



**NZOIA WATER SERVICES
COMPANY LIMITED**

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NZOWASCO-PROC-T01-2021-22

**TENDER FOR SUPPLY AND DELIVERY OF
SUBMERSIBLE RAW WATER AND MOTOR
PUMPS**

25th, Aug, 2021

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SECTION A - INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for Supply **and delivery of SUBMERSIBLE RAW WATER AND MOTOR PUMPS** whose specifications are detailed in the Tender Documents. Interested eligible candidates may obtain further information from, and inspect the Tender Documents at the office of:

Head of Procurement
Nzoia Water Services Co.
Behind Masinde Muliro Webuye
Campus.
P O Box 1010- 50205
Webuye -
Tel (254) (020) 2060536

Whereas the tender document may be collected upon payment of a non-refundable fee of Kenya shillings One thousand (Ksh. 1,000.00) paid in cash at NZOWASCO headquarter office in Webuye or through a banker's cheque.

The document can also be viewed and downloaded from the website www.nzoiawater.co.ke free of charge (For downloaded tenders kindly inform the Company through tenders@nzoiawater.or.ke in case of any clarification).

Tenderers are advised to be attentive to the information provided under the “Appendix to the instruction to tenderers” and the “Special conditions of contract

Tenders must be accompanied by a security in the form and amount specified in the tender documents, and must be delivered to:

**The Managing Director
Nzoia Water Services Co.
Behind Masinde Muliro Webuye Campus
P O Box 1010 - 50205
NAIROBI, KENYA**

On or before **6th, Sept 2021 at 10.30 a.m.**

Tenders will be opened on **6th, Sept 2021 at 10.30 a.m.** in the presence of the candidates' Representatives who choose to attend at Nzoia Water Services Co. boardroom.
The company reserves the right to vary the quantities.

SENIOR PROCUREMENT COORDINATOR.

Supply and delivery of SUBMERSIBLE RAW WATER PUMP

SECTION B - INSTRUCTIONS TO TENDERERS

INTRODUCTION

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender Documents. Successful tenderer shall supply and deliver SUBMERSIBLE RAW WATER AND MOTOR PUMPS by the intended date specified in the tender documents.
- 1.2 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 SUBMERSIBLE RAW WATER AND MOTOR PUMPS under this Invitation for tender.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

- 2.1 All Goods to be supplied under the contract shall have their origin in eligible source countries
- 2.2 For purposes of this clause, "origin" means the place where the goods are Produced.
- 2.3 The origin of the Goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

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

4. The Tender Document

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
 - (i) Invitation for Tenders
 - (ii) General information
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements & Technical Specifications
 - (vi) Tender Form and Price Schedules

Supply and delivery of SUBMERSIBLE RAW WATER PUMP

- (vii) Tender Security Form
- (viii) Contract Form
- (ix) Performance Security Form
- (xi) Manufacturer's Authorization Form

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.

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing, email or by cable (hereinafter, the term *cable* is deemed to include facsimile) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entity response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

6. Amendment of Documents

- 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.
- 6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 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.

Preparation of Tenders

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and 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.

8. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below
- (b) Documentary evidence established in accordance with paragraph 12 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 13 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 14

9. Tender Form

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.

10. Tender Prices

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.

10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i. The price of the goods quoted EXW (ex equipment, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- ii. Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination.

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 22.

11. Tender Currencies

11.1 Prices shall be quoted in the following currencies:

- (a) For the goods and services that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For Goods that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency acceptable to the local banks.

12. Tenderers Eligibility and Qualifications.

- 12.1 Pursuant to paragraph 1 of section B, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 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 I of section B.
- 12.3 The documentary evidence of the tenderers qualifications to perform the contract if Its tender is accepted shall establish 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.

13. Goods' Eligibility and Conformity to Tender Document.

- 13.1 Pursuant paragraph 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.
- 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 with a certificate of origin issued at the time of shipment.
- 13.3 The documentary evidence of conformity of the supply and delivery of goods, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the Goods
 - (b) A list giving full particulars, including available sources and current prices of spare parts, necessary for the proper and continuing functioning of the Goods for a period of one(1) year, 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 services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 For purposes of the commentary to be furnished pursuant to paragraph 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.

14. Tender Security

14.1 The tenderer shall furnish, as part of its tender, a Tender Security for the amount of kshs 100,000.

14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.74

14.3 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, 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.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 22.

14.5 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.

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 30 **or**
 - (ii) To furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Nzoia Water Services Co.Ltd pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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 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.

16. Format and Signing of Tender

- 16.1 The tenderer shall prepare TWO copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 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.

Submission of Tenders

17. Sealing and Marking of Tenders

- 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.
- 17.2 The inner and outer envelopes shall :
- (a) Be addressed to the Procuring entity at the following address:
Managing Director
Nzoia Water Services Co.
Behind Masinde Muliro Webuye Campus
P O Box 1010-50205
WEBUYE, KENYA.
 - (b) Bear, "**SUPPLY AND DELIVERY OF WATER PUMP**" The Invitation for tenders (IFT), and the words: "**DO NOT OPEN BEFORE**" **6th SEPT 2021 at 10.30 a.m.** 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".
- 17.3 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

18. Deadline for Submission of Tenders

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18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 not later than **6TH SEPT, 2021 at 10.30 a.m.**

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 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

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 prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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 14.7

Opening and Evaluation of Tenders

20. Opening of tenders.

20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **1st, September 2021 at 10.30 a.m.** at Nzoia Water Co. Headquarter offices in Webuye. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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 Nzoia Water Services Co. at its discretion, may consider appropriate, will be announced at the opening.

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

21. Clarification of Tenders

- 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.
- 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.

22. Preliminary Examination

- 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. **(See Appendix For This Clause)**
- 22.2 Arithmetical errors will not be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall not prevail, and the total price shall not be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 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 affect the relative ranking of any tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 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 nonconformity.

23. Evaluation and Comparison of Tenders

- 23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 The Procuring entity's evaluation of a tender will exclude and not take into account:
- a. In the case of Goods manufactured in Kenya or Goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the Goods if a contract is awarded to the tenderer; and
 - b. Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 23.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the

Goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods,

- 23.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:
- (a) delivery schedule offered in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (c) the cost of the goods, mandatory spare parts and service;
 - (d) The availability in Kenya of goods and after-sales services for the equipment offered in the tender;
 - (e) The design drawings of the said equipment
 - (f) The capacity of the goods
 - (g) The Material construction of the goods
 - (h) The manufacturers brochures included on top of (e) above.

23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

- (a) *Delivery schedule.*

The Procuring entity requires that the goods under the Invitation for Tender shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.
- (c) *Spare parts and after sales service facilities.*

Tenderers must offer items with service and spares parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give documentary evidence and assurance that he will establish adequate back-up for items supplied.

24. Contacting the Procuring entity

24.1 Subject to paragraph 21, 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.

24.2 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.

Award of Contract

25. Post-qualification

25.1 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.

25.2 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 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

25.3 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.

26. Award Criteria

26.1 Subject to paragraph 10,23 and 28 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.

27. Procuring entity's Right to Vary quantities

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

28. Procuring entity's Right to Accept or Reject Any or All Tenders

28.1 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.

29. Notification of Award

29.1 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.

29.2 The notification of award will constitute the formation of the Contract.

30. Signing of Contract

30.1 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.

30.2 Within thirty (30) days of receipt of contract form, the successful tenderers shall sign and date the contract and return it to the preparing entity.

31. Performance Security

31.1 Within thirty (30) days of the receipt of notification of award from 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.

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 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.

32. Corrupt Fraudulent Practices

32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (b) 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;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Appendix to clause 22 above.

Preliminary and mandatory Examination criteria

No	Item	Tick Where Provided
1	Company proof of incorporation (attach copy of Incorporation/Registration)	
2	Tender Security/Bid bond of kshs 100,000 - Bank Guarantee Valid for 90 days from date of closing of tender. Bankers' cheque Also acceptable.	
3	Duly completed Price Schedule, Signed and Stamped with date on every page.	
4	Duly completed Tender Form, Signed and Stamped with date.	
5	Copy of valid Tax Compliance Certificate	
6	Provide phone number (s) and email address of the person(s) Signing the tender on behalf of the tenderer.	
7	Physical Registered Office Address (Attach proof of ownership/lease/rental etc)	
8	Duly Filled and signed Mandatory Confidential Business Questionnaire	
9	Attach evidence for similar supplies to at least 1 client. (Letters of awards, Purchase Orders and any documentary proof is required)	
10	Supply of literature material that explains the details of the Specific goods offered. (Brochures, catalogues etc)	
11	Warranty period for the goods of more than 12 months.	

SECTION C - GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 Supply and delivery of SUBMERSIBLE RAW WATER PUMP for Matisi, and MOTOR PUMPS For Nzoia T/W 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.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

3. Country of Origin

- 3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.
- 3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the General Conditions.

5. Use of Contract Documents and Information

- 5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, 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.
- 5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall
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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.

6. Patent Rights

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.

7. Performance Security

- 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.
- 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
- 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 Procuring entity, in the form provided in the tender documents.
- 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.

8.0 Inspection and Tests

Nzoia Water Services Co; Limited or its representative shall have the right to inspect and test the goods to confirm their conformity to the Contract specifications. Nzoia Water Services Company Limited shall notify the tenderer in writing, in a timely manner, of the identity if any representatives for these purposes.

The Company may at its own discretion require inspecting the facilities of the tenderer after opening of the tender and before the award of the tender. Nzoia Water Services Company Limited shall have a representative who shall be the Water Engineer or any other Engineer he may appoint to act on his absence or may appoint a foreign consultant.

- (a) The representative may at his discretion inspect the work in progress and his recommendations shall be implemented by the contractor, the tender specification notwithstanding.
- (b) Such alteration as in (a) above shall be in writing and shall be valid.

8.1 Test Procedures

30 days after the award of the tender, the tenderer may be required to submit to the Nzoia Water Services Company Limited representative a comprehensive and detailed description of the methods to be used in:-

- (a) Testing of equipment.
- (b) Any other tests or parameters critical to the equipment.

8.2 Test Verifications

While the contract is in progress, the Nzoia Water Services Company Limited representative may by notifying the contractor within reasonable notice period, require to be present when the following tests are done:

- (a) Testing of equipment.
- (b) Any other tests or parameters critical to the equipment.

9. Drawing, Specifications and Data

The technical data supplied by Nzoia Water Services Company Limited in the Contract schedules or elsewhere in these documents, forms part of the technical specification.

The Nzoia Water Services Company Limited drawings which form part of the technical specification are attached or referenced therein. All drawings, specifications and data supplied by Nzoia Water Services Company Limited subsequent to the award of contract, which cover changes in the work, extra work, or which supplement existing drawings, specification and data shall upon issue form part of the contract documents.

The tenderer shall supply brochure and drawings showing performance curves, assembly, part list and shall form part of evaluation criteria

10. Sole Risks

The work shall be at the sole risk of the Contractor against loss or damage up to and including the date of delivery to the delivery point. It shall in no way be implied or inferred that this arrangement limits the Contractor's responsibility in respect to the material supplied, workmanship and performance of the work.

11. Location and Transportation

The supplier will cover all transportation costs of the goods to delivery site - Matisi t/w in Bungoma County and Nzoia T/W in Transzoia County.

12. Payment

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.

12.2 Payments shall be made by Nzioa Water Services Company Limited as specified in the Contract.

13. Prices

13.1 Prices charged by the tenderer for the goods 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.

Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

14. Assignment

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Nzioa Water Services Company Limited's prior written consent.

15. Subcontractors

15.1 The tenderer shall notify Nzioa Water Services Company Limited 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.

16. Termination for Default

16.1 Nzioa Water Services Company Limited 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 supply the goods within the period(s) specified in the Contract, or within any extension thereof granted by Nzioa Water Services Company Limited.
- (b) If the tenderer fails to perform any other obligation(s) under the Contract
- (c) If the tenderer, in the judgment of Nzioa Water Services Company Limited has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event Nzioa Water Services Company Limited terminates the Contract, upon such terms and such manner as it deems appropriate, for the supply of similar goods to those undelivered and the tenderer shall be liable to Nzioa Water Services Company Limited for any excess costs for the alternative contract.

17. Liquidated Damages

17.1 If the tenderer fails to complete the supply within the period(s) specified in the contract, Nzioa Water Services Company Limited shall, without prejudice to its other remedies under the contract, deduct from the contract price of the

delayed delivery up to a maximum deduction of 10%. After this said deductions, Nzioa Water Services Company Limited may consider termination of the contract.

18. Resolution of Disputes

18.1 Nzioa Water Services Company Limited and the tenderer shall

Make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

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 adjudicate in an agreed National or International forum, and/or International arbitration.

19. Language and Law

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.

20. Force Majeure

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 D - SPECIAL CONDITIONS OF CONTRACT

1. Definitions

- a. "Goods" means **Supply and delivery of SUBMERSIBLE RAW WATER PUMP AND MOTOR PUMPS For Matisi.and Nzoia T/W**
- b. The "Procuring entity" is
**Nzoia Water Services Co.,
Behind Masinde Muliro Webuye Campus,
P.O. Box 1010 - 50205,
Webuye. Kenya**

And includes the Purchaser's legal representative's successors or assigns.

2. Applications

- 2.1 The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

3. Performance Security

- 3.1. The Performance Security shall be in the amount of 10% of the total Contract Price
- 3.2. The Procuring Entity shall not be required to demonstrate the loss it has suffered.
- 3.3. Performance Security shall be valid for a minimum of **60** days after shipment in case of Foreign Suppliers and a minimum of **30** days after delivery in case of Local Suppliers.
- 3.4. Performance Security for Foreign Suppliers shall be discharged by the Procuring Entity and returned to the Suppliers not earlier than 60 days after the date of shipment. For Local Suppliers it shall be discharged after proof, of satisfactory delivery and acceptance of the goods under the contract

4. Payment Terms & Conditions

- 4.1 The credit period shall be:-

(a) For local suppliers, Nzoia Water Services Company's payment terms are 90 days upon receipt of certified invoices, and delivery notes confirming that the invoiced material has been delivered, and is in accordance with the contract.

b) For overseas suppliers, payments shall be effected upon presentation of a complete set of shipping documents to the advising bank as will be stipulated in the Letter of Credit (LC)

4.2 (a) For Local Suppliers

Payment shall be made through Nzoia Water Services Company's cheque/ Telegraphic transfer for the amount of contract. The terms shall be:-

- (i) Strictly Delivered and Duty Paid (DDP), to Nzowasco Offices.

- (ii) Local suppliers who request for Letters of Credit (hereinafter abbreviated as LC) shall be required to meet all the LC costs. Indicative costs levied by the banks include opening charges (about 0.475% per quarter), confirmation charges (about 0.5%) and any amendment charges.
- (iii) The maximum number of LC extensions shall be limited to a maximum of two (2 only, but not exceeding one quarter (3 months) each, at the cost of the beneficiary.

(b) For Foreign Suppliers (not applicable).

Payment shall be through an LC under the following conditions:-

- (i) The supplier shall be required to meet all LC bank charges incurred in their country, while Nzowasco shall meet those incurred in Kenya
- (ii) Any extension and or amendment charges and other costs that may result from the Supplier's delays, requests, mistakes or occasioned howsoever by the Supplier shall be to the Beneficiary's account.
- (iii) The maximum number of LC extensions shall be limited to a maximum of two (2) only, but not exceeding one quarter (3 months) each, at the cost of the beneficiary.
- (iv) Should the Supplier require a confirmed LC, then all confirmation and any other related charges levied by both the Supplier's and Procuring Entity's bank shall be to the Beneficiary's account.
- (v) The LC shall be opened only for the specific Order within the validity period of the contract
- (vi) LCs shall be partial for partial deliveries or full for one delivery as per the contract.
- (vii) The Supplier shall be required to submit a Proforma invoice for each lot or schedule for use in the placement of order and opening of the LC. The Proforma Invoice shall be on total Cost and Freight (CFR) basis showing the freight charges separately from the Free on Board (FOB) cost. Nzowasco will meet the Freight Insurance cost.
- (viii) A copy of the Performance Security, stamped and certified as authentic by the Procuring entity, whose expiry date should not be less than 30 days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is made.

(c) Advance Payment

Advance Payment is not applicable; however the same can be approved upto 20% of tendered sum upon submission of 20% bank guarantee.

5. Manufacturers' Authorization

For goods that the tenderer does not manufacture, the Manufacturers authorization form must be submitted in the manufacturer's letterhead

10. Prices

Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

10.2 a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

b) Local Taxation

i). Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

ii). The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

iii.) In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

c) Tax Deduction

i). If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

ii). Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

d) **Tax Indemnity**

i). The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

ii) The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

iii). Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) day's moratorium, the Employer shall be entitled to compensation for financing charges.

The rates and prices quoted by the Tenderer shall be fixed during the performance of the Contract.

SECTION E - TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION

Nzowasco operates a SUBMERSIBLE RAW WATER PUMP at Matisi and MOTOR PUMPS at Nzoia T/W.

There is need for procurement of THREE WATER PUMP to be part of the station strategic spare pump.

2.0 GENERAL

- i) These specifications describe the basic requirements for the SUBMERSIBLE RAW WATER PUMP AND MOTOR PUMPS. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
- ii) Tenderers must indicate on the specifications data sheets whether the equipment offered comply with each specified requirement.
- iii) All the dimensions and capacities of the equipment to be supplied shall not be inferior to those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. Nzowasco reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- iv) The Tenderers are requested to present information along with their offers as follows:
 - shortest possible delivery period of the product.
 - Information on proper representative and/or workshop for back-up Service/repair and maintenance including their names and addresses.

3.0 PARTICULAR TECHNICAL SPECIFICATIONS

3.1 SUPPLY OF SUBMERSIBLE RAW WATER PUMP AND TWO MOTOR PUMPS

3.1.1 SCOPE OF THE WORK

Under this tender, the work to be done consists of the supply of SUBMERSIBLE RAW WATER PUMP ,MOTOR PUMPS manufacture, preparation for delivery, and delivery to Nzowasco offices at Matisi and Nzoia T/W(BUNGOMA AND TRANZOIA COUNTY RESPECTIVELY)

The work to be executed under this tender shall be complete in every detail for the purpose(s) required. The contract shall include the supply by the contractor of

Parts not herein specifically mentioned, but which may be found necessary to complete or perfect any of this specifications.

Brochures giving details of the SUBMERSIBLE RAW WATER PUMP AND MOTOR PUMPS to be supplied shall be forwarded together with the tender and shall form part of the tender evaluation.

The work shall be done in accordance with these tendering documents and in accordance with Nzoia Water Services Co. Contract Schedule.

3.1.2 EXISTING EQUIPMENT

The existing SUBMERSIBLE RAW WATER PUMP AT MATISI is Lowara Pump set DLS4 200-395, were supplied and installed about ten years ago and were designed in such a manner that there must be 2 SUBMERSIBLE RAW WATER PUMP at a time each operating either with both working in tandem or only one working and the other one as standby. The above Pump has been discontinued and therefore the specifications of the required pump are as detailed below that merges the above pump.

No	ITEM DESCRIPTION	SPECIFICATION	Unit	Qty.	Unit cost	Totals
1.	<p>BUNGOMA REGION</p> <p>a) Matisi T/Works Low lift submersible pump.</p> <p>b) Variable frequency Drive (VFD) 55KW-Siemens.</p>	<p>SUBMERSIBLE PUMP</p> <p>1) Max flow (Q)-750 m³/h</p> <p>2)Dynamic Head (H)-35.7m</p> <p>3)Actual impeller diameter-294 m Non clog</p> <p>4)Cooling type; without jacket</p> <p>5) pump type XYLEM (Lowara)</p> <p>6)Power 50 KW</p> <p>7)Efficiency > 89%</p> <p>8)Auto coupling gasket</p> <p>9) Delivery DN 200</p> <p>Tech specs</p> <p>a)Motor protection</p> <p>b)Programmable pump protection features</p> <p>c)Sensors to measure process operations(Low level, low pressures etc</p>	No.	1		
2.	<p>KITALE REGION</p> <p>a) NZOIA HIGH LIFT</p> <p>Motor pump set type (pump-KSB & motor-Siemens).</p>	<p>1)PUMP;</p> <p>a) Discharge (Q) 400m³</p> <p>b) Dynamic head (H) 150m</p> <p>c) Speed (n) 1490 rev/m</p> <p>d)NPSH required-3.5 m</p> <p>e)Efficiency; >89%</p> <p>f) Power absorbed: 173.99 KW</p> <p>g) Horizontal Multistage</p> <p>h) Suction & Delivery DN 300</p>	No.	1		

	<p>b)LOW LIFT NZOIA</p> <p>Motor pump set type (pump-KSB & motor-Siemens).</p>	<p>1)PUMP;</p> <p>a) Discharge (Q) 400M³</p> <p>b) Dynamic head (H) 110M</p> <p>c) Speed (n) 1490 rev/m</p> <p>d)NPSH required-3.5 M</p> <p>e)Efficiency; >89%</p> <p>f) Power absorbed: 173.99 KW</p> <p>g)Suction DN250</p> <p>h) Delivery DN250</p> <p>2) MOTOR;</p> <p>a) Power rating: 110KW 3 phase</p> <p>b)Speed; 1490 Rev/Min</p> <p>c)Efficiency : >91%</p> <p>d) Service factor; 1.5</p> <p>e) Insulation class: F</p> <p>3) Variable Frequency drive(VFD)- 110KW with the following protection;</p> <p>a) Motor protection</p> <p>b) Sensors to measure process operations (Low levels, Low pressures etc.)</p> <p>c) Programmable pump protection features</p>				
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3.1.3 GENERAL REQUIREMENTS

1. Tenderer is requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
2. Tenderer must indicate on the specifications sheet in section 2.5 below whether the equipment offered comply with each specified requirement.
3. All the specifications of the equipment to be supplied shall be those required and indicated in the table above. Deviations from the basic requirements, if any, shall be explained in detailed in writing with the offer, with supporting data such as calculation sheets, etc. Nzowasco reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
4. The Tenderer is requested to present information along with their offer as follows:
 - shortest possible delivery period of the product.
 - Information on proper representative and/or workshop for back-up
Service/repair and maintenance including their names and addresses.

3.1.4 PARTICULAR SPECIFICATIONS OF SUBMERSIBLE RAW WATER PUMP AND MOTOR PUMP SET

3.1.4.1 Specifications For The Raw Water To Be Supplied

The successful tenderer shall provide design as well as the as-built drawings of the SUBMERSIBLE RAW WATER PUMP AND MOTOR PUMP SET operation and maintenance instructions in a form prescribed by Nzoia Water Services Co. These specifications, except as otherwise noted, are written singularly and should apply to all.

3.1.4.2 Specifications For New SUBMERSIBLE RAW WATER PUMP To Be Supplied

The SUBMERSIBLE RAW WATER PUMP shall be of sound construction to meet operating/design conditions without any modification to the equipment or the item supplied.

SECTION F - PRICE SCHEDULE OF REQUIREMENTS

2	3	4	5	6	7
Description	Country of origin	Unit of Sale	Quantity	Unit Price	Total Price
SUBMERSIBLE RAW WATER PUMP		Pc	1		
MOTOR PUMP SET TYPE					
TOTAL PRICE					
Discount (%)					
TOTAL PRICE LESS DISCOUNT					
VAT					
TOTAL COST TO WEBUYE-MATISI					
Country of Origin					
Currency of Tender					
Delivery Period					
Warranty period					

ADDITIONAL ITEMS NOT SPECIFIED BUT NECESSARY FOR PROJECT COMPLETION: _____

TENDERER'S NAME: _____

TENDERER'S SIGNATURE: _____

COMPANY'S RUBBER STAMP: _____

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

SECTION G - TENDER FORM

Date: _____

To: Nzoia Water Services Co.

P.O. Box 1010-50205,

Webuye, Kenya.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda no's..... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and deliver SUBMERSIBLE RAW WATER PUMP AND MOTOR PUMP SET TYPE) For Matisi AND Nzoia in conformity with the said tender documents for the sum of(figures) (words) 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 the goods 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 equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by Nzioa Water Services Company Limited.

4. We agree to abide by this Tender for a period of 90 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2021.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of

Supply and delivery of SUBMERSIBLE RAW WATER PUMP

SECTION H - TENDER SECURITY FORM

(To be in the Banks' letterhead)

Whereas..... [Name of the tenderer] (Hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the supply and delivery of SUBMERSIBLE RAW WATER PUMP for Matisi-and Motor pump set type for Nzoia T/w in Tranzoia county

_____ [name and/or description of the goods] (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 Nzoia Water Services Co. (Nzowasco. 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 _____ 2016.

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 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]

SECTION I - CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 2021 between Nzoia Water Services Co. of Kenya (hereinafter called "the Procuring entity") of the one part and..... of..... [City and country of tenderer] (Hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz supply and delivery of SUBMERSIBLE RAW WATER PUMP and MOTOR PUMP SET TYPE) For Matisi and Nzoia 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:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to. 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.

In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

The Procuring entity hereby covenants to pay the tenderer in consideration of the provision 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 _____

SECTION J - PERFORMANCE SECURITY FORM

(To be on the guaranteeing Bank's letterhead)

To: Nzioa Water Services Company Limited
P.O. Box 1010-50205
WEBUYE, KENYA

WHEREAS [Name of tenderer] (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2021 Supply and delivery of SUBMERSIBLE RAW WATER PUMP For Matisi and MOTOR PUMP SET TYPE for Nzoia (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 (Figures) (words) and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of _____ 2021

Signature and seal of the Guarantors

[Name of bank or financial institution] [Address]

[Date]

SECTION K: MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE)

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 - General

Business Name:.....Certificate of
Incorporation / Registration No.Location of
business premises:

CountryPhysical address
.....

TownBuilding.....

Floor.....Plot No.
.....

Street / RoadPostal Address
.....

Postal / Country Code.....Telephone
No's.....

Fax No's.E-mail address
.....

Website

.....

Contact Person (*Full Names*) Direct / Mobile
No's.....

Title Power of Attorney (**Yes/ No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)
.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
.....

Value Added Tax
No.....

Value of the largest single assignment you have undertaken to date (*USD/KShs*)
.....

Was this successfully undertaken? **Yes/ No.** (If **Yes**, attach
reference)

Name (s) of your banker (s)
.....

BranchesTel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names
.....

Nationality..... Country of
Origin.....

.....
Company Profile (*Attach brochures or annual reports in case of public company*)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.
.....
.
2.
.....
.
- 3.....
....
4.
.....
.

Company Profile(*Attach brochures*)

Part 2 (c) – Registered Company (if applicable)

Private or public

Company Profile(*Attach brochures or annual reports in case of public companies*)

State the nominal and issued capital of the Company
Supply and delivery of SUBMERSIBLE RAW WATER PUMP For Matisi

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

1.....

2.....

3.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the NZOWASCO and any other public or private institutions.

Full Names
.....

Signature
.....

Dated thisday of.....2016.

In the capacity of
.....

Duly authorized to sign Tender for and on behalf of
.....

Part 2 (e) – Bankruptcy/Insolvency/receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names
.....

Signature
.....

Dated this dayof.....2016.

In the capacity of
.....

Duly authorized to sign Tender for and on behalf of
.....

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

c)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

.....

For and on behalf of M/s

.....

In the capacity of

.....

Dated this.....day of.....2021.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) - Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

c)

d)

For and on behalf of M/s

.....

In the capacity of

.....

Dated.....this.....day..... of.....2021

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) - Interest in the Firm:

Is there any person/persons in NZOWASCO or any other public institution who has interest in the Firm? Yes/No (Delete as necessary) Institution

.....

.....

(Title) (Signature) (Date)

Part 2(i) - Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give NZOWASCO authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

.....

Signature.....

For and on behalf of M/s

.....

In the capacity of

.....

Dated this.....day.....of.....2021.

Suppliers' / Company's Official Rubber Stamp

.....

**SECTION L: SCHEDULE OF WORKS SATISFACTORILY CARRIED
OUT BY THE TENDERER WITHIN THE LAST FIVE YEARS**

NO.	DESCRIPTION OF WORKS	VALUE OF WORKS OR GOODS (KSHS)	YEAR COMPLETED

I hereby certify that the above have been successfully carried out and completed by us.

[Signature and stamp of tenderer]

[Address]

[Date]

SECTION M - MANUFACTURER'S AUTHORIZATION FORM

To be with a manufacturer's Letterhead

To: Nzioa Water Services Company Limited
P.O. Box 1010-50205
WEBUYE, KENYA

WHEREAS
[Name of the Manufacturer] who are established and reputable manufacturers of hydraulic equipment 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 to Supply and deliver SUBMERSIBLE RAW WATER PUMP for Matisi and MOTOR PUMP SET TYPE for Nzoia offered for supply by the above firm against this Invitation for Tender.

[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.