

BOMET WATER AND SANITATION COMPANY LIMITED

TENDER DOCUMENT



"Maji Safi Kwa Wote"

TENDER FOR: SUPPLY AND DELIVERY OF WATER TREATMENT CHEMICALS.

FOR THE PERIOD 1ST JULY 2020 TO 30TH June 2022

BOMWASCO/1/2020/2022

MAY 2020

Table of Contents

SECTION II – INSTRUCTIONS TO TENDERERS5

SECTION II: INSTRUCTIONS TO TENDERERS6

SECTION III: GENERAL CONDITIONS OF CONTRACT18

SECTION III: GENERAL CONDITIONS OF CONTRACT.....19

SECTION IV: SPECIAL CONDITIONS OF CONTRACT.....24

SECTION V – SCHEDULE OF REQUIREMENTS25

SECTION VII- STANDARD FORMS25

FORM OF TENDER26

PRICE SCHEDULE OF SERVICES27

CONTRACT FORM.....28

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....29

LETTER OF NOTIFICATION OF AWARD31

Date:

Tender Ref No: BOMWASCO/1/2020/2022

Tender Name: Tender for Supply and delivery of water treatment chemicals.

1.1 Bomet water and sanitation Company Limited Now Invites Sealed Bids from eligible candidates for **Supply and delivery of water treatment chemicals**

1.2 The following must be submitted together with the tenders: -

- Certified copy of Certificate of Incorporation/Registration.
- Certified copy of Valid Tax Compliance Certificate.
- Certified copies of V.A.T and P.I.N Certificates.
- Duly filled Confidential Business Questionnaire.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, situated at the Bomet water and sanitation Company Limited main office during normal working hours.

1.3 A complete set of tender documents may be obtained by interested Candidates upon payment of a non-refundable fee of Kenya Kshs. 1,000/= (One Thousand Shillings) in bankers cheque payable to the Bomet water and sanitation Company Limited or by cash payable at the cash office. Please note that any tender document submitted without official receipt will be rejected.

1.4 Prices quoted should be inclusive of all taxes and delivery costs, must

be expressed in Kenya shillings and shall remain valid for a period of

of for the period of the contract from the closing date of the tender. 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box outside procurement office, Bomet water and sanitation Company Head office or be addressed to;

Managing Director,

Bomet water and sanitation Company Limited,

P O Box 588 – 20400,

Bomet.

So as to be received on or before **Friday 5th June 2020 at 12:00 noon.**

1.7 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at BOMWASCO offices.

Miss. Claire Kimetto

Procurement Officer

FOR: MANAGING DIRECTOR

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS. Page

2.1	Eligible Tenderers	6
2.2	Cost of tendering	6
2.3	Contents of tender documents	7
2.4	Clarification of Tender documents	7
2.5	Amendment of tender documents	8
2.6	Language of tenders	8
2.7	Documents comprising the tender	8
2.8	Form of tender	8
2.9	Tender prices	9
2.10	Tender currencies	9
2.11	Tenderers eligibility and qualifications	9
2.12	Validity of tenders	9
2.13	Format and signing of tenders	10
2.14	Sealing and marking of tenders	10
2.15	Deadline for submission of tenders	10
2.16	Modification and withdrawal of tenders	11
2.17	Opening of tenders	11
2.18	Clarification of tenders.....	12
2.19	Preliminary Examination	12
2.20	Conversion to other currencies	13
2.21	Evaluation and comparison of tenders	13
2.22	Contacting BOMWASCO.....	14
2.23	Post-qualification	14
2.25	Notification of award	15
2.26	Signing of Contract	15
2.28	Corrupt or fraudulent practices	16

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1. This Invitation to tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the goods for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. BOMWASCO employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by BOMWASCO to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.2.2 The price to be charged for the tender document shall not exceed

Kshs.1, 000/=

2.2.3 BOMWASCO shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

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

i) Instructions to Tenderers

- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of work
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- ix) Principal's or manufacturer's authorization form
- x) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may

notify BOMWASCO in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. BOMWASCO 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 BOMWASCO.

Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender documents”

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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective Tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders,

BOMWASCO, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.

(b) Documentary evidence established in accordance with

Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(C) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Validity of Tenders

2.12.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by BOMWASCO, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by BOMWASCO as non-responsive.

2.12.2 In exceptional circumstances, BOMWASCO may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the

request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.13 Format and Signing of Tender

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

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

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

2.14 Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

(a) Be addressed to BOMWASCO at the address given in the invitation to Tender

(b) Bear tender number and name in the invitation to tender and the words:

“DO NOT OPEN BEFORE **Friday 5th June 2020 at 12:00 noon**”

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

2.14.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, BOMWASCO will assume no responsibility for the tender’s misplacement or premature opening.

2.15 Deadline for Submission of Tenders

2.15.1 Tenders must be received by BOMWASCO at the address specified under paragraph 2.15.1 (a) no later than **Friday 5th June 2020 at 12:00 noon**

2.15.2 BOMWASCO 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 BOMWASCO and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15.3 Bulky tenders which will not fit in the tender box shall be received by BOMWASCO as provided for in the appendix.

2.16 Modification and withdrawal of tenders.

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. 2.17.5 BOMWASCO may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 BOMWASCO shall give prompt notice of the termination to the

Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 BOMWASCO will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Friday 5th June 2020 at 12:00 noon** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 BOMWASCO will prepare minutes of the tender opening which will be submitted to the Tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders BOMWASCO may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence BOMWASCO in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

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

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

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

2.20.4 prior to the detailed evaluation, pursuant to paragraph 2.22,

BOMWASCO 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. BOMWASCO's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by

BOMWASCO and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender; (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

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

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. BOMWASCO may consider the alternative payment schedule offered by the selected tenderer.

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. Contacting BOMWASCO

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

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

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, BOMWASCO will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event BOMWASCO will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.26 BOMWASCO will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 BOMWASCO 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 BOMWASCO's action.

If BOMWASCO determines that none of the Tenderers is responsive;

BOMWASCO shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and BOMWASCO pursuant to clause 2.26. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, BOMWASCO will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

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

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

2.26.3 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

2.28 Corrupt or Fraudulent Practices

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

2.28.2 BOMWASCO will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

2.13.1	The tender shall remain valid for a period of Ninety (90) days from the date of opening.
2.14.1	Bidders shall provide One (1) “ORIGINAL” copy of the tender document clearly Marked “Original” and One (1) copy clearly Marked “COPY” all placed in one envelope.

Evaluation of Criteria

1. Preliminary/Mandatory Criteria

Bidders should submit copies of documents as indicated below

S/No.	Preliminary Evaluation Criteria	Responsiveness
1.	Certificate of Registration/ Incorporation	
2.	Valid relevant Business Permit	
3.	Valid Tax compliance certificate from KRA	
4.	Serialized bid document in the format of 1,2,3,4....	
5.	Dully filled, signed and stamped confidential business questionnaire	

6.	Audited accounts for 2018 and 2019	
7.	Dully filled, signed and stamped form of tender	

All the requirements above must be met by all bidders participating in the tender. Bidders who fail to meet any of the above requirements shall be disqualified from the entire procurement process.

	TECHNICAL EVALUATION	Max Score %
1	Supplier Availability: - Postal Address (2) - Telephone Number (2) - Contact person (2) - Website (2) -Email Address (2)	10
2	Business Ownership: Company/Business Profile -Disclosure of Directors/Partners /Sole Proprietor	10
3	Financial Capability: Audited Accounts for the last 2 years. Attach Bank Statements for the last 6 months (Special group)	20
4	Financial Stability – Evidence of profit making in the attached 2 years audited reports. (Bank statement proof for special group)	10
5	Experience: Indicate having undertaken similar assignment with at least 3 firms (Attach Proof: copies of LPOs, Letters of Award, Completion Certificates, Contracts)	20
6	Supply Capacity: Maximum Volume of Business handled in the (last two	12

	years) - 2 Million and above (12) - 1.5 – 2 Million (9) - 1 – 1.5 Million (6) -0.5 –1 Million (3)	
7	Credit Period: Indicate Credit Period willing to offer - 90 Days (12) - 60 Days (9) - Less than 30 days (3)	12
8	Certificate of manufacturers authorization	6
TOTAL		100

NOTE:

- Bidders must meet all the mandatory requirements to qualify to Technical stage of evaluation.

SECTION III: GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS Page

3.1 Definitions	20
3.2 Application	20
3.3 Standards	20
3.5 Patent Rights	20
3.6 Performance security	20
3.7 Inspections and tests	21
3.8 Payment	21
3.9 Prices	22
3.10 Assignment	22
3.11 Termination for default	22
3.12 Termination for insolvency	22
3.13 Termination for convenience	22
3.14 Resolution of disputes	23
3.15 Governing language	23
3.16 Force majeure	23
3.17 Applicable law	23
3.18 Notices	23

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

a) “The contract” means the agreement entered into between

BOMWASCO and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to BOMWASCO under the Contract.
- d) “BOMWASCO” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

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

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

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

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

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

3.7 Inspections and Tests

3.7.1 BOMWASCO or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. BOMWASCO shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

3.7.3 Should any inspected or tested services fail to conform to the Specifications, BOMWASCO may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to BOMWASCO.

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.11 Termination for Default

BOMWASCO may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by BOMWASCO.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of BOMWASCO has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event BOMWASCO terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to BOMWASCO for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 BOMWASCO by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for

BOMWASCO convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	A performance security of 10% of the total contract price, if applicable, in the form of a bank guarantee from a reputable commercial bank may be required from the winning bidder.
3.8	Payment shall be made monthly and within thirty (30) days from the date of invoice and upon satisfactory delivery of services
3.9	Price adjustments shall not be allowed for the entire contract period
3.14	In case of a dispute between the purchaser and the supplier and in case of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya
3.17	Laws of Kenya
3.18	Bomet water and sanitation Co. Ltd P O Box 588 – 20400 Bomet Bomet Suppliers contact to be furnished.

SECTION V – SCHEDULE OF REQUIREMENTS

Chemicals required: -

1. WATER CHEMICALS

No.	Item
1	Aluminum sulphate
2	Chlorine (Hypochlorite sulphate)
3	Soda ash

SECTION VII- STANDARD FORMS

Notes on standard forms

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

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

FORM OF TENDER

Date _____

To.....

.....

[Bomet water and Sanitaion Company Limited]

Gentlemen and/or Ladies:

1. Having examined the tender documents, the receipt of which is duly acknowledged, wed, the undersigned, offer to provide.

[*Description of services*] in conformity with the said tender documents for the sum of. [*total tender amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

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

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

Dated this _____ day of _____ 20

[*Signature*] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

1. WATER CHEMICALS

No.	Item	quantity required	Unit cost VAT	Total Cost
-----	------	-------------------	---------------	------------

			inclusive	
1.	Aluminum sulphate	120,000 kgs (per year)		
2.	Chlorine (Hypochlorite sulphate)	11,880 kgs (per year)		
3.	Soda ash	1,000 kgs (per year)		
	TOTAL			

Signature of tenderer

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

CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for BOMWASCO)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence 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 applied 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. Fax E mail.....
 Nature of Business.....
 Registration Certificate
 Maximum value of business which you can handle at any one time – Kshs.....
 Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

4.
5
Date Seal/Signature of Candidate	
.....	

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender
have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 14 days of the date of this letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

Miss. CLAIRE KIMETTO
PROCUREMENT OFFICER
FOR MANAGING DIRECTOR