



**COUNTY GOVERNMENT OF LAMU
DEPARTMENT OF WATER MANAGEMENT
AND CONSERVATION**



TENDER DOCUMENT

**FOR SUPPLY, DELIVERY AND INSTALLATION OF
MOKOWE DESALINATION PLANT.**

TENDER NO.CGL/TND/WATER/015/2020-2021

(NEGOTIATION NUMBER 828105-4)

RE-TENDER

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SECTION I: INVITATION TO TENDER

TENDER REF NUMBER: CGL/TND/WATER/015/2020-2021

TENDER NAME: SUPPLY, DELIVERY AND INSTALLATION OF MOKOWE DESALINATION PLANT.

The County Government of Lamu invites sealed tenders from eligible candidates for **Supply, Delivery and Installation of Mokowe Desalination Plant** .

Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain Management office at The County Treasury located at Lamu or visit Lamu County Government website <http://www.lamu.go.ke>.

- 11** A complete set of tender documents shall be made available on the Lamu County Government website: <http://www.lamu.go.ke> and obtained by interested candidates without paying any fee.
- 12** Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 13** Completed tender documents are to be addressed to **(COUNTY GOVERNMENT OF LAMU P.O BOX 74- 80500 LAMU and should be submitted electronically through IFMIS supplier portal at www.supplier.treasury.go.ke** so as to be received on or before **Wednesday 23rd June, 2021 at 11.00 a.m.**
- 14** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the County's Board room.

For *(Accounting Officer/County Government of Lamu)*



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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The County Government’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the County government to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed 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 equipment(s) are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Government, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Ksh 5000.00



233 The County government shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (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
- (xiii) Confidential Business Questionnaire Form
- (xiv) Declaration form
- (xv) Request for Review Form

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

2.5 Clarification of Tender Documents

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

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



2.6 Amendment of Tender Documents

- 2.6.1 At any time prior to the deadline for submission of tender, the County Government, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.6.2 All prospective tenderers that have obtained the tender 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 tenderers reasonable time in which to take the amendment into account in preparing their tenders, the County, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components.
- (a) a Tender 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 2.12 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 2.13 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 2.14
 - (e) Confidential Business Questionnaire

2.9 Tender Form

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



2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

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

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the County's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1



- 2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the County's satisfaction;
- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

- 2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 characteristic of the equipment
 - b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the County; and
 - c) a clause-by-clause commentary on the County'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 commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative



standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price, from a reputable bank or Insurance companies approved by Public Procurement Regulatory Authority.
- 2.14.3 The tender security is required to protect the County against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
- a) Cash
 - b) A bank guarantee
 - c) Such insurance guarantee approved by the Authority
 - d) Letter of credit.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the County as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the County.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- a) if a tenderer withdraws its tender during the period of tender validity specified by the County on the Tender Form; or
 - b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27
 - or
 - ii) to furnish performance security in accordance with paragraph 2.28



- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

- 2.15.1 Tenderers shall remain valid for **120** days or as specified in the tender documents after date of tender opening prescribed by the County, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the County as non-responsive.
- 2.15.2 In exceptional circumstances, the County Government may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The tenderer shall prepare and submit tender in the Ifmis Suppliers Portal.

2.17 Sealing and Marking of Tenders

- 15** Tenders shall be submitted electronically through IFMIS at supplier.treasury.go.ke and be received on or before **Wednesday 23rd June, 2021 at 11.00 a.m.**

2.18 Deadline for Submission of Tenders

- 16** Tenders must be received at the address specified under paragraph 2.17.1 not later than **Wednesday 23rd June, 2021 at 11.00 a.m.**
- 2.18.1 The County may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the County Government and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by The County prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of



tenders.

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

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

2.20 Opening of Tenders



- 17** The County Government will open all tenders in the presence of tenderers' representatives who choose to attend, **Wednesday 23rd June, 2021 at 11.00 a.m.at the County's Board Room, Mokowe.**

The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

2.20.1 The tenderers' names, will be announced at the opening.

2.20.2 The appointed tender opening committee will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination and Responsiveness

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

2.22.2 No correction of Arithmetical errors. If there is a discrepancy between words and figures the amount in words will prevail.

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



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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The County Government evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 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.

2.24.4 The County's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;



- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

- (i) The County Government requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

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

(c) *Spare parts and after sales service facilities*

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

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

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

2.25 Contacting the County Government.

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

2.25.2 Any effort by a tenderer to influence the County Government in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-Qualification



- 2.26.1 In the absence of pre-qualification, The County will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the County deems necessary and appropriate.
- 2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the County will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.26.4 The County 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.
- 2.26.5 To qualify for contract awards, the tenderer shall have the following:
- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - b) Legal capacity to enter into a contract for procurement
 - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - d) Shall not be debarred from participating in public procurement.

(c) County's Right to Accept or Reject Any or All Tenders

- 2.26.6 The County reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the County's action
- 2.26.7 The County may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination



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

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

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the County will simultaneously inform the other tenderers that their tenders have not been successful.

2.28 Signing of Contract

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

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

2.28.3 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.

2.29 Performance Security

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

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the



award and forfeiture of the tender security, in which event the County may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

- 3.30.2 The County 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.

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



APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<p>This Invitation for Tenders is open to all tenderers eligible as described below:</p> <ul style="list-style-type: none"> (a) the person has the legal capacity to enter into a contract for procurement or asset disposal; (b) the person is not insolvent, in receivership, bankrupt or in the process of being wound up; (c) the person, if a member of a regulated profession, has satisfied all the professional requirements; (d) the procuring entity is not precluded from entering into the contract with the person under section 38 of PPAD Act (MUST complete the attached form); (e) the person and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of PPAD Act (MUST complete the attached form); (f) the person has fulfilled tax obligations; (g) the person has not been convicted of corrupt or fraudulent practices; and (h) is not guilty of any serious violation of fair employment laws and practices.
2.4.2	<p>Tenderers are required to provide copies of the following documents:</p> <ul style="list-style-type: none"> a) Audited Financial Accounts for the last two years 2018-2020. b) Certified Copy of Certificate of Incorporation/Registration. c) Certified Copy of Current Tax Compliance certificate from Kenya Revenue Authority. d) KRA Pin Certificate. e) Certified Copy of Valid and current Business Permit. f) Disclosure of business ownership (Directors/ Partners /Sole Proprietor). Attach a copy of CR12 Form
2.14.1	<p>The tender security shall be 2% of the tender amount and submitted in any of the following forms:</p> <ul style="list-style-type: none"> a) Cash

	<ul style="list-style-type: none"> b) A bank guarantee c) Such insurance guarantee approved by the Authority (PPRA) d) Letter of credit.
2.18.1	Tenders will close on Wednesday 23rd June, 2021 at 11.00 a.m.
2.20.1	Tenders will open on Wednesday 23rd June, 2021 at 11.00 a.m.
2.29.1	The successful tenderer will be required to submit a not less than two years warranty for the equipment supplied and installed.
2.4.1	No advance payment acceptable for this tender
2.5.1	The inquiry address is hereby given as P.O BOX 74 – 80500 LAMU. Only written inquiries are accepted
2.13.3	Documentary evidence for those submitting tenders for the Desalination Plant shall comprise of: <ul style="list-style-type: none"> a) Written brochures/literature/pamphlets b) Drawings c) Equipment Data Sheet d) Performance charts, and e) Explanations/comments on how equipment responds to specifications f) CVs for 2 management/ technical persons g) Work plan/schedule
2.15.1	Tenders validity shall be 120 days from the date of Tender Opening
2.17.1	Tenders shall be submitted electronically through the IFMIS at supplier.treasury.go.ke .
2.22.2	Price offers as read during Tender Opening shall be evaluated as is without conducting arithmetic checks
2.26(a)	Post-qualification shall not be done.
2.26.4	Qualification criteria has been detailed further in Section VIII of this Tender Document (Evaluation Criteria)

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 County 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 the County under the Contract.
- (d) “The County” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the County for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

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 Candidate shall not, without the County’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 County in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the County'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 County and shall be returned (all copies) to the County on completion of the Tenderer's performance under the Contract if so required by the County

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the County 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 County's country

3.7 Performance Security

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

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

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the County and shall be in the form of

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

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

3.8 Inspection and Tests

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

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the County.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the County may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the County.
- 3.8.4 The County's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the County or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing and packaging of the equipment 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 equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by The County in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the County as specified in the Contract

3.13 Prices

- 3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation requests shall be processed by the County within 30 days of receiving the request.

3.14. Assignment

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

3.15. Subcontracts

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

3.16. Termination for Default

- 3.16.1 The County 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 equipment within the period(s) specified in the Contract, or within any extension thereof granted by the County
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the County has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the County terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the County for any excess costs for such similar equipment.

3.17. Termination for convenience

3.18. Liquidated Damages

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

3.19. Resolution of Disputes

3.19.1 The County 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

3.19.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

3.21.1 The Tenderer 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.

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. 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
3.7.1	The performance security shall be 10% of the contract amount in Kenya Shillings, or in a freely convertible currency acceptable to the County and shall be in the form of : a) Bank guarantee b) Such insurance guarantee approved by the Authority
3.12.1	Payment shall be done after testing and inspection of the equipment and other works
3.18.1	Disputes shall be resolved through arbitration and could further proceed to high court as would be appropriate.

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

No.	Item Description	Quantity	Unit Price Kshs	Installation Period	Price Kshs.	Total Price Kshs.
1.	Supply, Delivery and Installation of Mokowe Desalination Plant.	1No.		2 Month		
					Total Price Kshs. Inclusive VAT	

Authorized Official: _____
Name

Signature

Date

SECTION VI- TECHNICAL SPECIFICATIONS

6.1 GENERAL

- 6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the equipment 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 County reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products
- 6.1.4 The tenderers are requested to present information along with their offers as follows
;-
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

	- <i>Proof of Such Contracts (Attach award letters/LPOs /LSOs/Signed Contracts and completion certificate. (10 Points)</i>	
5	Documentary evidence for those submitting tenders for this works shall comprise of; a) Performance charts, (1 marks) b) Work plan/schedule (1 marks) c) List of equipment and state if the equipment is owned or leased and attach supporting evidence. (3 Points).	5
6	Bidder to provide a preliminary description of the proposed work; i.e. a) Method and schedule (1 marks). b) The drawings (1 marks). c) The charts, as necessary (1 marks).	3
7	Qualifications and experience of two key site management and technical personnel proposed to undertake this work. <i>Attach the CVs and Certificates of qualifications for the key staff</i> (6 marks)	6
8	Information regarding any litigation, current or during the last 5 years, in which the tenderer is involved, the parties concerned and disputed amount if any. (5 marks)	5
9	Attach Audited Financial Accounts for the last two years. (2018-2020) (6marks)	6
10.	Provide the following documents of the proposed plant equipment; a) Accurately filled, signed and stamped Manufacturers Authorization (3 marks) b) Provide Manufacturers Brochures with details of the proposed equipment to be supplied. (6marks) c) Provide a written document extending 2 years (two) warranty for the equipment to the County Government of Lamu. (6 marks)	15
	TOTAL	80

Evaluation criteria

All information provided may be subject to confirmation by COUNTY GOVERNMENT OF LAMU providing false information will lead to disqualification. **NOTE:** Only tenders that score 60% out of 80% on technical evaluation will qualify to have their proposals for financials evaluated. Those scoring below 60% will be disqualified at this stage. **Award will be given to the lowest quoted bidder.**



SECTION VI – TECHNICAL SPECIFICATIONS

**SUPPLY, DELIVERY AND INSTALLATION
OF 10M³ DESALINATION PLANT.**



TECHNICAL SPECIFICATIONS FOR SUPPLY AND INSTALLATION OF WATER TREATMENT EQUIPMENT AT BELEBELE, HINDI

Requirements

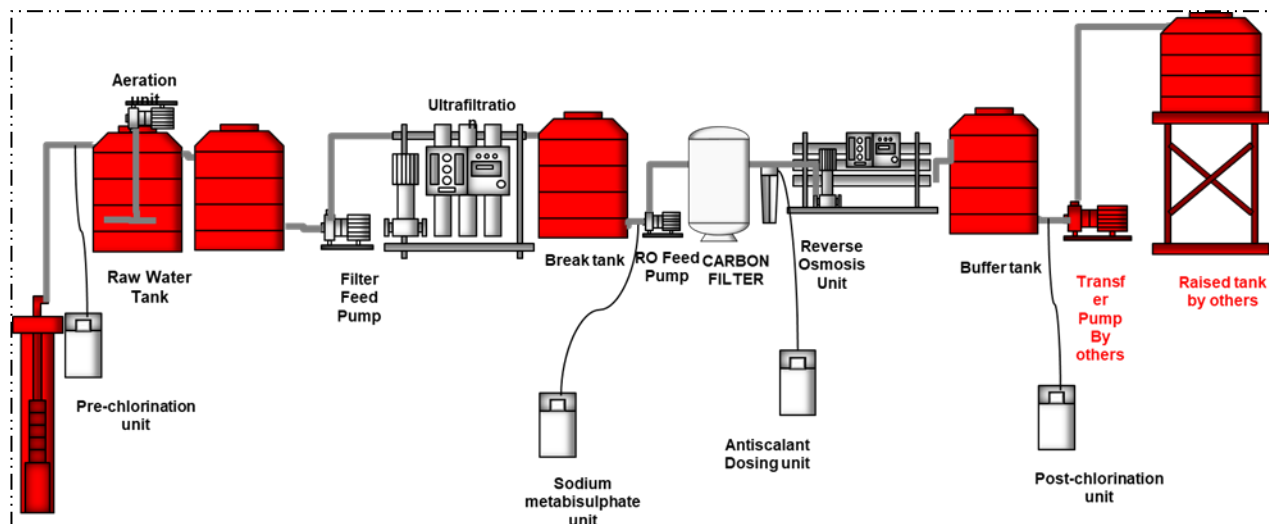
The Desalination that is required is a suitable water treatment plant that can deliver 10,000 litres per hour (**10m³/hr**).

Treatment Process

The proposed design will consist of the following processes

- Chemical oxidation
- Ultra filtration
- Reverse Osmosis plant (RO)
- Disinfection

System flow chart



Process description

- Water from the borehole will first be chlorinated and stored in a set of **raw water tanks**. (**Supplier's scope**). Chlorine is required to oxidize iron and manganese in the water.
- One of the raw water tanks will be fitted with aeration pipework for iron and manganese oxidation. (**Supplier's scope**)
- The raw water shall be pumped through **Ultrafiltration plant** to remove any suspended solids. (**Supplier's scope**)
- To prevent scaling of the RO membranes, it will be important to dose an **antiscalant** into the water before the water goes into the RO. Genesys Antiscalant will be added continuously into the system prior to the RO. (**Supplier's scope**)
- To prevent damage of the RO membranes with chlorine, the water shall be passed through activated carbon and dosed with SMBS for de-chlorination. (**Supplier's scope**)
- Pre-treated water will then be passed through a **Reverse Osmosis Unit** with the capacity to treat highly brackish water to standards within the acceptable levels of drinking water. (**Supplier's scope**)
- The treated water will then be adjusted pH to keep the pH within the required limits and chlorinated to prevent further contamination of the water. (**Supplier's scope**)
- The treated water will finally be stored in a **treated water tank**. (**Client's Scope**)

Equipment description

For the above scope, the treatment system will include the supply of the following equipment

- 1No.Ultrafiltration plant

- 1No. Heavy-Duty, Non-corrosive, Centrifugal feed pump.
- 1No. Antiscalant dosing pump complete with the chemical tank for Genesys antiscalant dosing.
- 1No. Biocide Dosing Unit complete with chemical tank and dosing pump for Kurita IK-110 biocide dosing.
- 1No. Reverse osmosis (DRO-M) unit locally assembled complete with 12No. Dupont medium brackish 8” membranes for highly brackish water treatment, in special high-pressure vessels (1000PSI)
 - 1No. Centrifugal (CRT) Grundfos high-pressure pump
 - Duplex steel piping and fittings for the feed and concentrate lines to prevent against corrosion
 - Remote monitoring capabilities
 - 1No. Clean-in-place (CIP) system complete with chemical tank and pump for automatic permeate flush and periodic flushing system.
- 1No. Chlorine Dosing Unit complete with chemical Tank and dosing pump.
- 1No. pH adjustment unit complete with chemical tank and dosing pump.

Ultrafiltration Unit

The equipment we shall supply is outlined below;

- 4No. DuPont IP-77 Ultrafiltration modules complete with UPVC module housing and ultra-filtration membranes.
- 1No. Air compressor capable of delivering an air-water mix entry pressure of ≤ 1 bar for air scour.
- 1No. Feedwater pumps to deliver water to the UF module.
- 1No. Backwash pump.
- 1No. Clean in Place system (CIP) for cleaning the module.
- 2No. Chemical dosing pump complete with a chemical tank for Chemically Enhanced backwash, CEB.

A detailed description of Ultrafiltration

Ultrafiltration is based on DuPont Ultrafiltration modules with features and benefits including:

- 0.03 μ m nominal pore diameter for removal of bacteria, viruses, and particulates including colloids.
- PVDF fibers free of macro voids for high mechanical strength with excellent chemical resistance offering long membrane life and reliable operation.
- Hydrophilic PVDF fibers for easy cleaning and wettability that help maintain long term performance.
- Outside-In flow configuration for high tolerance to feed solids and the use of air scour cleaning.
- U-PVC housings eliminating the need for pressure vessels and are resistant to UV light.

The Systems shall be frame mounted and supplied as complete units with all necessary accessories and controls for simple integration with the flow process. Key Features of the skid include;

- Fully automated plant operation including normal filtration cycle, 2 backwash cycles, rinse and forward flush cycles as well as providing various alarms in case of system malfunction. The various cycles are controlled by an integral PLC controller.
- High-efficiency feed, backwash, and cleaning pumps
- Integrated cleaning, air scour and backwash systems and two chemical dosing pumps for the cleaning agent
- System monitoring instruments including inlet and outlet flow meters and pressure gauges.
- 150-micron pre-filter.





Figure 1: Ultrafiltration System

Reverse Osmosis (RO)

The RO system produces purified water (**permeate**) from the feed water via rejection of all organic and inorganic constituents by a semi-permeable membrane system. It separates the incoming feed stream into two effluent streams:

- The **permeate** (treated water) passes through Reverse Osmosis membranes and thus contains greatly reduced quantities of dissolved mineral salts and organics for use ($\geq 99\%$ rejection ratio). The designed recovery of your Sea Water RO machine is **30%**. This recovery is subject to change with respect to water quality.
- The **concentrate** (reject water) is the stream which passes tangentially across the membrane surface and thus retains the impurities separated from the permeate stream. A certain minimum flow of ‘concentrate’ is necessary to keep the RO membranes from ‘fouling’ due to the removed mineral salts and organic contents.



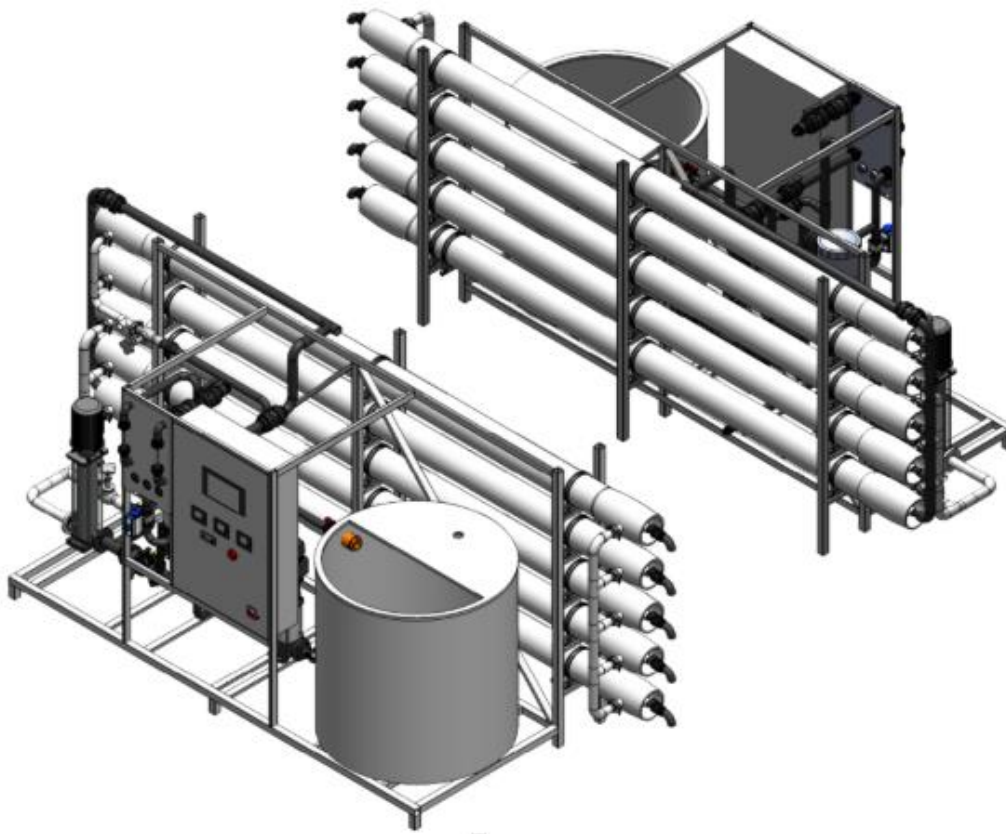


Figure 2: Reverse Osmosis plant

Tertiary Treatment Stage

This stage will be to condition and disinfect the reverse osmosis permeate water for final use. Treated water from the RO unit shall be chlorinated for disinfection against any possible post contamination. To bring the pH within the World Health Organization guidelines pH adjustment will be done and the treated stored in a treated water tank.



WATER TREATMENT EQUIPMENT COMPONENTS INCLUDED

1.	Reverse osmosis unit DRO-M 10M3/HR complete with corrosion resistant Grundfos CRT high-pressure pump. 12No. membranes and Duplex steel piping and fittings for the feed and concentrate lines to prevent against corrosion TDS up to 5000ppm	1
2.	RO CONTROL PANEL with the following features <ul style="list-style-type: none"> • Reverse osmosis permeate flushing system • pH meter • Feed and permeate TDS meters • Basic remote monitoring system 	
3.	Oxidation system c/w aeration system and chemical dosing	1
4.	FEED PUMP Noncorrosive feed pump with the capacity to deliver necessary flow rate and pressure as required by the reverse osmosis plant	1
5.	CARBON FILTER with glass and carbon media and manual multiport valve.	
6.	CHEMICAL DOSAGE SYSTEM complete Grundfos or its equivalent DDE pumps & chemical tanks. Startup chemical supply of antiscalant, online biocide, chlorine and pH adjustment chemical for a period of 1 month from date of commissioning.	4
7.	20M ³ /HR ULTRAFILTRATION SYSTEM Fully automatic packaged ultrafiltration plant complete with integral PLC controller.	1
8.	CLEAN IN PLACE (CIP) SYSTEM complete with CIP tank & corrosion resistant CIP pump	1
9.	DELIVERY & POSITIONING OF EQUIPMENT	1
10.	INSTALLATION MATERIALS & SUNDRIES	1
11.	INSTALLATION LABOUR CHARGES	1
12.	TESTING, TRAINING & COMMISSIONING	1



Scope of works

The scope of works is summarized below

<u>Supplier Scope</u>	<u>The Client Scope</u>
<ul style="list-style-type: none"> ➤ Fitting of Chlorination System for raw water and aeration pipework for iron and manganese oxidation. ➤ Fabrication and assembly of equipment. ➤ The positioning of the plant and components as specified in a plant room. ➤ Electrical connections of the plant to a power point within the plant room area. ➤ Testing and commissioning of the plant. ➤ Training of the plant operators both at the site and also at our workshops. ➤ Plumbing from the raw water piped source point, 3No. raw water tanks to the plant room and plantroom to clean water storage tank. The raw water tank should preferably be close to the plant room <p><u>Please provide the following MANDATORY Manufacturer’s Manuals for the 10M³/HR R.O plant.</u></p> <ol style="list-style-type: none"> a. Color Sensor unit schematic diagrams from the manufacturer b. As-built design drawings c. Operational Manuals d. Service Manuals e. Fault diagnosing and troubleshooting manual f. Technical specifications manual g. Liability Period 	<ul style="list-style-type: none"> ➤ Plumbing works and sundries for connection of the wells to the offtake point. ➤ To make available an operator for the equipment. The operator will be required to carry out regular plant monitoring and maintenance duties, including refilling chemical tanks with the correct weights of chemical cleaning out storage tanks if required, backwashing filters, simple water quality tests, and basic troubleshooting. ➤ Provide a well-ventilated plant room to accommodate all the equipment to be installed to protect against weather adverse conditions. ➤ Provide tank platforms to accommodate 3No. Plastic tanks of 24M³ capacity each. ➤ Provision of a backwash water and wash-out drainage and disposal mechanism outside the plant house. ➤ Make available power to the plantroom ➤ Provision of all electrical connections outside the plantroom



BILL A: SUPPLY, DELIVERY AND INSTALLATION OF 10M³ DESALINATION PLANT

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT(KSHS.)
1.	Supply and install Reverse Osmosis Unit of 10M ³ /HR complete with corrosion resistant Centrifugal (CR) high-pressure pump. 12No. membranes and Duplex steel piping and fittings for the feed and concentrate lines to prevent against corrosion to march a TDS upto 5000ppm.	No.	1		
2.	RO control panel with the following features	NO	1		
3.	<ul style="list-style-type: none"> • Reverse osmosis permeate flushing system 	NO	1		
4.	<ul style="list-style-type: none"> • pH meter • Feed and permeate TDS meters • Basic remote monitoring system 	NO	1		
5.	Oxidation system c/w aeration system and chemical dosing.	NO	1		
6.	Feed pump Noncorrosive feed pump with the capacity to deliver necessary flow rate and pressure as required by the reverse osmosis plant.	NO	1		
7.	Carbon filter with glass and carbon media and manual multiport valve.	NO	1		
	Chemical dosage system with complete pumps & chemical tanks. Startup chemical supply of antiscalant, online biocide, chlorine, and pH adjustment	NO	1		

	chemical for a period of 1 month from date of commissioning.				
	Ultrafiltration system of 20m ³ /hr fully automatic packaged ultrafiltration plant complete with integral PLC controller				
SUB- TOTAL 1					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT(KSHS.)
8.	Clean in place (CIP) system complete with CIP tank & corrosion resistant CIP pump	NO	1		
9	Delivery & positioning of equipment	NO	1		
10.	Supply, delivery, and installation of 3No. plastic tanks of 24M ³ capacity each.	NO	3		
11.	Carry out all the necessary installations and Installation sundries including supply of all the pipes necessary for plumbing works from raw water piped offtake point, raw water tanks to the R.O plant and to the clean water storage tanks.	Ls	1		
12.	Installation /labour charges	Ls.	1		
13.	Carry out comprehensive water analysis before and after water treatment (5No. Sampling Report analysis), and provide the analysis results to LAWASCO.	Ls	1		
14.	Testing, training & commissioning				
SUB- TOTAL 2					
TOTAL 1+2 (Inclusive of VAT)					40

SUMMARY

S/NO.	DESCRIPTION	AMOUNT KSHS.
A	SUPPLY, DELIVERY AND INSTALLATION OF 10M³ DESALINATION PLANT Total (Inclusive of VAT)	



FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date]
_____ [Name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____



7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

 Location of business premises.

 Plot No..... Street/Road

 Postal Address Tel No. Fax..... E mail

 Nature of
 Business
 ,.....
 Registration Certificate No.

 Maximum value of business which you can handle at any one time – Kshs.

 Name of your bankers Branch

	Part 2 (a) – Sole Proprietor
Your name in full	Age
Nationality	Country of origin
	• Citizenship details
	•
	Part 2 (b) Partnership
Given details of partners as follows:	
Name	Nationality Citizenship Details Shares
1.
2.
3.
4.
	Part 2 (c) – Registered Company
Private or Public	
State the nominal and issued capital of company-	
Nominal Kshs.	
Issued Kshs.	
Given details of all directors as follows	



	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date **Seal/Signature of Candidate**



7.3 TENDER SECURITY FORM

Whereas..... [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
submission of tender] for the supply, installation and commissioning of
.....[name and/or description of the equipment]
(hereinafter called “the Tender”) KNOW
ALL PEOPLE by these presents that WE of
..... having our registered office at
(hereinafter called “the Bank”), are bound unto [name of County}
(hereinafter called “the County”) in the sum of for
which payment well and truly to be made to the said COUNTY, the Bank binds itself, its
successors, and assigns by these presents. Sealed with the Common Seal of the said Bank
this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]



7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____
between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the **County**) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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



7.5 PERFORMANCE SECURITY FORM

To
[name of County]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)



7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[name of County]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



7.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the County]*

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

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.



7.8. LETTER OF NOTIFICATION OF AWARD

Address of **the County**

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.9

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*county*)

Request for review of the decision of the..... (*Name of the County*) of
.....dated the...day of20.....in the matter of Tender
No.....of.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)



Dated on.....day of...../...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary



7.10 DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

