shredder	2	4,000.00	400.00	damaged	Chania ward		
31	143	Printer	2	6,000.00	600.00	damaged	Chania ward		
<b>Deposit amount for Lot 2</b>					<b>10,630.00</b>				
<b>Lot 2 Total price quoted</b>									
<b>LOT 3: METERS</b>									
32	12	Water meter 4"	1	1,000.00	100.00	damaged	Chania ward		
33	62	Multijet water meter ¾"	197	334,900.00	33,490.00	damaged	Chania ward		
34	121	Faulty plastic meters	2,250kgs	6,450.00	645.00	damaged	Chania ward		
35	127	Faulty metallic meters	750kgs	3,600.00	360.00	damaged	Chania ward		
<b>Deposit amount for Lot 3</b>									
<b>Lot 3 Total price quoted</b>									
<b>LOT 4: Pumps and Motors</b>									
36	22	Motor	1	50,000.00	5,000.00	damaged	To be collected at old pump house		
37	23	Motor	1	50,000.00	5,000.00	damaged	To be collected at old pump house		
38	24	Switch interlock	1	2,000.00	200.00	damaged	To be collected at old pump house		
39	117	Small Motor	1	20,000.00	2,000.00	damaged	To be collected at TRI		
40	118	Motor part	1	200.00	20.00	damaged	To be collected at TRI		
41	119	Motor part	1	200.00	20.00	damaged	To be collected at TRI		
42	126	Motor housing	1	3,000.00	300.00	damaged	Chania ward		
43	33	Motor	1	50,000.00	5,000.00	damaged	To be collected at workshop		
44	53	Small Motor	1	20,000.00	2,000.00	damaged	To be collected at TRI		
<b>Deposit amount for Lot 4</b>					<b>19,540.00</b>				
<b>Lot 4 Total price quoted</b>									

LOT 5: PIPE FITTINGS								
45	30	Sluice valve	1	9,000.00	900.00	damaged	Chania ward	
46	41	Non – return valve	1	5,000.00	500.00	damaged	Chania ward	
47	42	Sluice valve	1	5,000.00	500.00	damaged	Chania ward	
48	19	Fire hydrant	1	2,000.00	200.00	damaged	Chania ward	
49	43	GI Tee	1	50.00	5.00	damaged	Chania ward	
50	47	Shock	2	600.00	60.00	damaged	Chania ward	
51	123	Sluice valve	1	5,000.00	500.00	damaged	Chania ward	
52	125	Non – return valve	1	5,000.00	500.00	damaged	Chania ward	
53	124	Non – return valve	1	5,000.00	500.00	damaged	Chania ward	
54	69	Sluice valve dn 200mm	1	6,000.00	600.00	damaged	Chania ward	
55	76	VJ Coupling 8”	1	200.00	20.00	damaged	Chania ward	
56	77	Air valve	3	900.00	90.00	damaged	Chania ward	
57	114	Sluice valve 4”	1	900.00	90.00	damaged	Chania ward	
58	136	VJ couplings 4”	75	1,500.00	150.00	damaged	Chania ward	
59	137	VJ couplings 6”	4	1,500.00	150.00	damaged	Chania ward	
60	138	VJ couplings 8” 200mm	51	3,000.00	300.00	damaged	Chania ward	
61	139	VJ couplings 8” 225mm	59	3,000.00	300.00	damaged	Chania ward	
62	140	VJ couplings 10”	36	4,000.00	400.00	damaged	Chania ward	
63	141	VJ coupling 12”	49	4,300.00	430.00	damaged	Chania ward	
64	150	Old rubber rings (assorted size of VJ Coupling rings)	150	750.00	75.00	damaged	Chania ward	
65	37	Non return 6” cast	1	500.00	50.00	damaged	Chania ward	
66	38	Sluice valve cast 8”	2	1,000.00	100.00	damaged	Chania ward	
67	40	Non return 8” cast	1	500.00	50.00	damaged	Chania ward	
68	48	Sluice valve 6”	2	12,000.00	1,200.00	damaged	Chania ward	
69	51	Shaft	1	500.00	50.00	damaged	Chania ward	
<b>Deposit amount for Lot 5</b>					<b>7,720.00</b>			
<b>LOT 5 Total price quoted</b>								
<b>LOT 6: VEHICLE, VEHICLE SPARE PARTS, MOTOR CYCLE AND MOTOR CYCLE SPARE PARTS</b>								
70	49	Motorcycle rim	1	300.00	30.00	Damaged	Chania ward	
71	66	Motorcycle (THIWASCO owned)	2	30,000.00	3,000.00	damaged	Chania ward	
72	87	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward	
73	88	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward	
74	89	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward	
75	90	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward	
76	91	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward	

78	92	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward		
79	93	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward		
80	94	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward		
81	95	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward		
82	96	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward		
83	97	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward		
84	98	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward		
85	99	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward		
86	100	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward		
87	101	Vehicle tyres	1	200.00	20.00	Worn out	Chania ward		
88	113	Vehicle spare parts (diff)	1	500.00	50.00	Damaged	Chania ward		
89	115	Canvas	1	1,000.00	100.00	Damaged	Chania ward		
90	116	Vehicle spare parts (brake pad shoe)	5	2,500.00	250.00	Damaged	Chania ward		
91	52	Motorcycle KTM KCH 141Q	1	35,000.00	3,500.00	wrecked	Chania ward		
92	54	Motorcycle KTM KCH 140Q	1	35,000.00	3,500.00	Wrecked	Chania ward		
93	55	Motorcycle KMCR 270R Jincheng	1	25,000.00	2,500.00	wrecked	Chania ward		
94	57	Motorcycle KTM KCH 166Q	1	50,000.00	5,000.00	Damaged	Chania ward		
95	58	Vehicle spare parts (pressure plates)	2	500.00	50.00	Damaged	Chania ward		
96	107	Motorcycle grill	2	200.00	20.00	Damaged	Chania ward		
97	149	Assorted tyres	11	2,200.00	220.00	Worn out	Chania ward		
98	9	Chemical dozers	5	250.00	25.00	damaged	Chania ward		
99	50	Jerrycan 20l	15	1,500.00	150.00	Damaged	Chania ward		
100	67	Wheelbarrows	2	1,000.00	100.00	Damaged	Chania ward		
101	108	Fire extinguisher (foam)	6	1,200.00	120.00	expired	Chania ward		
102	109	Fire extinguisher (powder)	1	200.00	20.00	Expired	Chania ward		
103	110	Fire extinguisher (CO2)	3	600.00	60.00	expired	Chania ward		
<b>Deposit amount for Lot 6</b>					<b>18,995.00</b>				
<b>Lot 6 total price quoted</b>									

**To note:**

- **Items will be awarded to the Highest evaluated quoted Bidder in each lot.**

The Deposit(s) have been made to the Account as detailed below ;

*Bank Name: Equity Bank*

*Branch: Thika*

*Account Name: Thika Water and Sewerage Company Ltd*

*Account Number: 0090294932028 Code 027*

Name of Tenderer \_\_\_\_\_

Name of Authorized official \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**EVALUATION AND QUALIFICATION CRITERIA**

<b>A.</b>	<b>MANDATORY REQUIREMENTS-bidders who fails to provide all the mandatory requirements will be automatically disqualified for evaluation</b>	<b>POINTS</b>
A1	Attach a copy of National Identification Card.	YES/NO
A2	Attach physical address and box number information. For Individual or Company.	YES/NO
A3	Attach copy of Thika Water receipt for the deposit paid.	YES/NO
A4	Bidders are to fill the Standard Forms on Section IV where applicable	YES/NO



### **SECTION III - CONDITIONS OF TENDER**

- 1.1 A tenderer may tender for each item or each lot and may tender for as many items or lots she/she wishes.
- 1.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item or lot tendered for as indicated in the schedule of items and prices.
- 1.3 Tenderers who will be awarded contracts will be required to pay for the items after 14 days and not later than 21 days. Failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.
- 1.4 Tenderers who will not be awarded contracts will be refunded the deposits within fourteen (14) days after notification of the communication of the contract awards.
- 1.5 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment, failure to which storage charges will be charged as indicated in the appendix to Conditions of Tender.
- 1.6 The Procuring Entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the Procuring Entity.

## **SECTION IV - STANDARD FORMS**

### **Note on Standard Forms**

The form of tender, the confidential business questionnaire form and the tender deposit commitment declaration form must be completed by the tenderers and returned with the tender. Failure to complete any of these forms will lead to the disqualification of the tenderer.



# 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 and having examined the items on sale, we the undersigned, offer to purchase and collect all the items offered to us 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 Items and Prices attached here with and made part of this Tender.
2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.
3. We agree to adhere by the tender price 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.
4. We understand that you are not bound to accept the highest or any tender that you may receive.

## SCHEDULE OF ITEMS AND PRICES

1	2	3	4	5	6	7
Item No.	Description of Item	Unit of Issue	Total Quantity	Unit price	Total Tender Price	Required Deposit
1						
2						
3						
4						
5						

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

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[In the capacity of]*

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

# **Confidential Business Questionnaire Form**

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

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

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

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

## **Part 1 – General**

Business Name.....  
Location of business Premises..... Plot No.....  
Street/Road..... Postal Address..... Tel No..... Nature  
of business..... Current Trade License  
No..... Expiring date.....  
Maximum value of business which you can handle at any one time Kenya  
shillings..... (In words).....  
Name of your Bankers ..... Branch .....

## **Part 2 (a) – Sole Proprietor or Individual**

Your Name in full ..... Age .....  
Nationality ..... Country of origin .....  
Citizenship details (*ID and or Passport Number*).....  
Name..... and signature.....

## **Part 2 (b) Partnership**

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....

[Name, Designation and Signature of Tenders Representative in the Company]

Name .....  
Designation.....  
Signature and Company stamp or Seal.....

## **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. ....	.....	.....	.....

ETC.

[Name, Designation and Signature of Tenders Representative in the Company]

Name .....

Designation .....

Signature and Company stamp or Seal.....

Date .....

**6. Tender deposit commitment Declaration Form**

Tender No. .... (As per tender documents)

As indicated in the schedule of items and prices, we do confirm that we have put deposits for the items tendered for as supported by the attached copies of receipts as follows:-

ITEM No. or Lot No.	Item Description	Deposit (Kshs.)	Receipt No. and Date
1			
2			
3			
4			
5			

Authorizing Official \_\_\_\_\_  
(Name)

Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# SELF-DECLARATION FORMS

## FORM SD1

### SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for..... (Insert tender title/description) for..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

FORM SD2

**SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of.....  
..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....  
..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.**..... for  
..... (*Insert tender title/description*) for..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp



## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of (*Name of the Business/ Company/Firm*).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....Telephone.....

E-mail.....

Name of the Firm/Company..... Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name.....

Sign..... Date.....

# LETTER OF NOTIFICATION OF AWARD

[Letter head paper of the Procuring Entity] [Date]

To: [name and address of the Contractor] This is to notify you that your Tender dated [date] for the purchase of the items and at prices listed on the table below is here by accepted by..... (Name of Procuring Entity).

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between us and yourselves for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 14 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

## OFFERED ITEMS AND PRICES

1	2	4	5	6
Item No.	Description of Item	Total Quantity	Unit price	Offered Price
1				
2				
3				
4				
TOTAL PRICE OF ALL ITEMS				xxxxx

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

# COPY OF THE LETTER OF NOTIFICATION OF AWARD

*(To be signed by the Purchaser)  
[Letterhead paper of the Procuring  
Entity] [Date]*

To: *[name and address of the Purchaser]*

This is to notify you that your Tender dated *[date]* for the purchase of the items and at prices listed on the table below is hereby accepted by..... *(name of Procuring Entity)*.

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between us and yourselves for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 14 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

## **OFFERED ITEMS AND PRICES**

1	2	4	5	6
Item No.	Description of Item	Total Quantity	Unit price	Offered Price
1				
2				
3				
4				
<b>TOTAL PRICE OF ALL ITEMS</b>				<b>XXXXX</b>

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity:.....

### ***Officer(s) to be contacted***

Name of Officer \_\_\_\_\_

Postal Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

email Address \_\_\_\_\_

Physical Address (City, Street, Building, Floor number and room number)

\_\_\_\_\_

***SIGNED BY THE PURCHASER***

I/we, the undersigned accept the award and will execute the sale of the items as per conditions of the award. We understand that the award will remain cancelled and no deposits will be refunded if we do not:

- a) Return this letter signed within 14 days; or
- b) Pay the balance of the tender amount within fourteen (14) days after notification of the award.

We further understand that if we do not collect the items we have paid for within fourteen (14) days after making the payment, you charge storage charges at rates to be determined by yourselves.

Name of Purchaser

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

*Name and Title of Signatory*

**REQUEST FOR REVIEW**

**FORM FOR REVIEW(r.203(1))**

**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..... for .....(Tender description).

**REQUEST FOR REVIEW**

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

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**