

COAST WATER WORKS DEVELOPMENT AGENCY



TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF CALCIUM HYPOCHLORITE (HTH) 65%

TENDER NO. CWWDA/T/G/10/2020-2021

ISSUED ON: 21ST AUGUST 2020

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Section A: invitation for tenders



TENDER NOTICE

Coast Water Works Development Agency, a State Corporation in the Ministry of Water and Sanitation (MW&S), invites sealed tenders from eligible candidates for the **Supply of Calcium Hypochlorite (HTH)65%** and for **Provision of Motor Vehicle Insurance** as detailed in the table below.

Tender No.	Tender Name	Tender Security	Closing Date	Target Group
CWWDA/T/G/01/2 020-2021	Supply and Delivery Calcium Hypochlorite (HTH)65%	Kshs.600,000	4/9/2020 at 11:00am	Citizen Contractors
CWWDA/T/S/02/2 020-2021	Provision of Motor Vehicle Insurance	Kshs.50,000	4/9/2020 at 2:00pm	Citizen Contractors

Interested eligible candidates may obtain further information and inspect tender documents and/or site during normal working hours from 0800 hours to 1630 hours' local time from Monday to Friday, except during lunch hour (1230 hours to 1400 hours), and during weekends and public holidays.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Ksh.1000 in cash or Bankers Cheque** payable to the **Chief Executive Officer** or can be downloaded free of charge from **Coast Water Works Development Agency** website www.cwwda.go.ke or The National treasury Procurement Portal and immediately email the firms' names and contact details to: procurement@cwwda.go.ke **for records and communication of any tender clarifications or addenda.**

Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **ninety (90)** days from the closing date of tender.

Completed Tender Documents are to be enclosed in plain sealed envelopes marked with Tender Name and Reference Number and **deposited in the Tender Box next to Procurement Office, Coast Water Works Development Agency, and Mikindani Street –off Nkrumah Road** at the address below so as to be received on or before **as shown in the table above.**

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

Chief Executive Officer
Coast Water Works Development Agency
Mikindani Street (Off- Nkrumah road)
P.O. Box 90417 – 80100
MOMBASA, KENYA
www.cwwda.go.ke

Section C. General Information

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tender is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Coast Water Works Development Agency 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.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.4 Tenderers must be **VAT – Registered** and must provide **Tax compliant certificate** as an evidence of fulfilling their tax obligations.

2. Eligible Goods

- 2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2 For purpose 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 result that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

- 3.1 The Tenderer shall bear all cost associated with the; preparation and submission of its tender, and Coast Water Works Development Agency, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Documents

4. Contents

- 4.1 The tender document comprise, the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
 - (i) Invitation for Tender
 - (ii) General informatio
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract

- (v) Schedule of Requirements
- (vi) Technical specifications
- (vii) Tender form and Price schedules
- (viii) Tender security Form
- (ix) Contract Form
- (x) Performance security Form
- (xi) Bank Guarantee for advance payment form
- (xii) Manufacturer's Authorization Form

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

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender documents may notify Coast Water Works Development Agency in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. Coast Water Works Development Agency will respond in writing to any request for clarification of the tender documents, which it receives no later than ten (10) days prior to the deadline for the submission of tenders, prescribed by Coast Water Works Development Agency. 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 tenderer that have received the tender documents

6. Amendment of Documents

6.1. At the time prior to the deadline for submission of tenders, Coast Water Works Development Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment

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

6.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Coast Water Works Development Agency, at its discretion, may extend the deadline for the submission of tenders.

Preparation of tenders

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Coast Water Works Development Agency, shall be written in English language. Any printed literature furnished by the tenderer may be written in any other language provided they are accompanied by an accurate English translation of the relevant passage(s) in which case, for purpose of interpretation of the tender, the English translation shall govern.

8. Documents Comprising the Tender

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

- (a) A Tender Form and a Price schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 14

9. Tender Form

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

10. Tender Prices

- 10.1 The tender shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) The price of the goods quoted should be NET inclusive of all customs duties and sales and other taxes paid or payable:
 - (ii) Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- 10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

11. Tender Currencies

- 11.1 Prices shall be quoted in the following currencies:
- (a) For goods that the tenderer will supply from Kenya, The price shall be quoted in Kenya shillings; and
 - (b) For goods that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

12. Tender Eligibility and Qualifications.

- 12.1 Pursuant to paragraph 1 of section III, the tender shall furnish, as per its tender, documents established the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

12.2 The documentary evidence of the tenderers eligibility to tender shall establish to Coast Water Works Development Agency satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III

12.3 The documentary evidence of the tenderers qualification to perform the contract if its tender is accepted shall establish to Coast Water Works Development Agency satisfaction:

- (a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract

13. Goods' Eligibility and Conformity to tender Document.

13.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract

13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the Country of origin issued at the time of shipment

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:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a clause – by – clause commentary on the Corporation's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purpose of the commentary to be furnished pursuant to paragraph 13.3 (c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its technical specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and /or catalogue numbers in its tender, provided that it demonstrates to the Corporation's satisfaction that the substitutions ensure substantial equivalence to those designated in the technical Specifications.

14. Tender security

14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.

14.2 The tender security is required to protect Coast Water Works Development Agency against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7

- 14.3 The tender security shall be denominated in Kenya shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank
- 14.4 Any tender not secured in accordance with 14.1 and 14.3 will be rejected by the Procurement entity as non responsive, pursuant to paragraph 22
- 14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiring of the period of tender validity prescribed by Coast Water Works Development Agency.
- 14.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance, pursuant to paragraph 32.
- 14.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the Coast Water Works Development Agency on the tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 30
 - Or
 - (ii) To furnish performance security in accordance with paragraph 31

15. Validity of Tenders

- 15.1 Tenders shall remain valid for 90 days as specified in the tender documents after date of tender opening prescribed by Coast Water Works Development Agency pursuant to paragraph 18. A tender valid for a shorter period shall be rejected as non-responsive.
- 15.2 In exceptional circumstances, Coast Water Works Development Agency may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse granting the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender

16. Format and Assigning of tender

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

Submission of Tenders

17. Sealing and Marking of tenders

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

“

17.2 The inner and outer envelopes shall:

(a) Be addressed to Coast Water Works Development Agency at the following address:

**Coast Water Works Development Agency,
P. O. Box 90417,
MOMBASA.**

(a) Bear, **Supply of 65% Calcium Hypo chlorite** the Invitation for tenders (IFT), and the words: “**DO NOT OPEN BEFORE 4th September 2020 at 11:00am**”

(b) Or deposited in the **Tender Box** on or before **4th September 2020 at 11:00am**

Tenders will be opened immediately thereafter in the presence of candidates’ representatives who wish to attend.

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.”

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Coast Water Works Development Agency will assume no responsibility for the tender’s misplacement or premature opening.

18. Deadline for submission of tenders

18.1 **TENDER MUST BE RECEIVED BY THE** Board at the address specified under paragraph 17.2 not later than **4th September 2020 at 11:00am**

18.2 Coast Water Works Development Agency may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the deadline will thereafter be subject to the deadline as extended.

19. Modification and withdrawal of Tenders

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

19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provision of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a

tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 14.7

Opening and Evaluation of tenders

20. Opening of tenders

Coast Water Works Development Agency will open all tenders in the presence of tenderer's representatives who choose to attend, on **4th September 2020 at 11:00am** in the Conference room. The tenderer's representatives who are present shall sign a register evidencing their attendance.

- 20.1 The tenderer's names, tender modifications or withdrawals, tender prices, discounts, and the presence and absence of requisite tender security and such other details as the Coast Water Works Development Agency at its discretion, may consider appropriate will be announced at the opening.
- 20.2 Coast Water Works Development Agency will prepare minutes of the tender opening.

21. Clarification of Tenders

- 21.1 To assist in the examination, evaluation and comparison of tenders Coast Water Works Development Agency 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 price or substance of the tender shall be sought, offered, or permitted.
- 21.2 Any effort by the tenderer to influence Coast Water Works Development Agency tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

22. Preliminary Examination

- 22.1 Coast Water Works Development Agency 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 tender are generally in order.
- 22.2 Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 Coast Water Works Development Agency may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23 Coast Water Works Development Agency will determine the substantial responsiveness of each tender to the tender documents. For purpose of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. Coast Water Services Board's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by Coast Water Works Development Agency and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

23. Evaluation and Comparison of tenders

23.1 Coast Water Works Development Agency will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.

23.2 Evaluation of tenders will be based on the conformity of the submissions to each attribute of the specifications. Basic equipment characteristics must be implicitly supported by the manufacturers' technical information.

23.3 The comparison shall be of the ex- factory / ex – warehouse / off – the – shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

23.4 Coast Water Works Development Agency's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

- (a) Delivery schedule offered in the tender;
- (b) The after sales services for the supplier;

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

In addition, the bidders must meet the following requirements in order to be considered responsive.

- a) Copies of certificates of registration, and principal place of business;
- b) Ensure your firm is e- citizen linked
- c) Valid Tax Compliance Certificate
- d) Copies of PIN & VAT Certificate
- e) Dully completed, Signed & Stamped Form of Tender
- f) Dully completed, Signed & Stamped Price Schedule
- g) Dully completed, Signed & Stamped Business Questionnaire
- h) Document must be paginated
- i) Copies of Local Business Permit
- j) Submit Anti-Corruption Declaration Commitment/ Pledge
- k) Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
- l) Authority to seek references from the Tenderer's bankers.

(a) *Delivery schedule.*

- (i) Coast Water Works Development Agency requires that the goods under the Invitation for Tender shall be delivered at the time specified in the Schedule of Requirement Tenders offering deliveries longer than the Coast Water Works Development Agency's required delivery time will be treated as non- responsive and rejected.

(b) Deviations in payment schedule

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

(c) Submit company profile

(d) Prove that he is a chemical dealer and proof of current stocks (not less than 30 tons)

(e) That he has satisfactorily supplied at least 3 organizations with chemicals

24. Contacting Coast Water Works Development Agency

24.1 Subject to paragraph 21, no tenderer shall contact Coast Water Works Development Agency on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

24.2 Any effort by a tenderer to influence Coast Water Works Development Agency in its decision on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Award of contract

25. Award criteria

25.1 Subject to paragraph 10, 23 and 28 the Corporation 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.

26. Coast Water Works Development Agency's Right to Vary Quantities

26.1 Coast Water Services 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.

27. Coast Water Works Development Agency Right to Accept or Reject Any or all Tenders

27.1 Coast Water Works Development Agency reserves the right to accept or reject any tender, and to annul the tendering process and reject all tender at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers of the grounds for the Coast Water Works Development Agency's action.

28. Notification of Award

28.1 Prior to the expiry period of the tender validity, Coast Water Works Development Agency will notify the successful tenderer in writing that its tender has been accepted and shall simultaneously notify the other tenderer of the fact.

28.2 The Notification of award to the successful tenderer shall specify the time, not being less 21 than days within which the contract must be signed.

29. Signing of Contract

29.1 At the same time as Coast Water Works Development Agency notifies the successful tenderer that its tender has been accepted, the Board will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30. Performance Security

30.1 Within thirty (30) days of the receipt of notification of award from Coast Water Works Development Agency, the successful tenderer shall furnish 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 Coast Water Works Development Agency.

30.2 Failure of the successful tenderer to comply with the requirement of paragraph 29 or paragraph 30 shall constitute sufficient grounds for the annulment of the award and forfeit of the tender security, in which event the Coast Water Works Development Agency may notify to the next lowest evaluated Candidate that its tender has been accepted.

31. Corrupt Fraudulent Practices

31.1 Coast Water Works Development Agency requires that tenderers observe the highest standard of ethics during the procuring process and execution of contracts. In pursuance of this policy, Coast Water Works Development Agency:-

(a) defines, for the purpose of this provision the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Coast Water Services Board, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Coast Water Works Development Agency of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

31.2 Furthermore, tenderers shall be aware of the provision stated in the General Condition of contract

Section D – General Conditions of Contract

1. Definitions

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

- (a) “The Contract” means the agreement entered into between Coast Water Works Development Agency and the tenderer, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” Means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and / or other materials, which the tenderer is required to supply to Coast Water Works Development Agency under the contract.
- (d) “Coast Water Works Development Agency” means the organization purchasing the Goods under this contract

2.0 Application

2.1 These General Conditions shall apply in all Contracts made by Coast Water Works Development Agency for the procurement of goods.

3. Country of Origin

- 3.1 For purpose of this Clause, “**Origin**” means the place where the Goods were mined, grown, or produced.
- 3.2 The origin of Goods and services is distinct from the nationality of the tenderer.

4 Standards

4.1 The Goods supplied under this contract shall conform to the standards mentioned in the technical Specifications.

5. Use of Contract Documents and Information

5.1 The candidate shall not, without Coast Water Works Development Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Coast Water Works Development Agency in connection therewith, to any person other than a person employed by tenderer in the performance of the contract.

5.2 The tenderer shall not, without Coast Water Works Development Agency’s prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of Coast Water Works Development Agency on completion of the Tenderer's performance under the contract if so required by Coast Water Works Development Agency.

6. **Patent Rights**

6.1 The tenderer shall indemnify Coast Water Works Development Agency 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 Coast Water Works Development Agency.

7. **Performance Security**

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Board the performance security in the amount specified in special Conditions of contract.

7.2 The proceeds of the performance security shall be payable to Coast Water Works Development Agency as compensation for any loss resulting from the Tender's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to Coast Water Works Development Agency 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 Coast Water Works Development Agency, in the form provided in the tender documents.

7.4 The performance security will be discharged by Coast Water Works Development Agency and returned to the Candidate not later than thirty (30) days following the date of completion of the Tender's performance obligations under the Contract including any warranty obligations, under the Contract.

8. **Inspection and Tests**

8.1 The Procurement entity or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract specifications. Coast Water Works Development Agency shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on 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 Coast Water Works Development Agency.

8.3 Should any inspection or tested Goods fail to conform to the Specifications, Coast Water Works Development Agency may reject the Goods or make alterations necessary to meet specification requirements free of cost to Coast Water Works Development Agency.

8.4 Coast Water Works Development Agency'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 Goods having previously been inspected, tested, and passed by Coast Water Works Development Agency or its representative prior to the Good's delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. **Packing**

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.

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.

10. **Delivery and Documents**

10.1 Delivery of the Goods shall be by the tenderer in accordance with the terms specified by Coast Water Works Development Agency in its Schedule of requirements and the special Conditions of Contract.

11. **Insurance**

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

12. **Payment**

12.1 The Method and conditions of payment to be made to the tenderer under this Contract shall be specified in special Conditions of Contract.

12.2 Coast Water Works Development Agency shall make payment promptly as specified in the contract.

13. **Prices**

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.

14. **Assignment**

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with Coast Water Works Development Agency prior written consent.

15. **Subcontracts**

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

16. **Termination for Default**

16.1 Coast Water Works Development Agency may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part.

- (a) If the tenderer fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by Coast Water Works Development Agency.

- (b) If the tenderer fail to perform any other obligation(s) under the Contract
- (c) If the tenderer, in the judgment of Coast Water Works Development Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

16.2 In the event Coast Water Works Development Agency terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the tenderer shall be liable to the Corporation for any excess costs for such similar Goods.

17. **Liquidated Damages**

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

18. **Resolution of Disputes**

18.1 And the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

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

19. **Language and Law**

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

20. **Force Majeure**

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

Section E. Special Conditions of Contract

- Terms of Payment: Goods delivered shall be subjected to inspection for conformity to the Specifications and upon acceptance; payments shall be made at least 30 days after delivery of the chemicals.
- The Corporation will carry out a site survey of the Supplier's go down to establish the ability of the supplier to execute the contract if awarded the tender.
- The performance security shall be 10% of the contract price in the form a bank guarantee from a reputable bank
- Resolution of Disputes: the parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

Section F. Schedule of Requirements/Price schedule

ITEM: High Strength Calcium Hypochlorite 65%

CODE NO.	SUPPLY POINT	UNIT OF ISSUE	APPROXIMATE QUANTITY REQUIRED (PER ANNUM)	UNIT PRICE (Ksh.)	DAYS TO DELIVER	COUNTRY OF ORIGIN	LOCATION OF WAREHOUSE (TOWN & STREET)	REMARKS
1.	Coast Water Works Development Agency Mazaras Stores	Kgs	73,600					
2.	Coast Water Works Development Agency Baricho water supply	Kgs	62,400					

Signature of tenderer _____

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

Section G. Technical Specifications.

SPECIFICATION FOR 65% CALCIUM HYPOCHLORITE

1. Scope

The chemical contains Calcium Hypochlorite ($\text{Ca OCL}.2\text{H}_2\text{O}$) as the main compound and should conform to any existing Kenya Bureau of Standards specification for the particular chemical.

2. Desired Characteristics

The material shall be in form of white free flowing tiny granular powder. It should not contain any constituent that is objectionable or harmful to human beings when the product is used in purification of water. Its detailed specifications shall be as follows:

- | | | |
|---|---|------------|
| (i) Available chlorine content by weight | - | 65% min. |
| (ii) Moisture content by weight | - | 2.0% max. |
| (iii) Lead content as Pb % m/m | - | 0.5% max. |
| (iv) Iron content calculated as Fe by weight | - | 0.05% max. |
| (v) Stability % by mass difference in Available chlorine before and after heating to 100° C for 2 hrs | - | 10.0 % max |

3. Packaging and Marking

The material shall be preferably packaged in 50Kg iron drums or compound fibre drums lined with plastic bags net weight 50Kg. Alternatively, the material may be packed in 45 kg HPDE drums lined with polythene paper as per UN approval. The packages shall be securely closed and marked with the following: -

- Name and grade of the material
- Manufacturer's name and recognized trade mark
- Net weight of material in package
- Month and year of manufacture
- Identification in code or otherwise to enable the Batch of manufacture to be traced from records
- A certificate of analysis shall accompany each consignment if required by CWSB

4. Sampling

Samples of 65% Calcium Hypochlorite of not less than three (3) Kg and not more than five (5) Kg shall be submitted with the tender. The samples shall be placed in **airtight containers** of not more than one (1) Kg each. The samples may alternatively be delivered prior to the closing date to the Chief Executive Officer, Coast Water Works Development Agency.

Such samples delivered earlier will be signed for and acknowledged.

It is notified that the quality of the Calcium Hypochlorite shall be consistent in conformity with the specifications during the tenure of the tender. The Chief Executive Officer shall take samples from containers in a single consignment of material drawn from a single batch of manufacture. If a consignment consists of different batches of manufacturer, the batches shall be marked separately and the containers belonging to the same batch shall be group together to constitute a separate lot.

Random samples taken from a given lot shall be mixed together to form a composite sample which shall be tested to ascertain the conformity of the material to the required specification. If a disagreement arises, a representative sample shall be taken, divided into four (4) parts and distributed as follows for testing: -

- a) One to the Government Chemist
- b) One to the Kenya Bureau of Standards
- c) One to the Chief Executive Officer, Coast Water Works Development Agency
- d) One to the Supplier

All samples shall be tested by the same prescribed methods to ascertain conformity to the Specification. The Supplier at no extra cost shall replace material not conformity to the Specifications. The cost for testing by the Government Chemist and the Kenya Bureau of Standards shall be borne by the supplier.

5. Duration of Tender

The tender is for the supply and delivery of Calcium Hypochlorite **on “as and when required basis” for a period of one calendar year with effect from the date of contract signature.**

Section H. Tender form

Form of Tender

Date: _____

Tender No: _____

To:

[Name and address of Ministry of Finance and Planning]

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 and deliver.....[description of goods] in conformity with the said tender documents for the sum of[total tender amount in words and figures] or such other as may be ascertained in accordance with the schedule or Prices attached herewith and made part of this Tender.
2. We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____percent of the Contract Price for the due performance of the Contract, in the form prescribed by.....(Coast Water Works Development Agency).
4. We agree to abide by this Tender for a period.....[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 ay any time before the expiring of that period.
5. Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
6. We are not bound to accept the lowest bid or any tender you may receive.

Dated this _____ day of _____ 2013

[Signature] in the capacity of]

Duly authorized to sign tender for and on behalf of _____

Section I. 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 of..... (Hereinafter called "the Tender")

KNOW ALL PEOPLE by these present that We..... Of..... having our registered office at(hereinafter called "the Bank"), are bound unto.....[Coast Water Works Development Agency] (hereinafter called "Coast Water Works Development Agency ") in sum offor which payment well and truly to be made to the said Coast Water Works Development Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said Bank this ____day of ____2013

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 Coat Water Services Board during the period of tender validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

we undertake to pay to Coast Water Works Development Agency up to the above amount upon receipt of its first written demand, without Coast Water Works Development Agency having to substantiate its demand, provided that in its demand Coast Water Works Development Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

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

[Signature of the bank] _____

Section J. Contract Form

THIS AGREEMENT made the ____day of _____2017_____between [Name of procurement entity] of [Country of Procurement entity] (Hereinafter called "the Coast Water Works Development Agency") of the one part and..... [Name of tenderer] of..... [City and country of tenderer] (Hereinafter called "the tenderer") of the other part

WHEREAS THE Coast Water Works Development Agency invited tenders for certain goods,
Viz..... [Brief description of 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 WITNESSETHAS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for

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

In the presence of _____

Section K. Performance security Form

TO.....
[Coast Water Works Development Agency]

AND WHEREAS[name of tenderer](hereinafter called " the tenderer") has undertaken, in pursuance of Contract No.....[reference number of the contract] datedto supply.....[description of goods] (hereafter 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 figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of.....June, 2013

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

**CONFIDENTIAL BUSINESS
QUESTIONNAIRE**

Form S 33

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

You are advised that it serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel No.

Nature of Business

Current Trade Licence No. Expiring date

Maximum value of business which you can handle at any time K£

Name of your bankers Branch

Are you an agent of the Kenya Nation Trading Corporation? YES/NO.

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of Origin

* Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.

4.
.....

Part 2 (c) – Registered Company:

Private or public

State the nominal and issued capital of the company-

Nominal K£.

Issued K£.

Give details of all the directors as follows:

Name in full	Nationality	Citizen Details	Shares
1.			
2.			
3.			
4.			
5.			

Date Signature of Tenderer

* If Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

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

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

