



**NAIROBI CITY WATER & SEWERAGE COMPANY LTD.**

KAMPALA RD, P. O. Box 30656-00100, Nairobi, Kenya

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**CONTRACT No. NCWSC/02/2020**

**SUPPLY AND DELIVERY OF  
POWDER CHLORINE**

**August, 2020**

**CLOSING DATE.....Friday 28<sup>th</sup> August, 2020.**

**CLOSING TIME .....12.00noon**

*Board of Directors:*

*B.L.Okumu (Chairman), T.Muriuki (Vice-Chair), N.C.C. County Secretary, N.C.C. C.E.C.M. Finance & Economic Planning,  
N.C.C. C.O. Water, Sanitation & Energy, M.Kuruga, E. Mukuhi, L.M.Kamba, K. Nyamu, M. Mumo,  
M.A Abdullahi, Eng. N. M. Muguna (Managing Director)*

## SECTION I INVITATION TO BID

Contract No. NCWSC/02/2020-SUPPLY & DELIVERY OF POWDER CHLORINE

- 1.1 The Nairobi City Water and Sewerage Company Ltd invites sealed bids from eligible candidates for supply and Delivery of Powder Chlorine as follows:-

No	DESCRIPTION	QTY PER YEAR	UNIT
1	Chlorine Powder delivered to Kabete Water Treatment Works	300	45kg container
2	Chlorine Powder delivered to Sasumua Water Treatment Works	1000	45kg container
3	Chlorine Powder delivered to Ngethu Water Treatment Works	1500	45kg container

The detailed breakdown of the above can be obtained in the schedule of requirements/price schedule inside the bid document.

- 1.2 Interested eligible candidates may obtain further information from and inspect the Bid documents at Nairobi City Water and Sewerage Company Ltd, on Kampala Road off Enterprise Road, Industrial Area Nairobi during normal working hours (08:30 - 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays.).
- 1.3 A complete set of Bid documents shall be obtained by interested candidates from the company website [www.nairobiwater.co.ke](http://www.nairobiwater.co.ke). Bidders **MUST** immediately email their name and contact details (company name, cellphone number and email,) to: [tenders@nairobiwater.co.ke](mailto:tenders@nairobiwater.co.ke) for records, communication of any tender clarifications and addenda.
- 1.4 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Tender Box at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block, at the Head Office, Kampala Road off Enterprise Road, Nairobi or be addressed to Nairobi City Water & Sewerage Company Ltd, Kampala Road, off Enterprise Road, P O Box 30656-00100, Nairobi, Kenya so as to be received on or before **12.00 noon, Friday 28th August, 2020.**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for one hundred and fifty (150) days from the closing date of the Bid.
- 1.6 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block, at the Head Office, Kampala Road off Enterprise Road, Nairobi.
- 1.7 All bids shall be accompanied by a bid security of not less than Kes 500,000/= (five hundred thousand)
- 1.8 This tender is only open to those who meet the requirements for eligibility
- 1.9 All pages must be serialized/paginated by the bidder for each bid submitted

For Managing Director  
Nairobi City Water & Sewerage Company Ltd Kampala  
Road, off Enterprise Road  
P O Box 30656-00100  
Nairobi, Kenya.

E-mail: [tenders@nairobiwater.co.ke](mailto:tenders@nairobiwater.co.ke)

Website: [www.nairobiwater.co.ke](http://www.nairobiwater.co.ke)

**FORM OF BID**

TO: The Managing Director  
NairobiCity Water and Sewerage Company Ltd  
P. O. Box 30656- 00100  
NAIROBI, KENYA

Gentlemen:

Having examined the bidding documents including Addenda Nos.....  
[insert numbers], the receipt of which is hereby duly acknowledged, we, the  
undersigned, offer to Supply and Deliver Powder Chlorine in  
conformity with the said bidding document for the sum of Kes

.....  
..... (words)

.....figures ]or such other sums as may  
be ascertained in accordance with the Schedule of Prices attached herewith and  
made part of this Bid.

We undertake our Bid if accepted to commence the services in accordance  
with the delivery schedule specified in the Schedule of Requirements.

After our Bid is accepted we shall furnish a security in the form of Bank  
Guarantee (to be approved by you) to be jointly and severally bound with us in  
an amount of 10% of the above named sum, which shall be subject to release  
to the Supplier in accordance with the General Conditions of the Contract.

We agree to abide by this Bid for a period of 150 days from the date of Bid  
submission prescribed in the Invitation to Bid and it shall remain binding upon us  
and may be accepted any time before the expiration of that period.

Unless and until an Agreement is prepared and executed, this Bid together  
with your written acceptance thereof shall constitute a binding Contract  
between us.

A Bid security in form of Cash\* or Bank Guarantee\* in the sum of Kes  
.....is enclosed with  
this Bid. The bid security is valid for at least 180 days from the dateline of  
bid submission).

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

We hereby agree that any errors in our Bid shall be adjusted as defined in the Bid Document in the General Information to Bidders.

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

(Name and Signature)

\_\_\_\_\_

In the capacity of \_\_\_\_\_ duly authorized to  
sign Bids, for and on behalf of

\_\_\_\_\_

P. O. Box \_\_\_\_\_

Name of Witness

\_\_\_\_\_

Address

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1 Eligible Bidders**

2.1.1 This Invitation for Bids is open to all Bidders eligible as described in the Invitation to Bid. Successful Bidders shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

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

2.1.3 Bidders shall provide the qualification information statement that the Bidder (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 Bids.

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

### **2.2 Eligible Goods**

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

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

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

### **2.3 Cost of Bidding**

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

2.3.2 The price to be charged for the Bid document shall be Kes.1,000/= (One Thousand) only.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

## 2.4. The Bid Document

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

- (i) Invitation to Bid
- (ii) Instructions to Bidders
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Bid Form and Price Schedules
- (viii) Bid Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire

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

## 2.5 Clarification of Documents

2.5.1 A prospective Bidder requiring any clarification of the Bid Document may notify the Procuring entity in writing or by post at the Entity's address indicated in the Invitation to Bid. The Procuring Entity will respond in writing to any request for clarification of the Bid documents, which it receives not later than seven (7) days Prior to the deadline for the submission of Bids, 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 Bidders that have received the Bid document.

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

## 2.6 Amendment of Documents

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

2.6.2 All prospective candidates that have received the Bid documents will be notified of the amendment in writing or by post and will be binding on them.

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

## 2.7 Language of Bid

2.7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchange by the Bidder and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the Bidder 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 Bid, the English translation shall govern.

## 2.8 Documents Comprising of Bid

2.8.1 The Bid prepared by the Bidders shall comprise the following components

- (a) a Bid Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid documents; and
- (d) Bid security furnished in accordance with paragraph 2.14

## 2.9 Bid Forms

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



## 2.10 Bid Prices

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

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

2.10.3 Prices quoted by the Bid shall be fixed during the Bid's performance of the contract and not subject to variation on any account. A Bid 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 Bid shall be 150 days from the date of opening of the Bid.

## 2.11 Bid Currencies

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

## 2.12 Bidders Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1, the Bidder shall furnish, as part of its Bid, Documents establishing the Bidders eligibility to Bid and its Qualifications to perform the contract if its Bid is accepted.

2.12.2 The documentary evidence of the Bidders eligibility to Bid shall establish to the Procuring entity's satisfaction that the Bidder, at the time of submission of its Bid, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the Bidders qualifications to perform the contract if its Bid is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Kenya, the Bidder is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Bidder'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 Bid Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the Bidder shall furnish, as part of its Bid documents establishing the eligibility and conformity to the Bid documents of all goods which the Bidder 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 Bid documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a 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(b) above, the Bidder 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 Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, 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 Bid Security

2.14.1 The Bidder shall furnish, as part of its Bid, a Bid security for the amount specified in the Appendix to Invitation to Bidders.

2.15 The Bid bids shall be accompanied by a bid security of not less than Kes 500,000/=

2.15.1 The Bid security is required to protect the Procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.15.2 The Bid security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank cheque or a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad in the form provided in the Bid and valid for thirty (30) days beyond the validity of the Bid i.e. 180 days from the date of Bid submission.

2.15.3 Any Bid 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

2.15.4 Unsuccessful Bidder's Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring entity.

2.15.5 The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.15.6 The Bid security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the procuring entity on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder 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 Bids

2.15.1 Bids shall remain valid for 150 days or as specified in the Invitation to Bid after the date of Bid opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A Bid 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 Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided under paragraph 2.14 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

## 2.16 Format and Signing of Bid

2.16.1 The Procuring entity shall prepare two copies of the Bid, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

## 2.17 Sealing and Marking of Bids

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Bid:

(b) Bear, Bid number and name in the Invitation for Bids and the

words, “DO NOT OPEN BEFORE,” **Friday 28th August, 2020.**

2.17.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid 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 Bid’s misplacement or premature opening.

## 2.18 Deadline for Submission of Bids

2.18.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 12.00 noon - **Friday 28th August, 2020**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of Bids by amending the Bid 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 Bids

2.19.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring prior to the deadline prescribed for submission of Bids.

2.19.2 The Bidder'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 Bids.

2.19.3 No Bid may be modified after the deadline for submission of Bids.

2.19.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid 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 Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

## 2.20 Opening of Bids

2.20.1 The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend, at 12.00 noon on **Friday 28th August, 2020** and in the location specified in the Invitation to Bid.

The Bidders' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The Bidders' names, Bid modifications or withdrawals, Bid prices, discounts and the presence or absence of requisite Bid 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 Bid opening.

## 2.21 Clarification of Bids

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

2.21.2 Any effort by the Bidder to influence the Procuring entity in the Procuring entity's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

## 2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the Bids 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 Bids are generally in order.

2.22.2 Arithmetical errors will Not be considered in this contract.

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each Bid to the Bid documents. For purposes of these paragraphs, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The Procuring entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

2.22.6 The Company reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of an applicant to perform.

## 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 Bid closing provided by the Central Bank of Kenya.

## 2.24 Evaluation and Comparison of Bids

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

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

2.24.3 A Bidder who gives false information in the Bid 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.

2.24.4 Each lot if applicable shall be considered as a separate contract and may be awarded on its own.

## 2.25 Preference

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

## 2.26 Contacting the Procuring entity

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

2.26.2 Any effort by a Bidder to influence the Procuring entity in its decisions on Bid, evaluation, Bid comparison, or contract award may result in the rejection of the Bidder's Bid.

## 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 Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the Bidder financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, 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 Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring entity will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful Bidder(s) whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder 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 Bids

2.27.6 The Procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of Bid validity, the Procuring entity will notify the successful Bidder in writing that its Bid 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 Bidder's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to paragraph 2.14

2.29 Signing of Contract

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



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

### 2.30 Performance Security

2.30.1 Within twenty one (21) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bid documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful Bidder 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 Bid security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new Bids.

### 2.31 Corrupt or Fraudulent Practices

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

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (iii) „Collusive Practice“ means a scheme or arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, noncompetitive levels, and

- (iv) „Coercive Practice“ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of a contract.

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

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

## 2.32 Other sanctions

The company shall provide sanctions against firms that have not performed according to professionally regulated procedures, contractual agreements or legislation. The latter includes those in serious violations of fair employment laws & practices and known violation of the Public Procurement and Asset Disposal Act, 2015.

## Appendix to Instructions to Bidders

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

INSTRUCTIONS TO BIDDERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS
2.1.1	<p><i>Eligible Bidders must:-</i></p> <ul style="list-style-type: none"> <li><i>*Be incorporated in Kenya</i></li> <li><i>* Have complied with all tax requirements</i></li> <li><i>* Have the relevant license(s) in respect of the goods and services to be supplied under this contract and copy of the same shall be submitted with this bid.</i></li> <li><i>* Be established businesses &amp; show proof</i></li> <li><i>* Have financial capability-</i></li> <li><i>* Have technical capability-Personnel &amp; equipment</i></li> <li><i>* Have the authorization letter from the manufacturer to deal with the goods and services to be supplied under this contract and copy of the same shall be submitted with this bid. If an agent of a manufacturer; the above shall be also be applicable.</i></li> <li><i>* Demonstrate they have completed all the previous projects with Nairobi Water Company (if any) and that none of the contracts has been terminated or in the process of termination for non performance.</i></li> </ul>
2.1.3	<i>Pay special attention to the clause</i>
2.1.4	<i>Pay special attention to the clause</i>
2.2.1	<i>Must Disclose the source of the Powder Chlorine</i>
2.4.1-xii	<i>Must be attached</i>
2.4.1-xiii	<i>Must be signed, stamped and dated</i>
2.8.1	<i>Pay special attention to the clause</i>
2.9.1	<i>Pay special attention to the clause</i>
2.12	<i>Pay special attention to the clause</i>
2.13	<i>Pay special attention to the clause</i>
2.14.1	<i>Bid security shall be NOT less than Kes. 500,000/= (Bid Security from an Insurance Company approved by PPRA are accepted).</i>
2.17	<i>Pay special attention to the clause</i>

2.18.1	<i>Bids must be received by 12.00noon on <b>Friday 14th August, 2020</b></i>
2.20.1	<i>Bids shall be opened immediately thereafter receipt on <b>Friday 14th August, 2020</b></i>
2.24	<p><b>EVALUATION CRITERIA</b></p> <p><b>Preliminary Evaluation (All Are Mandatory)</b></p> <ol style="list-style-type: none"> <li>i. <i>Bidders shall prepare and submit two documents (marked clearly “ORIGINAL BID” and “COPY BID” on the documents.</i></li> <li>ii. <i>Offered Eligibility statement on bidder’s letterhead indicating that the bidder is eligible for the assignment and has not been debarred for any procurement within the last five years.</i></li> <li>iii. <i>Offered Valid Bid Security from Bank or from Insurance Company approved by PPRA of not less than Kes 500,000/=</i></li> <li>iv. <i>Bid Security Valid for 180 Days from date of Bid Opening.</i></li> <li>v. <i>Copy of Valid Certificate of Incorporation/Registration.</i></li> <li>vi. <i>Copy of Current Valid Tax Compliance Certificate.</i></li> <li>vii. <i>Copy of Current Valid Certificate of Compliance to N.H.I.F</i></li> <li>viii. <i>Copy of Current Valid Certificate of Compliance to N.S.S.F.</i></li> <li>ix. <i>Form of Bid duly completed, signed, stamped and witnessed.</i></li> <li>x. <i>Price Schedule duly completed (Bidders must fill on the provided Price Schedule as a Mandatory requirement for Uniformity during Evaluation).</i></li> <li>xi. <i>All alterations if any must be countersigned by the bidder.</i></li> <li>xii. <i>Confidential Business Questionnaire duly filled.</i></li> <li>xiii. <i>Attach audited financial accounts for the last current two financial years.</i></li> <li>xiv. <i>Current valid business permit from County Government</i></li> <li>xv. <i>Declaration of having/not having any past or current litigation or arbitration proceedings in which the Bidder is/was involved as one of the parties.</i></li> <li>xvi. <i>Submit written Power of Attorney</i></li> <li>xvii. <i>Bidders must Stamp every Page of their document with Official rubber Stamp for Ownership. Also all pages must be serialized/paginated by the bidder for each bid submitted</i></li> <li>xviii. <i>Further, the Original Bid Document issued by NCWSC shall be returned as part of the Tender Document. Bidders submit all the pages of the Bid document as issued without altering the content therein. All required information shall be attached to the Original Tender document and neatly bound.</i></li> <li>xix. <i>Documents submitted as Loose papers or in files will be rejected at Preliminary evaluation stage and shall not progress to Technical Evaluation Stage</i></li> </ol> <p><i>A firm lacking in any of the above details shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage</i></p> <p><b>Technical Evaluation:</b></p> <ul style="list-style-type: none"> <li>• <i>Bidders must comply with all requirements under Product Specifications in the Bid Document.</i></li> <li>• <i>Have the authorization letter from the manufacturer to deal with the goods and services to be supplied under this contract.</i></li> <li>• <i>Show Proof of similar assignments in value and nature in the last three years. Evidence of this, e.g. award letters, signed contracts testimonial letters or copies of orders from such institutions shall be presented with the bid on submission</i></li> <li>• <i>Must disclose the Source/Origin of the goods to be supplied</i></li> </ul>

	<ul style="list-style-type: none"> <li>• <i>Must show proof of transportation equipment</i></li> <li>• <i>Must show proof of having qualified personnel to handle powder chlorine.</i></li> <li>• <i>Must indicate the Shortest Delivery Period after award.</i></li> <li>• <i>The sample of the product provided must pass the test at KEBS</i></li> </ul> <p><b><i>Financial Evaluation:</i></b></p> <p><i>Financial Evaluation will be conducted only on firms that will be Technically Responsive.</i></p> <p><i>Financially Responsive Firm will be the firm that will be Lowest in price at this Stage</i></p>
2.25	<i>Not applicable</i>
2.27.5	<i>Quantity variation shall not exceed 15% of awarded quantity and may only be approved after one year.</i>
2.29.1	<i>Performance security shall be received within 21 days of contract award</i>
2.30.1	<i>Performance security shall be 10% of the Bid sum</i>
2.31.1	<i>This shall lead to rejection of the bid in total and may be subject to debarment in future.</i>

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the Bidder, 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 Bidder under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the Bidder is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Bidder” 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 Bidder

### **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 Bidder 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 Bidder in the performance of the Contract.

3.5.2 The Bidder 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 Bidder's performance under the Contract if so required by the Procuring entity

### 3.6 Patent Rights

3.6.1 The Bidder 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 the tender validity period, the successful Bidder 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 Bidder'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 Bid 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 Bidder'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 Bidder 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 Bidder or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Bidder 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 Bidder shall either replace the rejected equipment or make alternations 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 Bidder from any warranty or other obligations under this Contract.

### 3.9 Packing

3.9.1 The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder in its Bid.

3.13.2 Contract price variations shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, be allowed for contracts not exceeding one year (12 months).

3.13.3 Where contract price variation is allowed, the variation must be justified and comply to the Procurement Act and Regulations governing Public Procurement.

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 Bidder 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 Bidder shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Bidder 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 Bidder, terminate this Contract in whole or in part

- (a) if the Bidder fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the Bidder fails to perform any other obligation(s) under the Contract
- (c) if the Bidder, 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 Bidder shall be liable to the Procuring entity for any excess costs for such similar goods.

### 3.17 Liquidated Damages

3.17.1. If the Bidder 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 Bidder may consider termination of the contract.

### 3.18 Resolution of Disputes

3.18.1 The procuring entity and the Bidder 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 Bidder shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its 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.

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT									
3.4.1	See the Technical Specifications.									
3.7.1	Performance security shall be 10% of the Bid sum.									
3.8	<p>Bidders are requested to pay special attention to this clause. During bidding, each bidder to provide 2kg sample in separate tins of 1kg each for testing at Kenya Bureau of Standards Labs as per below schedule:</p> <table border="0"> <thead> <tr> <th>Item</th> <th>Rate</th> <th>at</th> </tr> <tr> <td></td> <td></td> <td>KEBs(Kes)</td> </tr> </thead> <tbody> <tr> <td>1Kg Powder Chlorine</td> <td>17,000.00</td> <td></td> </tr> </tbody> </table> <p><b><i>To test for compliance of the calcium hypochlorite (powder chlorine) each Bidder must submit 2kg sample in separate tins of 1kg each for testing at KEBs. The sample must be accompanied by a banker's cheque of Kes. 17,000.00 in favour of Kenya Bureau of Standards . Samples shall be received at Procurement office up to 2 days before closing date.</i></b></p> <p>The envelope containing the cheque shall bear the bidders name and contact address including the mobile phone number.</p> <p>Bidders who are non-responsive at the preliminary stage shall have their samples and banker's cheque returned whereas those responsive at this stage shall have their samples taken to KEBS for testing. The costs for testing the samples are borne by the bidder.</p> <p>Any Sample failing the Tests shall be considered Non-Responsive.</p>	Item	Rate	at			KEBs(Kes)	1Kg Powder Chlorine	17,000.00	
Item	Rate	at								
		KEBs(Kes)								
1Kg Powder Chlorine	17,000.00									

3.9	All goods under the contract shall be delivered in their original package..
3.10.1	The awarded firm shall commence supplies immediately but not later than thirty (30) days from the date of signing the contract agreement. This is an annual contract and deliveries shall be on need basis and upon issuance of an order
3.11	Pay special attention to this clause
3.12.2	Terms of payment shall be 60 days from the date of the invoice. No single invoice shall be less than Kes 200,000.00 except for the final invoice.
3.13	<i>Prices quoted shall be delivered prices to the respective sites indicated in the schedule of requirements. Price adjustments (if any) shall only be applicable to this contract if the variation is based on prevailing consumer price index obtained from Kenya National Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya .</i>
3.14	Pay special attention to the clause
3.15	Pay special attention to the clause
3.16	a) Within twenty eight (28) days b) Maximum Limit shall be twenty eight (28) days c) There shall be no compromise on this clause
3.17.1	Liquidated damages shall be 0.5% (point five percent) of the contract amount per day, upto a maximum of 10% (ten percent) which is equivalent to the value of the performance security.
3.18.2	The cost of arbitration shall be borne on a 50/50 basis

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- 5.1.1 These specifications describe the requirements for goods. Bidders are requested to submit with their offers the detailed specifications, drawings, catalogues, product analysis forms etc for the products they intend to supply
- 5.1.2 Bidders must indicate on the specifications sheets whether the goods offered comply with each specified requirement.
- 5.1.3 All the details of the goods to be supplied shall not be less than those required in these specifications. **Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc.** The procuring entity reserves the right to reject the goods, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The Bidders are requested to present information along with their offers as follows:
- a) Shortest possible delivery period
  - b) Information on safe handling of the product (MSDS) - An updated copy of the Material Safety Data Sheet, shall include the following information;
    - (i) Company Details
    - (ii) Hazard Identification
    - (iii) Composition/Information on ingredients
    - (iv) First Aid Measures
    - (v) Fire Fighting Measures
    - (vi) Accidental Release Measures
    - (vii) Handling and Storage
    - (viii) Exposure Controls/Personal Protection
    - (ix) Physical and Chemical Properties
    - (x) Stability and Reactivity
    - (xi) Toxicological Information
    - (xii) Ecological Information
    - (xiii) Disposal Considerations
    - (xiv) Transport Information
    - (xv) Regulatory Information
  - c) Compliance to the Kenya standards KS 1290-4:2007 (ICS71.100.80).

## PRODUCT SPECIFICATIONS

### Specification for Calcium Hypochlorite

## PRODUCT SPECIFICATIONS - CALCIUM HYPOCHLORITE

### 1.0 Description

This specification is applicable to calcium hypochlorite granular powder used as a disinfectant in Potable Water Supply in accordance with Kenya Standard KS 1290-4:2007 (ICS 71.100.80).

### 2.0 Requirements

**2.1** The calcium hypochlorite shall be white or yellowish-white granular powder. It shall be free from lumps and shall not contain any dirt or other foreign material. Not more than 10% of the powder shall pass a 100 $\mu$ m sieve.

**2.2** Calcium hypochlorite shall also comply with the following chemical requirements in Table 1;

**Table 1 – Chemical requirements**

S/No	Characteristic	Requirement
1	Available chlorine, % (m/m), min	65
2	Total content of aluminium oxide (Al <sub>2</sub> O <sub>3</sub> ), % (m/m), max	1.0
3	Iron content, % (m/m), max	0.05
4	Moisture content, % (m/m), max	5.5
5	Bulk density, g/cm <sup>3</sup> , min	0.80

### 2.3 Toxic substances

The content of toxic substances shall comply with the requirements specified in Table 2;

**Table 2 – Toxic substances**

S/No	Characteristic	Requirement (Limit mg/kg) of product
1	Arsenic (As), max	10
2	Cadmium (Cd), max	1
3	Chromium (Cr), max	6
4	Mercury (Hg), max	0.02
5	Nickel (Ni), max	3
6	Lead (Pb), max	4
7	Antimony (Sb), max	5
8	Selenium (Se), max	1

### **3.0 Packaging, Labeling & Marking**

#### **3.1 Packaging**

Shall be delivered in 45 - 50kgs air tight plastics-coated steel drums or polyethylene bottles.

#### **3.2 Risk and Safety Labelling**

The following labeling requirements shall apply to calcium hypochlorite

a) Symbols and indications of danger

O: Oxidizing

C: Corrosive

b) Nature of special risks attributed to dangerous substances

R 8: Contact with combustible material may cause fire

R 31: Contact with acids liberates toxic gas

R 34: Causes burns

c) Safety advice concerning dangerous substances

S 2: Keep out of children

S 26: In case of contact with eyes, rinse immediately with plenty of water and seek medical advice

S 43: In case of fire, use air-independent respiratory equipment for firefighting.

#### **3.3 Marking**

The containers shall be securely closed and marked indelibly with the following information:

a) Name and address of manufacturer and/or registered trademark.

b) Name of the product "Calcium Hypochlorite"

c) Minimum % by mass of available chlorine

d) Code or batch number

e) Date of Manufacture

f) Expiry Date

g) Storage Conditions

h) Net weight of the material in the container

i) Country of origin

j) Handling instructions

k) Risks and safety labeling: Symbols and indications of danger, nature of risks attributed to dangerous substances, safety advice.

#### **4.0 Certificate of Analysis.**

Each batch shall be accompanied by a certificate of analysis from KEBS or original manufacturer.



## 5.0 Data to be furnished by the Supplier

Specification of the Calcium Hypochlorite offered, covering the following points, must accompany the form of Tender:

- a) Grade, source, name of manufacturer, and trade description of product.
- b) Typical Certificate of Analysis carried out as per Kenya Bureau of Standard methods giving the percentage content of the following:-

1	Available chlorine, % (m/m), min
2	Total content of aluminium oxide (Al <sub>2</sub> O <sub>3</sub> ), % (m/m), max
3	Iron content, % (m/m), max
4	Moisture content, % (m/m), max
5	Bulk density, g/cm <sup>3</sup> , min
6	Characteristic
7	Arsenic (As), (mg/Kg of product) max
8	Cadmium (Cd), (mg/Kg of product) max
9	Chromium (Cr), (mg/Kg of product) max
10	Mercury (Hg), (mg/Kg of product) max
11	Nickel (Ni), (mg/Kg of product) max
12	Lead (Pb), (mg/Kg of product) max
13	Antimony (Sb), (mg/Kg of product) max
14	Selenium (Se), (mg/Kg of product) max

- c) Type of packing and weight

## 6.0 Sample Packaging & Submission

To test for compliance, each bidder shall provide 2kg sample in separate air-tight containers of 1kg each for testing at Kenya Bureau of Standards Laboratories. This shall be provided TWO days before Bid Opening and delivered to the Procurement Office, Kampala Road. Refer also to section 3.8 of the special conditions of the contract.

### 6.1. Rejection upon actual delivery

#### 6.1.1 Sampling Method

##### a) General

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

One sample is for the immediate use by NCWSC laboratory for testing of the delivery. The second sample shall be retained until it is known from the results of the laboratory examination that the delivery meets the specification as specified in this contract document. The latter sample is for the use of a referee laboratory if

there is a dispute over the analyses.

Each sample shall be labeled to identify it by such information as the name of the supplier, delivery number, and date received etc. Each label shall be signed by the sampler and the stores representative.

#### **b) Sample size**

The sample size must provide a gross sample that is representative of the material and this shall be systematically picked from 10% of the chemical delivered.

For every 100bags/Drums delivered, 10bags/Drums shall systematically be selected and set aside. These shall be weighed and a gross sample, of at least 10kg drawn using a sampling tube or other effective device that measures at least 2 cm in diameter, then mixed thoroughly to form a composite sample and finally divided to provide two samples of at least 0.750kg each. These samples shall immediately be sealed in air tight, moisture-proof containers. Each sample shall be labeled to identify it by such information as the name of the supplier, delivery number, and date received etc. Each label shall be signed by the sampler and the stores representative.

#### **6.1.2 Notice of non-conformance**

In the event Nairobi City water and Sewerage Company's has any reason to doubt the quality of the soda ash delivered at the water treatment plant, the following procedure shall be adhered to:-

A notice of non-conformance shall be provided by the NCWSC representative to the supplier within ten working days after receipt of the delivery at the point of destination. The results of the NCWSC tests shall prevail unless the supplier notifies the NCWSC within five working days after receipt of the notice of complaint that a retest or inspection is desired.

Upon receipt of the request for a retest, NCWSC shall forward one of the sealed samples, unopened, for analysis to a referee laboratory (KEBS) taken in accordance with section 6.1. The results of the referee analysis or inspection shall be accepted as final.

The cost of the referee analysis shall be paid by the supplier if the material does not meet the specification as specified in this contract document, and shall be paid by NCWSC if the material meets the said specification.

If the sample is found to be non conforming, the whole consignment shall be rejected. The rejected consignment shall be removed and subsequently be replaced with material conforming to the specification as specified in this contract document with an appropriate compliance certificate at no cost to the company.

**6.1.3 Material Removal**

On the basis of the company’s re-test, or the referee test the supplier shall be asked to remove the chemicals from the premises of the Nairobi City Water and Sewerage Company within 14 days at his own cost. Failure to remove the rejected chemicals from the Company’s premises after the notice, the company shall charge Kes. 500 per day per unit packaging. No money due shall be released until any accumulated charges are paid, the consignment is removed and replaced with material conforming to the specification as specified in the contract document.

**7.0 Damaged packages**

Damaged packages will not be accepted.

**8.0 Weight Confirmation**

For every 100 containers delivered, 10 containers shall systematically be selected, set aside and the weight confirmed which represents 10% of the delivery. Underweight containers shall be rejected and the supplier requested to replace them.

Bidder’s Response (Yes/No) .....

## SECTION VII - SCHEDULE OF REQUIREMENTS

### 1. Delivery Programme

- 1.1 Commencement of delivery shall be IMMEDIATELY but not more than thirty (30) days from the date of receipt by the Supplier of the sealed contract documents from the Purchaser
- 1.2 The quantities provided is the maximum estimated requirement and consumption shall be on need basis but within the budget allocated.
- 1.3 The contract will be for a period of one year
- 1.4 All deliveries shall be made to the respective treatment works from where they shall be inspected and formally received.
- 1.5 The expected delivery schedule shall be as per Annex A. and upon issuance of an LPO. However, the Purchaser may make changes to the Delivery Schedule and/or place of delivery.

#### ANNEX 'A' - SCHEDULE OF DELIVERY:

No	DESCRIPTION	QTY PER YEAR	UNIT
1	Chlorine Powder delivered to Kabete Water Treatment Works	300	45kg container
2	Chlorine Powder delivered to Sasumua Water Treatment Works	1000	45kg container
3	Chlorine Powder delivered to Ngethu Water Treatment Works	1500	45kg container

**PRICE SCHEDULE**

**Item 1**

	DESCRIPTION		QTY PER YEAR	Unit Cost	Total cost	
					KES	CTS
	Note: Reference should be made to the Specification when pricing the bill The materials shall be supplied in accordance with the terms of this contract. Supply and Delivery to the respective water works					
1	Powder chlorine delivered to Kabete waterworks	300	45kg container			
TOTAL SUM CARRIED TO BID (Must Indicate if price is inclusive or exclusive)						

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Name and Signature of Authorized signatory \_\_\_\_\_

Date \_\_\_\_\_

Rubber Stamp \_\_\_\_\_ 37 \_\_\_\_\_

**Item 2**

	DESCRIPTION		QTY PER YEAR	Unit Cost	Total cost	
	Note: Reference should be made to the Specification when pricing the bill The materials shall be supplied in accordance with the terms of this contract. Supply and Delivery to the respective water works				KES	CTS
2	Powder Chlorine delivered to Sasumua Water Treatment Works	1000	45kg container			
TOTAL SUM CARRIED TO BID (Must Indicate if price is inclusive or exclusive)						

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Name and Signature of Authorized signatory \_\_\_\_\_

Date \_\_\_\_\_

Rubber Stamp \_\_\_\_\_

**Item 3**

	DESCRIPTION		QTY PER YEAR	Unit Cost	Total cost	
	Note: Reference should be made to the Specification when pricing the bill The materials shall be supplied in accordance with the terms of this contract. Supply and Delivery to the respective water works				KES	CTS
3	Powder chlorine delivered to Ngethu waterworks	1500	45kg container			
TOTAL SUM CARRIED TO BID (Must Indicate if price is inclusive or exclusive)						

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Name and Signature of Authorized signatory \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Rubber Stamp \_\_\_\_\_

## GRAND SUMMARY

ITEM	AMOUNT - Kes
Total B/Fwd from Price Schedule – Kabete	
Total B/Fwd from Price Schedule – Sasumua	
Total B/Fwd from Price Schedule - Ngethu	
Sub total	
Add 14% VAT (if applicable)	
<b>BID SUM TO THE FORM OF BID</b>	
<b>AMOUNT IN WORDS</b>	
(Bidder to indicate Net Price inclusive of all taxes applicable)	
Shortest Delivery period after award:	
Name of Bidder.....	
Physical Address.....	
Building.....	
.....	
Town.....	
.....	
Name of Authorised Representative of Bidder.....	
Signature.....	
.....	
Date.....	
.....	



## SECTION VIII - STANDARD FORMS

***NB:***

- a) Sample documents shall only be for use by the relevant parties (e.g. Banks) as guidelines to fulfill the requirements of the bid.***
  
- b) Bidders are therefore encouraged to pass the sample documents to the relevant parties and avoid filling them on their own.***

## 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 – Kes. ....

Name of your bankers ..... Branch .....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <ul style="list-style-type: none"> <li>• Citizenship details .....</li> <li>• .....</li> </ul>																														
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....					
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4.	.....	.....	.....	.....																											
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kes. ....</p> <p>Issued Kes. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....	5.	.....	.....	.....	.....
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5.	.....	.....	.....	.....																											
	<p>Date ..... Signature of Candidate .....</p>																														

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

## BID SECURITY FORM

Whereas ..... [*name of the Bidder*]  
(hereinafter called “the Bidder”) has submitted its Bid dated ..... [*date of submission of Bid*] for the supply, installation and commissioning of ..... [*name and/or description of the equipment*]  
(hereinafter called “the Bid”) ..... 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 Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring entity during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to Bidders;

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

\_\_\_\_\_  
[signature and seal of the bank]

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Bid Form and the Price Schedule submitted by the Bidder
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

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

4. The Procuring entity hereby covenants to pay the Bidder 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 Bidder in the presence of \_

**PERFORMANCE SECURITY FORM**

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

WHEREAS ..... [*name of Bidder*] (hereinafter called “the Bidder”) 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 Bidder shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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*]

## 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 Bid, and subsequently negotiate and sign the Contract with you against Bid No. .... *[reference of the Bid]* 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 Bids.

\_\_\_\_\_  
*[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.