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**NATIONAL OPEN TENDER FOR SUPPLY AND DELIVERY OF SMART ENABLED COLD CONSUMER WATER METERS.**

**TENDER NUMBER:**

**SIBO/TEND/SDGS/ SDSECCWM/04/2022 -2023**

**Date of Issue**: **14th July 2022.**

**Closing Date**: **22nd July 2022.**

#  TABLE OF CONTENTS

 PAGE

INTRODUCTION ………………………………………………. ……………………….. ………………3

SECTION I INVITATION TO TENDER………………….………………………………………………4

SECTION II INSTRUCTIONS TO TENDERERS……………….………………………………………..9

 Appendix to Instructions to Tenderers ……….……… …………………………………………………25

SECTION III GENERAL CONDITIONS OF CONTRACT FORM….....................................................27

SECTION IV SPECIAL CONDITIONS OF CONTRACT……………….. ……………………………..

SECTION V TECHNICAL SPECIFICATIONS…………………………… ………………...................35

SECTION VI PRICE SCHEDULE FOR GOODS /BOQ……………..………………………………….39

SECTION VII SCHEDULE OF ACTIVITIES/WORK PLAN…….……….. ………………………….38

SECTION VIII STANDARD FORMS…………………………………..………. …………………….41

 .

8.1 FORM OF TENDER……………………………..………………………………………………….42

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS……………………………………..44

8.3 TENDER SECURITY FORM……………………………………….…. …………………………45

8.4 CONTRACT FORM…………………………………….………………………………………....46

8.5 PERFORMANCE SECURITY FORM……………………….……… ……………………….......49

8.6 BANK GUARANTTE FOR ADVANCE PAYMENT FORM…………………………………….50

8.7 MANUFACTURER’S AUTHORIZATION FORM FORM…………………….………………...51

8.8 LETTER OF NOTIFICATION…………………………………………………………………….52

8.9 REQUEST FOR REVIEW FORM…………………………………………………………………53

**INTRODUCTION**

Siaya - Bondo Water and Sanitation Company Limited is a Water Services Provider mandated by County Government of Siaya and licensed by Water Services Regulatory Board (WASREB) to provide Water and Sanitation Services within Siaya County. The Company Operates water Schemes in four major Areas namely; Siaya, Bondo, Yala and Ugenya serving approximately Three Hundred and Sixty Thousand, Four Hundred and Forty ( 346,440) People. The main activity is water abstraction from the available sources such as rivers, Lake, Dams & Boreholes, Water treatment, distribution and supply to registered consumers of various categories including but not limited to Domestic Consumers/homestead, Schools, Colleges, Government Institutions, Commercial entities, water kiosks, private water tankers and yard taps. Billing of services provided by the Company is done as per the approved Tariff by the Regulator and payment of such services is strictly made through Mpesa platform and direct deposit to the Company Banks’ accounts.

 Siaya– Bondo Water and Sanitation Company Limited (SIBOWASCO) hereinafter also referred to as the “Company,” or “SIBOWASCO” invites bids from interested bidders with the necessary demonstrated financial resources, relevant experiences of similar nature and technical expertise for the **supply and Deliver of Smart Enabled Cold consumer Water Meters to** be used for replacement of non- functional existing water meters, replacement of Flat Rate Connections and for connecting potential customers.Interested and eligible bidders/suppliers must ensure that their bids are fully in compliant with the requirements outlined in the Tender Document including but not limited to provision of all the necessary documentation to demonstrate their firms’ legality, experience and capabilities to execute the assignment therein.

In order to be considered for award, the responsive evaluated bidder must have fulfilled all the mandatory requirements and submitted other valid information hereinafter requested. Tender Documents which are not filled out completely, or which omit requested information or those failed to obtain the set minimum score shall not be considered. More information on eligibility and bids Submission can be obtained from the Tender Document downloadable from our Website: [www.sibowasco.co.ke.](http://www.sibowasco.co.ke/) Request for any clarification to be sent to: info@sibowasco.co.ke

***Michael Ogol,***

**MANAGING DIRECTOR**

SECTION I –

# INVITATION TO TENDER

**Date:** 14/07/2022

**Tender No:** SIBO/TEND/SDG/SDSECCWM/04/2022-2023

**TENDER NAME : SUPPLY AND DELIVERY OF SMART ENABLED COLD CONSUMER WATER METERS.**

**1.1 Introduction**

Siaya- Bondo Water and Sanitation Company Limited hereinafter referred to as SIBOWASCO invites bids from eligible Tenderers for **SUPPLY AND DELIVERY OF SMART ENABLED COLD CONSUMER WATER METERS.**

Interested and eligible Tenderers may obtain further information from the Procurement office, Siaya - Bondo Water and Sanitation Company Ltd of P.O. Box 214 – Siaya Located opposite Siaya Police Station, along Siaya – Boro Road during official working hours, Monday to Friday except on Public Holidays.

 **1.2 Obtaining tender documents.**

**1.2.1** A complete set of tender documents may be purchased or obtained by interested tenderers upon payment of a non-refundable fee of ***Kenya Shillings One Thousand Only (Kshs 1,000.00)*** in cash or Banker’s Cheque and payable to the address given below. Tender documents obtained electronically will be ***free of charge***.

1.2.2 Tender documents detailing the mandatory and Technical requirements may be viewed and downloaded for free from the website address [www.sibowasco.co.ke](http://www.sibowasco.co.ke/) or at the Procurement office located within the HQs Offices, Opposite Police Station, along Siaya- Boro Road. Tenderers who download the tender document(s) must forward their particulars immediately to info@sibowasco.co.ke to facilitate any further clarification or addendum. N/B. Hard copies obtained from Procurement Office shall be charged at **Ksh.1000**

##  1.3 Submission of Tender documents

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided within the Company Head offices, outside the Procurement office, Opposite the Company Board room – Siaya Town and should be properly addressed to:

**Managing Director**

# Siaya - Bondo Water and Sanitation Company

**P.O. Box *214 –***

***Siaya - 40600***

**1.4 Submission Date and Time:**

Tender Documents should be submitted so as to be received on or before 22nd July 2022 by 11:00am EAT. Opening of the Tenders shall take place same date and time in the presences of Bidders who choose to attend

 **1.5 Late Submissions of Tenders.**

 Late Tenders, incomplete Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances**.**

**1.6 Number of copies to be submitted.**

The Tender documents shall be submitted in two copies (ORIGINAL & COPY)

## 1.7 Form of Submission

Only Completed tender documents in hard copies shall be accepted and evaluated.

***N/B. No electrical / Email Submission shall be allowed.***

## 1.8 Prices

##  Prices quoted should be inclusive of all applicable taxes, delivery costs of the required site (where applicable), storage ,clearance , testing and calibration as per the BOQ/ Price schedules provided and must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for *one hundred and Eighty* (180) days from the closing date of the tender.

## 1.9 Opening of submitted Tenders

Bidders’ submitted Tender documents will be opened promptly thereafter in the presence of the Tenderer’s or their representatives who choose to attend at the **Company Board Room at 11:00 AM EAT on 22nd July 2022**.

**The addresses referred to above is:**

1. Name of Procuring Entity: Siaya Bondo Water and Sanitation Company (SIBOWASCO) Ltd, P.O. Box 214-40600, Siaya, Kenya.
2. Physical address for hand Courier Delivery to an office: SIBOWASCO HQS offices, Opposite Police Station, Off Siaya – Boro Road.

 **SECTION II - INSTRUCTIONS TO TENDERERS**

#  Table of Clauses Page

 2.1 Eligible tenderers…………………………………………..…………… 8

 2.2 Eligible goods………………………………..………………………….8

 2.3 Cost of tendering……………………………………………………….. 8

 2.4 Contents of Tender document…………………………………………...9

 2.5 Clarification of documents……………………………………………... 9

 2.6 Amendment of documents…………………….……………………….. 10

 2.7 Language of tender………………………………………….. ………….10

2.8 Documents comprising the tender……………….……. ………………10

2.9Tender forms………………………………………………..…………..11

2.10 Tender prices………………………………………….………………11

 2.11 Tender currencies……………………….……………………. ………..11

 2.12 Tenderers eligibility and qualifications………………. ………………. 11

2.13Goods’eligibilityandconformitytotenderdocuments……………………12

 2.14 Tender security……………………………..…………………..…….. 13

 2.15 Validity of tenders……………………….……………………………..13

 2.16 Format and signing of tenders……………..………………………….. 14

 2.17 Sealing and marking of tenders………………………………………. 14

 2.18 Deadline for submission of tender ………….……………………….. 15

 2.19 Modification and withdrawal of tenders………….….. ……………… 15

 2.20 Opening of tenders……………………………….……………………..15

2.21 Clarification of tenders…………………….…………………………….16

2.22 Preliminary examination………………………………………………. 16

2.23 Conversion to single currency………………………………… ……….17

 2.24 Evaluation and comparison of tenders……………….. ………………..17

 2.25 Contacting the procuring entity…………………………………………22

 2.26 Award of contract………………………………………….…………….22

1. Post qualification……………………………………..………………22
2. Award criteria…………………………………………..……….. ….23
3. Procuring entity’s right to vary quantities………..…………………23
4. Procuring entity’s right to accept or reject any or all tenders ……....23
	1. Notification of award……………………………………………….23
	2. Signing of contract……………………………………..…………..24
	3. Performance security………………………………………………24
	4. Corrupt or fraudulent practices…………………………………….24

# SECTION II - INSTRUCTIONS TO TENDERERS

## 2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all eligible candidates for the supply of goods as described in the tender document. The successful tenderer will be expected to supply and deliver goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

## 2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are manufactured, mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

## 2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall be free of charge if Tender Documents are downloaded from the company website .A complete set of tender documents may be purchased or obtained by interested tenderers upon payment of a non-refundable fee of *Kenya Shillings One Thousand Only (Kshs 1,000.00)* in cash or Banker’s Cheque and payable to the address given above.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## 2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

1. Invitation to Tender
2. Instructions to tenderers
3. General Conditions of Contract
4. Special Conditions of Contract
5. Schedule of requirements
6. Technical Specifications
7. Tender Form and Price Schedules
8. Tender Security Form
9. Contract Form
10. Performance Security Form
11. Bank Guarantee for Advance Payment Form
12. Manufacturer’s Authorization Form
13. Confidential Business Questionnaire

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

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity’s address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document/ downloaded the document and notified the Procurement entity.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## 2.6 Amendment of Documents

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

2.6.2 All prospective candidates that have received the tender documents or downloaded the document from the website and had notified the Procurement through email will be notified of the amendment in writing /email or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## 2.7 Language of Tender

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

## 2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

1. a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
2. documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
3. documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and (d) tender security furnished in accordance with paragraph 2.14

## 2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## 2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including Supply, taxes, delivery/transportation to the premises of the entity, testing, calibration, branding, storage costs before delivery and insurances.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender’s performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## 2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## 2.12 Tenderers Eligibility and Qualifications

2.12.1Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2. The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity’s satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity’s satisfaction;

1. 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.
2. that the tenderer has the financial, technical, and production /importation capability necessary to perform the contract;
3. that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## 2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

1. A detailed description of the essential technical and performance

Characteristic of the goods;

1. a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three (3) years, following commencement of the use of the goods by the Procuring entity; and
2. A clause-by-clause commentary on the Procuring entity’s Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## 2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount / percentage of Tender sum specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of ksh.65,000

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer’s tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph asx2.28

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or (b) in the case of a successful tenderer, if the tenderer fails:

 (i) to sign the contract in accordance with paragraph 2.27 or

 (ii) To furnish performance security in accordance with paragraph 2.28

## 2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 Format and Signing of Tender

2.16.1 Two copies of the tender shall be prepared, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The letter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## 2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

1. be addressed to the Procuring entity at the address given in the Invitation to Tender:

1. bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **22nd July 2022 at 11:00 am EAT**

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## 2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Friday 22nd July 2022 at 11:00 am EAT**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## 2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## 2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, on **Friday 22nd July 2022 at 11:00 am EAT** and in the location specified in the Invitation to Tender.

The tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

## 2.21 Clarification of Tenders

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

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

## 2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender

is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## 2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## 2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

**EVALUATION CRITERIA**

# Stage 1 A: Evaluation criteria – Preliminary/ Mandatory Evaluation

There will be **preliminary evaluation** where proof of legal existence of the bidder and conformity to the requirements of the Tender Documents will be checked.

The following will be verified at this stage:

|  |  |  |
| --- | --- | --- |
| **A**  | **MANDATORY REQUIREMENTS**  | **COMPLIANCE (YES/NO)**  |
| 1  | Valid Certificate of Incorporation/Business Registration of at least 3 years old since the date of registration  | Yes/No  |
| 2  | Valid KRA PIN certificate  | Yes/No  |
| 3  | Valid Tax Compliance Certificate  | Yes/No  |
| 4  | Valid Single Business Permit/License issued by County Government depending on the office /business Location  | Yes/No  |
| 5  | Filled, Signed and Stamped Confidential Business Questionnaire in format provided  | Yes/No  |
| 6  | Form of Tender dully filled , signed and stamped  | Yes/No  |
| 7  | Provision of Tender Security in the right form and amount  | Yes/No  |
| 8  | Copy of Valid CR 12 Certificate indicating Ownership  | Yes/No  |
| 9  | Meter Manufacturer’s Sales authorization or a valid sale agreement with a dealer who has been fully authorized by the manufacture to sale such proposed water meters in Kenya  | Yes/No  |
| 10  | Must fill the price schedule in the format provided and quote for all items  | Yes/No  |
| 11  | Submission of two Copies of Tender Documents ( Original and Copy)  |   |
| 12  | Provide / avail a sample for meter size ½” or ¾” or 1”  | Yes/No  |
| 13  | Submission of a title or tenancy agreement (with recent utility bills paid- i.e. water, Electricity, security) as proof of existence of functioning office. The office must be accessible and must have reliable telephone numbers, registered postal address and respective e-mail addresses. These should be indicated   | Yes/No  |
| 14  | All pages of the bid document serialized/paginated, initialed and stamped.   | Yes/No  |

*The above mentioned (Item No. 1- 14) are mandatory requirements and lack of any of the items listed above or expired certificate shall lead to automatic disqualification*. Only responsive Bidders under this criteria shall proceed to Stage 2 of evaluation.

# Stage 2 B : Evaluation criteria – Technical Competence & Experience and financial capacity to execute the assignment

|  |  |  |
| --- | --- | --- |
| **S/No.**  |  **EVALUATION CRITERIA /DESCRIPTION**  | **MAXIMUM SCORE %**  |
| 1.            |  Demonstrated experience of similar nature (general supplies of water meters or other water and Sanitation tools, equipment , materials ,fittings, chemicals) with Water Companies, County/National Government, Parastatals or/ and public institutions  Provide evidence of such experience or previous engagement by attaching award letters, signed contracts, testimonial letters /recommendations or copies of orders/LSO. The documents submitted may be confirmed with relevant institutions indicated as the clients.  1. Supply and delivery of Smart enabled cold consumer water meters to at least 4 clients within water Sector in Kenya especially Water Companies licensed by WASREB @ 4 marks for each client
2. Supply & Delivery of Digital/ordinary water meters for any public /Government institutions /Water Companies at least 3 clients @ 3 marks for each client
3. General Supply and delivery of water/Sanitation related items, tools, equipment, chemicals, pipes , fittings, machines to at least 3 Client within Kenya @ 3 marks for each client
 |      *34*  |
| 2.  | Original Signed and Stamped reference /recommendation Letters addressed to MD –SIBO from at least three Clients stating nature and volume of the Business, Contract/LPO Value and when the Items were delivered. Such letters must be in the issuing Company/ organization Letter head and signed only by the accounting officer of the issuing Organization or entity and shall be subjected to due diligence. Postal address, Phone number(s) and email of such clients must be provided in the letter. Each client verified @ 5 marks  |   15  |

|  |  |  |
| --- | --- | --- |
|  3.  |  Provision/submission of Smart Enabled Cold Consumer Water Meter samples for meter size ½”, ¾” with testing and Calibration Certificate from accredited Laboratory and the admissible error if any to be within acceptable limits 1. ½ ‘’ Sample with Testing & Calibration Certificate – 5 Marks
2. ¾ ‘’ Sample with Testing & Calibration Certificate – 5 Marks
 |      10   |
| 4.  |  Compliance with Technical Specifications for Smart Enabled Cold Consumer Water Meters – Ideal Technical Specifications is provided in the Tender Document.  |   24  |
| 5.  | **Work plan/Deliver Schedule:** Capacity to supply the goods within acceptable timeline or ability to produce or import, supply and delivery the meters within 30days from the date the contract is signed and LPO issued, the total quantities are as per indicated in the BOQ/ price schedules (Attach evidence of readily available stock in the bidder’s store/ Warehouse or ability to produce/ import and deliver in 30days e.g. Previous Bill of Landing, undertaking by manufacturer to service the LPOs). 1. Realistic detailed Work plan – 10 marks
2. Evidence of available Stock / capability to import/produce in 30days. – 10 marks
 |       20  |
| 6.  | Audited Accounts by Certified Public Accountant for the Last 3 years (most current years e.g, 2021, 2020, 2019). @5 marks for each year verified.  |   15  |
| 7.  |  Minimum Annual Average Turnover of at least Kenya Shillings Five Million Only (KSh 5,000,000). This shall be obtained from the audited accounts – **Average of 3years** **audited statements**.  |  15  |
| 8.  |  Provision of Original Certified Bank Statements for the Year 2020 or 2021, stamped and dully signed.  |  10  |
|  9.  | Original signed and Stamped authorization Letter of the bidder allowing the Procurement entity (SIBOWASCO) to make inquiries with your bank Regarding any financial document/statement submitted in relation to this Tender No. **SIBO/TEND/SDG/SDSECCWM/04/2022-2023**  |   10  |
|  10.  |  **Credit Period:**  Indicate Credit Period that your company is willing to offer -90 days (12) -60 days (9) -30 days (6) -Less than 30 days (3)  |    12  |
|  10.  | **Evidence of the Firm’s Supply Capacity:**  Maximum Volume of Business handled in the last 2 recent years 1. 20 million and above (15)
2. 10 -19 Million (9)
3. 5- 9 Million (6)
4. 4 Million and below (3)
 |   15  |
|  | **Total Maximum Scores**  | **180.**  |

The Bidder’s score shall be converted to Percentage by using the formula below to obtain Bidder’s Technical Score;

**BTS = BS/TMS x 100.**

Where; BTS = Bidder’s Technical Score in percentage, BS = the Bidder’s Score, TMS = Total Maximum Score (180)

# Qualification Mark

The qualification mark is **70 %** and above.

Tender shall be rejected at this stage if it does achieve the minimum Required Technical Score of 70%.

# Comparison of Tender Sum

The tenders determined to be responsive under Technical Evaluation Stage shall be subjected to the final stage involving comparison of Bid Process as indicated in Form of Tender. Unit Prices of items in the price Schedule/BOQ shall be also checked. Bidders shall then be ranked accordingly.

**2.25 Preference**

 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

## 2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer’s tender.

**2.27 Award of Contract**

#  (a) Post-qualification

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

#  (b) Award Criteria

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

#  (c) Procuring entity’s Right to Vary quantities

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

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

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

**2.28 Notification of Award.**

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

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

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

## 2. 29. Negotiations

2.29.1 Negotiations will be held at the same address as “address to send information to SIBOWASCO” indicated in the Appendix “ITT”. The aim is to reach agreement on all points and sign a contract.

2.29.2 Negotiations will include a discussion on the Technical Specifications, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. SIBOWASCO and the firm will then work out final Terms of Reference if need be, delivery schedules etc

2.29.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates or other costs related to this tender

2.29.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations SIBOWASCO and the selected firm will initial the agreed Contract. If negotiations fail, SIBOWASCO will invite the firm whose proposal received the second highest score to negotiate a contract.

2.29. 5 SIBOWASCO shall appoint a team for the purpose of the negotiations.

### 2.30 Signing of Contract

2.30.1 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.

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

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

# 2, 31.0 Performance Security

2,31.1 Within Thirty (30)days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2. 31.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## 2.32 Corrupt or Fraudulent Practices

2.32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

1. “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

1. “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 noncompetitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

#  Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

|  |  |
| --- | --- |
| **INSTRUCTIONS TO TENDERERS REFERENCE**  | **PARTICULARS OF APPENDIX TO INSTRUCTIONS** **TO TENDERS**  |
| 2.1.1 Eligible tenderers   | The tender is open to all eligible tenderers for supply and delivery of Smart Enabled Cold Consumer Water Meters. N/B. Joint shall Venture not be allowed.  |
|  Clarification of Tender Documents  | Eligible candidates may obtain further information from and inspect the Tendering Documents at the Procurement Office of **Siaya Bondo Water and** **Sanitation Company Limited P.O. Box 214 40600 Siaya, Opposite Police Station, along Siaya – Boro Road** from 8:00 am to 5:00 pm on Mondays to Fridays inclusive except on public holidays at your convenience.. |
|  Cost of Tendering  | The price to be charged for the tender document shall free of charge for those downloaded by Bidders from the website or pay nonrefundable fee of Ksh 1000 for those obtained from the Procurement entity offices -SIBOWASCO  |
|  Language of Tenders  | English Language  |
| Tender Currencies  | Prices shall be quoted in Kenya Shillings  |
| Tender Security  | Ksh.65,000 |
| Validity of Tenders  | **120 days** after date of tender closing |
| Sealing and Marking of Tenders   | The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF  |
|  | TENDER”. The envelopes shall then be sealed in an outer envelope. |
| Deadline for Submission of Tenders  | **Friday 22nd July 2022 at 11:00 am EAT.**   |
| Opening of tender documents  | Opening of the tender documents will be done in Public in the presence of the bidders who chooses to attend at the time of closing the tender. **Friday 22nd July 2022 at 11:00 am EAT.**   |

# SECTION III: GENERAL CONDITIONS OF CONTRACT

## Table of Clauses

 Page

 3.1 Definitions……………………………………………..……………………33

 3.2 Application………………………………………..……………………….. …..33

 3.3 Country of Origin………………………………………………………….. .......33

 3.4 Standards………………………………………….…………………………...…34

 3.5 Use of Contract documents and information…………..………………………. .34

 3.6 Patent Rights………………………………………………………..…….. ……. 34

3.7 Performance security……………………………………………….…………... 34

3.8 Inspection and Tests……………………………………….…………. ………..35

3.9 Packing……………………………………………………………………......... 36

 3.10 Delivery and documents…………………….……………………… ………….36

 3.11 Insurance ……………………………………………….…………………. …36

 3.12 Payment……………………………………………….………………………..36

3.13 Price…………………………………………………….……………………. 36

3.14 Assignments………………………………………………………………….. 37

 3.15 Sub contracts…………………………………………………………………….37

 3.16 Termination for default…………………..…………………………………….37

 3.17 Liquidated damages………………………….………………………………..38

 3.18 Resolution of Disputes……………………..………………………… 38

 3.19 Language and law…………………………………..………………….. 38

3.20 Force Majeure………………………………………….………………… 38

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

### 3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

1. “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.

1. “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

1. “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

1. “The Procuring entity” means the organization purchasing the Goods under this Contract.

1. “The Tenderer’ means the individual or firm supplying the Goods under this Contract.

### 3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### 3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### 3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### 3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

### 3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity’s country

### 3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer’s performance obligations under the Contract, including any warranty obligations, under the Contract

### 3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity’s right to inspect, test and where necessary, reject the goods after the Goods’ arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### 3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### 3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### 3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### 3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### 3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity’s prior written consent

### 3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### 3.16 Termination for default

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

1. if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

1. if the tenderer fails to perform any other obligation(s) under the Contract

1. if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### 3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### 3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### 3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### 3.20 Force Majeure

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

# SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

|  |  |
| --- | --- |
| **Reference of general** **conditions of contract**  | **Special condition of contract**  |
|  Performance security  | No performance security will be required for this tender. However, Warranty of at least one year shall be provided by the Bidder  |
|   Delivery of goods  | Delivery of the goods shall be made by the Vendor in accordance with the terms specified by the procuring entity in the schedule of requirements/BOQ. All goods shall be Delivered to the Company HQS – Box 214 – 40600, Siaya  |
|   Payment  | SIBOWASCO will mutually negotiate and agree with the successful tenderer on the terms and Condition of payment.  |
| Prices   | Prices charged by the tenderer for goods delivered under the Contract shall not vary from the prices quoted by the tenderer..  |
| Resolution of Disputes  | Disputes will be referred to Arbitration in line with Arbitration Act. Parties will appoint an Arbitrator. |
|  Governing language  | English Language  |
| Applicable Law  | Laws of Kenya  |
|   Notices  | Siaya - Bondo Water and Sanitation Company Limited. P.O. Box 214 -40600 Siaya. ***Email: info@sibowasco.co.ke*** CC  |
| Contract Period  | 2022 -2023 |

# SECTION V - TECHNICAL SPECIFICATIONS

**BACKGROUND INFORMATION.**

Siaya – Bondo Water and Sanitation Company Limited is committed towards contributing to the Vision 2030 and Governor of Siaya Manifesto in regards to water services provision by proactively soliciting for finance and involving private actors in water and sanitation service provision and ensuring efficient and effective operation, maintenance and management of resources placed at its disposal.

The Key Challenges facing the Company area;

1. Low revenue Collection Efficiency
2. Destruction of water service lines by road contractors who are very reluctant to compensate or reinstate the pipeline after damages. ( this leads to high NRW levels )
3. Regular power fluctuation ( High and Low voltages) for borehole scheme
4. High Non-Revenue Water
5. High Operation cost and low cost coverage
6. Low sewer network coverage to serve customers willing to be connected.
7. Existence of stuck meters and Flat rate connections which their actual consumption could not be established. viii. Rampant Presence of private plumbers
8. Dormant Connections
9. Rationing of water Services
10. Adverse Impact of Climate Change on Water Services( submerged Intake works, low yield boreholes
11. High Staff Turnover.

To be able to address the high NRW Level, the Company wishes to ensure effective metering programme.

 In regards to this, Metering of all Flat Rate Accounts, replacement of non-functional Meters and continuous metering of new potential accounts has been prioritized through the support received from the County Government of Siaya, National Government and other Development

**PROPOSED SPECIFICATIONS FOR SIBOWASCO AMR-ENABLED CONSUMER COLD WATER METERS**

**Technical Specifications for DN 15, 20, 25, 32 and 40 Water Meters**

|  |  |  |
| --- | --- | --- |
| **No.** | **Technical Requirement** | **Description** |
| 1 | Required Certificates | Type approval certificate: Either according to EN ISO 4064: 2014, or OIML R49:2013Manufacturer’s authorization to sell for non-manufacturers, or manufacturer’s certificate for manufacturing entities. KEBS certificate.  |
| 2 | Meter Type | Velocity meter – Single jet with AMR-enabled (smart meter)*Or*Volumetric meters with AMR-enabled*Automatic Meter Reading (AMR) or Smart Water Meter* |
| 3 | Class of Meter | Meters to be of class R160 and R200The value of the ratio R=Q3/Q1 shall have a preferred accuracy of R200 for DN 15 and R160 for DN 20, 25, 32 and 40 |
| 4 | Sizing of Meter | DN 15, 20Both the inlet and outlet shall be the same size and on the same axis. The corresponding fixed set of dimensions to BS 5728/1, ISO 4064 – 1: 2014 |
| 5 | Pressure Rating | All meters shall be of PN 16 or equivalent |
| 6 | Accuracy Class and Maximum Permissible Error (MPE) | Accuracy class 2 water metersThe water meter shall be designated as accuracy class 2. The maximum permissible error (MPE) for the upper flowrate zone (Q2 ≤ Q ≤ Q4) shall be ± 2%, (for temperatures from 0.1 °C to 30 °C and ± 3% for temperatures greater than 30 °C).The MPE for the lower flowrate zone (Q1 ≤ Q ≤ Q2) shall be ± 5% regardless of temperature range.  |
| 7 | Material requirement | Meter materials should be resistant to normal exposures. The meter body shall be UV-stabilized co-polymer, NOT PLASTIC. Meter body material to be specified in the product brochure.The water meter shall have threaded connections. The meters shall be supplied complete with a set of connectors that are made of copper alloy or equivalent material resistant to corrosion, rust and damage due to shock or vibration. The connectors shall be threaded to the correct male size, comprising cap nuts, linings and fiber sealing washers. The meter linings shall have adequate provisions to safeguard against tampering.  |
| 8 | Additional Technical Requirement | All meters shall be provided with effective inlet strainers, close fitting and designed for easy removal. Inlet strainers shall be of nickel-plated copper, stainless steel or other materials having satisfactory characteristics. All meters shall be delivered calibrated, with certificates of calibration  |
| 9 | Non-return Valve | The meter shall be supplied with inbuilt Non-return valve to reduce the risk of water meter reversal fraud.  |
| 10 | Marks and Inscriptions | Direction of flow by means of an arrow shall be shown on the body and easily visible under all circumstances. Other information to be included are;* Nominal diameter
* Nominal flowrate value, Q3
* Class ratio
* Temperature class
* Serial number
* Unit of measurement
* Maximum admissible pressure
* Name or trademark of the manufacturer
* Year of manufacture
 |
| 11 | Engraving | All meters shall be engraved the name **SIBOWASCO** |
| 12 | Additional Non-Technical Requirements | **Warranty –** The minimum warranty period shall be two (2) years.The water meter manufacturer must guarantee that the meter will perform at its optimum accuracy throughout its lifespan with only the removal of silt. **Spare parts/after sales service:** Availability of spare parts has to be proven. The manufacturer should provide a complete list of all available spare parts (in English), their specific costs (at the time of purchase) and delivery time. The manufacturer should guarantee supply of spare parts for at least two years after the expiry of warranty. The name, address, and contact details of the local agent responsible for providing spare parts and maintenance shall be indicated. **Manuals:** Maintenance and installation manuals and data sheets (in English) shall be provided |
| 13 | Testing | Before authorizing payments, and upon delivery after award of the contract, the company will be sampling 5% of the meters at random. A batch will be considered as failed if one or more meters do not comply with the established technical specifications or have failed the tests. Under these circumstances, the specific batch of meters will be rejected. A random batch of 5% in every batch of 100 meters will be selected by a representative of SIBOWASCO’s Technical Department. The tests MUST be conducted by a laboratory accredited by the Kenya National Accreditation Service (KENAS), such as KEBS or Nyeri Water and Sanitation Company Ltd. The costs for testing shall be borne by the supplier. Furthermore, the supplier will also bear the costs for replacement if a batch is rejected.  |

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, SOPs etc for the products they intend to supply

# SECTION VI - PRICE SCHEDULE FOR GOODS - BILL OF QUANTITIES

Name of tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N0.**  | **Item Description**  | **Unit of** **Measure**  | **Quantity**  | **Rate**  | **Amount**  |
| 1  | Supply and Delivery of Smart enabled cold consumer water meters 15mm (1/2”) as per technical specifications.  | No.  | 400 |     |   |
| 2  | Supply and Delivery of Smart enabled cold consumer water meters 20mm (3/4”) as per technical specifications  | No  |  100 |   |   |
| 3  | Supply and Delivery of Smart enabled cold consumer water meters 25mm (1”) as per technical specifications  | No  | 10 |   |   |
| 4  | 15 mm GI elbows | No  | 1,020 |   |   |
| 5 | 20 mm GI elbows | No | 1,020 |  |  |
| 6 |  15 mm Gate Valves | No  | 510 |   |   |
| 7 | 20 mm Gate Valves | No | 255 |  |  |
| 8 | 15mm GI nipples | No |  1,020 |   |   |
| 9 | 20mm GI nipples | No | 510 |  |  |
| 10  | 15mm GI pipe pieces | Pieces  |  70 |   |   |
| 11 | 20mm GI pipe pieces | Pieces  | 70 |  |  |
| 12 | Seal gun | No | 2 |  |  |
| 13 | Seals  | No | 5,000 |  |  |
| 14 | Die stock ½” – 2” for threading  | No | 2 |  |  |
| 15 | 25mm prepaid volumetric meters | No | 15 |  |  |
| 16 | Sample at 10% testing and calibration |  |  |  |  |
|  | **Sub Total ( Ksh )**  |  |  |  |  |
|   | Add 16% VAT on applicable Items  | %  |   |   |  |
|   | **Total Tender Sum**  |  |  |  |  |

Signature and Stamp of tenderer

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

**SECTION VII SCHEDULE OF ACTIVITIES/ WORK PLAN**

# (a). Preliminaries activities, Supply , Delivery, Testing and Calibration, Invoicing etc

 *[1st, 2nd,etc, are weeks of the months from the start of assignment)*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  Activity (Work)  | 1st  | 2nd  | 3rd  | 4th  | 5th  | 6th  | 7th  | 8th  | 9th  | 10th  | 11th  | 12th  |  | Add as  |  |
| necessary |   |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|    |   |   |   |   |   |   |   |   |   |   |   |   |   |
|    |   |   |   |   |   |   |   |   |   |   |   |   |   |
|    |   |   |   |   |   |   |   |   |   |   |   |   |   |
|    |   |   |   |   |   |   |   |   |   |   |   |   |   |

**SECTION VIII - STANDARD FORMS**

# Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

1. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

1. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

1. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

1. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

1. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

1. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

 Date….……………

Tender No.

To:

 *[name and address of procuring entity]*

Gentlemen and/or Ladies:

* + 1. Having examined the tender documents including Addenda

Nos. ………………………………. *[insert numbers].*the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( …………………………………………… (*insert equipment description*) in conformity with the said tender documents for the sum of …………………………………………………………. (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

* + 1. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

* + 1. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract , in the form prescribed by ………………. ……………….( *Procuring entity).*

* + 1. We agree to abid by this Tender for a period of …… [*number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

* + 1. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

* + 1. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 20

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of

# 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

 You are requested to give the particulars indicated in Part 1 and either Part 2(a),

2(b) or 2 (c ) whichever applied to your type of business

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

|  |
| --- |
| *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 No. ………………………………………………………………………………… Maximum value of business which you can handle at any one time – Kshs. ………………………………… Name of your bankers ……………………………………….. Branch ………………………………………    |

|  |  |
| --- | --- |
|    |  Part 2 (a) – Sole Proprietor Your name in full …………………………………………………….. Age ……………………….. Nationality ………………………………… Country of origin …………………………………….  Citizenship details …………………………………………………………………………………….   |

|  |  |
| --- | --- |
|   |  Part 2 (b) Partnership Given details of partners as follows:  Name Nationality Citizenship Details Shares 1. …………………………………………………………………………………

…… 1. …………………………………………………………………………………

…… 1. …………………………………………………………………………………

…….. 1. …………………………………………………………………………………

……..   |
|   |  Part 2 (c ) – Registered Company Private or Public ………………………………………………………………………………………. State the nominal and issued capital of company- Nominal Kshs. ………………………………  Issued Kshs. ………………………………… Given details of all directors as follows  Name Nationality Citizenship Details Shares 1………………………………………………………………………………………………………… 2. ……………………………………………………………………………………………………….. 3. ……………………………………………………………………………………………………… 4. ……………………………………………………………………………………………………… 5 ……………………………………………………………………………………………………….  |

Date ………………………………………………….. Signature of Candidate ………………………………..

 If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth,

Naturalization or registration.

# 8.3 TENDER SECURITY FORM

 Whereas ………………………………………. [*name of the tenderer]*

 (hereinafter called “the tenderer”) has submitted its tender dated …………. [*date of submission of tender]* for the supply, installation and commissioning of ……………………*[name and/or description of the equipment]* (hereinafter called “the Tender”) ……………………………………….. KNOW ALL PEOPLE by these presents that WE ……………………… of ………………………. having our registered office at …………………

(hereinafter called “the Bank”), are bound unto …………….. [*name of Procuring entity}* (hereinafter called “the Procuring entity”) in the sum of …………………….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20 .

 THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
3. fails or refuses to execute the Contract Form, if required; or
4. fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

 We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

 This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

  *[signature of the bank]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *(Amend accordingly if provided by Insurance Company)*

# 8.4 CONTRACT FORM

THIS AGREEMENT made the day of 20 between ……………… [*name of Procurement entity)* of ……….. [*country of Procurement entity]* (hereinafter called “the Procuring entity) of the one part and …………………….. [*name of tenderer]* of …………..

[*city and country of tenderer]* (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of …………………………… [*contract price in words and figures]* (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
2. the Tender Form and the Price Schedule submitted by the tenderer
3. the Schedule of Requirements

(c ) the Technical Specifications

1. the General Conditions of Contract
2. the Special Conditions of contract; and
3. the Procuring entity’s Notification of Award

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

1. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by the (for the Procuring entity

Signed, sealed, delivered by the (for the tenderer in the presence of

*(Amend accordingly if provided by Insurance Company)*

# 8.5 PERFORMANCE SECURITY FORM

To ………………………………………….

[*name of Procuring entity]*

WHEREAS …………………………………… [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. [*reference number of the contract]* dated 20 to supply

……………………………………………… [*description of goods]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ………………………. [*amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …………………….. [*amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

 *[name of bank or financial institution]*

 *[address]*

 *[date]*

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

# To ………………………………

 [*name of Procuring entity]*

*[name of tender] …………………..*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, …………………………………………………. [*name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of …… …………………. [*amount of guarantee in figures and words].*

We, the ……………………………. [*bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding …………………… [*amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ………… [*date]*.

Yours truly,

Signature and seal of the Guarantors

 *[name of bank or financial institution]*

 Date:………………

 *[address]*

# 8.7 MANUFACTURER’S AUTHORIZATION FORM

To [*name of the Procuring entity] ………………….*

WHEREAS …………………………………………………………[ *name of the manufacturer]* who are established and reputable manufacturers of ………………….. [*name and/or description of the goods]* having factories at ………………………………… [*address of factory]* do hereby authorize ………………………… [*name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ………………………. [*reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

 [*signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person

competent.

# 8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To:

RE: Tender No.

 Tender Name

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

1. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

1. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

 *(FULL PARTICULARS)*

 SIGNED FOR ACCOUNTING OFFICER

# 8.9 FORM RB 1

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO…………….OF……….….20……...

BETWEEN

…………………………………………….APPLICANT

AND

…………………………………RESPONDENT *(Procuring Entity*)

Request for review of the decision of the…………… (*Name of the Procuring Entity)* of ……………dated the…day of ………….20……….in the matter of Tender No………..…of

…………..20…

**REQUEST FOR REVIEW**

I/We……………………………,the above named Applicant(s), of address: Physical address…………….Fax No……Tel. No……..Email ……………, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

etc

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

# FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ………… day of ………....20….………

SIGNED

Board Secretary