



KITUI WATER AND SANITATION CO. LIMITED

P.O Box 341 - 90200 KITUI

+254 (0) 701545554 | kitwasco@gmail.com / info@kitwasco.co.ke | www.kitwasco.co.ke

Kyangwithya - Misewani Road Opposite the Governor's Office, 100M off Gate B

INVITATION TO TENDER

FINANCIAL YEAR: 2026-2027

TENDER NO.: KITWASCO/OT/004/2026-2027

**TENDER NAME: TENDER FOR THE
SUPPLY AND DELIVERY OF UPVC, HDPE
AND PPR PIPES AND FITTINGS**

ISSUED ON: 14/07/2026

SUBMISSION DATE: 24/07/2026, 11.00 AM



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INVITATION TO TENDER FY 2026-2027

Kitui Water and Sanitation Company Ltd (KITWASCO) hereby invites interested, eligible and competent bidders to submit Tenders for the **Provision of Goods and Services** for the **Financial Year 2026/2027** as listed below.

NO.	TENDER REFERENCE NO.	TENDER NAME	ELIGIBILITY	SUBMISSION DATE
	INVITATION TO TENDER (FRAME WORK CONTRACTS FOR ONE YEAR FY 2026-2027)			
1	KITWASCO/OT/004/2026-2027	Tender For The Supply and Delivery of UPVC, HDPE And PPR Pipes and Fittings	Open	24 th July 2026, 11.00 AM
2	KITWASCO/OT/005/2026-2027	Supply And Delivery of Cold Water Meters, Smart Meters And Accessories	Open	

1. Tendering will be conducted through the **National Competitive Tendering** procedures using a standardized tender document and is **Open** to all qualified and interested bidders.
2. Interested eligible bidders may obtain further information and download the tender Documents **free of charge** from the KITWASCO website www.kitwasco.co.ke or the Public Procurement Information Portal (PPIP) www.tenders.go.ke.
3. Any clarifications/addendums will be published on the following websites; www.kitwasco.co.ke and www.tenders.go.ke. Tenderers are advised to regularly check for any addendums or amendments at the websites mentioned in the course of the bidding period prior to the closing date.

4. Applicants who download the tender Documents must forward their particulars immediately to the official company email; kitwasco@gmail.com to facilitate any further clarification or addendum.
5. Applications for tenders should be submitted by hand/courier delivery, with clearly marked envelopes and delivered to the address given below on or before **24th July 2026** not later than **11.00 am** at the address given below. Electronic submission of documents shall not be allowed.
6. Late applications shall be rejected.
7. Duly Completed tender documents in plain sealed envelopes clearly marked with the Tender Reference No. and Category, should be deposited in the Tender Box placed at the **Main Administration Block, Kyangwithya –Misewani Road, Opposite the Governor’s office, 150 M off Gate B, Kitui Town** and addressed to;

The Managing Director

Kitui Water and Sanitation Company Limited

P.O Box 341 - 90200, KITUI.

Tel: 0701 545 554 /Email: kitwasco@gmail.com, so as to be received on or before 24th July 2026, not later than 11.00 am.

Tender documents will be opened immediately thereafter the deadline date and time specified above or any deadline date and time specified later in case of addendum. The documents will be publicly opened in the presence of Tenderers' designated representatives who choose to attend at the KITWASCO Boardroom on the address provided above.

MANAGING DIRECTOR

KITWASCO.

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1 Scope of Tender

- 11 The Procuring Entity as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.
- 12 Throughout this tendering document:
- a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - b) if the context so requires, “singular” means “plural” and vice versa;
 - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2 Fraud and Corruption

- 21 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 22 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

- 23 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. Eligible Tenderers

- 31 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 32 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 33 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same - representative or ownership as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or

implementation of the project specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the [PPRA's website www.ppra.go.ke](http://www.ppra.go.ke)
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the

United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

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

311 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**

312 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

313 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods and Related Services

41 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.

42 For purposes of this ITT, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.

43 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

44 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

45 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or

by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Sections of Tendering Document

51 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Supply Requirements

- v) Section V - Schedule of Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

52 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.

53 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.

54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6. Clarification of Tendering Document

61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 63 The Tenderer is requested to submit any questions in writing, to reach
the Procuring Entity not later than the period specified in the **TDS** before
the meeting.
- 64 Minutes of the pre-Tender meeting, if applicable, including the text of the
questions asked by Tenderers and the responses given, together with any
responses prepared after the meeting, will be transmitted promptly to all
Tenderers who have acquired the Tender Documents in accordance with
ITT 6.3. Minutes shall not identify the source of the questions asked.
- 65 The Procuring Entity shall also promptly publish anonymized (*no
names*) Minutes of the pre-Tender meeting at the web page identified **in
the TDS**. Any modification to the Tender Documents that may become
necessary as a result of the pre-Tender meeting shall be made by the
Procuring Entity exclusively through the issue of an Addendum pursuant
to ITT 7 and not through the minutes of the pre-Tender meeting.
Nonattendance at the pre-Tender meeting will not be a cause for
disqualification of a Tenderer.
7. **Amendment of Tendering Document**
- 71 At any time prior to the deadline for submission of Tenders, the
Procuring Entity may amend the tendering document by issuing addenda.
- 72 Any addendum issued shall be part of the tendering document and shall
be communicated in writing to all who have obtained the tender
document from the Procuring Entity in accordance with ITT 6.3. The
Procuring Entity shall also promptly publish the addendum on the
Procuring Entity's web page in accordance with ITT 7.1.
- 73 To give prospective Tenderers reasonable time in which to take an
addendum into account in preparing their Tenders, the Procuring Entity
may, at its discretion, extend the deadline for the submission of Tenders,
pursuant to ITT 21.2.

C. Preparation of Tenders

8. Cost of Tendering

- 81 The Tenderer shall bear all costs associated with the preparation and
submission of its Tender, and the Procuring Entity shall not be
responsible or liable for those costs, regardless of the conduct or outcome
of the Tendering process.

9. Language of Tender

- 91 The Tender, as well as all correspondence and documents relating to the
Tender exchanged by the Tenderer and the Procuring Entity, shall be
written in English Language. Supporting documents and printed literature
that are part of the Tender may be in another language provided they are
accompanied by an accurate translation of the relevant passages into the
English Language, in which case, for purposes of interpretation of the
Tender, such translation shall govern.

10. Documents Comprising the Tender

- 101 The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT11;
 - b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
 - c) Tender Security or Tender-Securing Declaration, in accordance with
ITT 18.1;
 - d) Alternative Tender: if permissible, in accordance with ITT12;

- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
 - f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
 - g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
 - h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
 - i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
 - j) any other document required in the **TDS**.
- 102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 103 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11. Form of Tender and Price Schedules

- 111 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialise pages of all tender documents submitted.

12. Alternative Tenders

- 121 Unless otherwise specified **in the TDS**, alternative Tenders shall not be considered.

13. Tender Prices and discounts

- 131 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.
- 132 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 133 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.
- 134 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.
- 135 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the

performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

136 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

137 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

138 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:

- a) For Goods manufactured in Kenya:
 - i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
 - iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.
- b) For Goods manufactured outside Kenya, to be imported:
 - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
 - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;
- c) For Goods manufactured outside Kenya, already imported:
 - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

- ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
 - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS.**
- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14 Currencies of Tender and Payment

- 141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.
- 142 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.
- 143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

15 Documents Establishing the Eligibility and Conformity of the Goods and Related Services

- 151 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 153 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during

- the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.
- 155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.
- 16. Documents Establishing the Eligibility and Qualifications of the Tenderer**
- 161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
 - b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 17. Period of Validity of Tenders**
- 171 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 172 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.
- 173 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;

- b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18 Tender Security

181 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

183 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a letter of credit; or
- v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty

(30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

188 The Tender Security may be forfeited or the Tender Securing Declaration executed:

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a Performance Security in accordance with ITT 46.
- 189 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 1810 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
- 1811 A tenderer shall not issue a tender security to guarantee itself.
- 19. Format and Signing of Tender**
- 191 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it “ORIGINAL.” Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked “ALTERNATIVE.” In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 192 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 193 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 194 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.
- 195 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

- 20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning

not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL – ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES-ALTERNATIVE TENDER”, all required copies of the alternative Tender.

202 The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

203 Where a tender package or container cannot fit in the tender box, the procuring entity shall:

- a) Specify in the **TDS where** such documents should be received.
- b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
- c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Tenders

22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23. Withdrawal, Substitution, and Modification of Tenders

23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized

representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

233 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

234 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

24 Tender Opening

241 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.

242 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

243 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

244 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

245 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.

- 246 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 247 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 248 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) number of pages of each tender document submitted.
- 249 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 25.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors and Omissions

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**. The adjustment shall be based on the **average** price of the item or component

as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

301 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

302 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail.

303 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

31. Conversion to Single Currency

311 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified in the TDS.

32. Margin of Preference and Reservations

321 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

322 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

323 A margin of preference shall not be allowed unless it is specified so in the TDS.

324 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.

325 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the TDS, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the TDS. No tender shall be reserved to more than one group.

If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33. Evaluation of Tenders

331 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) substantially responsive to the tender documents; and
- b) the lowest evaluated price.

332 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:

- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

333 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

334 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

335 The Procuring Entity's evaluation of a Tender will include and consider:

- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
- b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

336 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34 Comparison of Tenders

34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

35 Abnormally Low Tenders

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

36 Abnormally High Tenders

36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant

Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37. Post-Qualification of the Tenderer

37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) most responsive to the Tender document; and
- b) the lowest evaluated price.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

39.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

41. Procuring Entity's Right to Vary Quantities at Time of Award

41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated in the TDS.

42. Notice of Intention to enter into a Contract

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43. Standstill Period

43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

44. Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.

47.3 Performance security shall not be required for a contract, if so specified in the **TDS**.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

49. Procurement Related Complaints and Administrative Review

49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	The reference number of the Invitation for Tenders is: <i>KITWASCO/OT/004/2026-2027</i> The Procuring Entity is: <i>Kitui Water and Sanitation Co.</i> The name of the Contract is: <i>Supply And Delivery of UPVC, HDPE And PPR Pipes And Fittings</i> The number and identification of lots (contracts) comprising this Invitation for Tenders is: Lot contracts: - N/A
ITT 1.2(a)	Electronic –Procurement System - N/A The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: N/A The electronic-procurement system shall be used to manage the following aspects of the Tendering process: N/A
ITT 2.3	The Information made available on competing firms is as follows: N/A
	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <i>5 number</i>
ITT 3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be registered with relevant government authorities as per evaluation criteria requirements
	B. Contents of Tendering Document

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 6.1	1. (a) Address where to send enquiries is: Kyangwithya –Misewani Road, Opposite the Governor’s office, 150 M off Gate B and addressed to; The Managing Director Kitui Water and Sanitation Co. P.O Box 341 - 90200, KITUI. Tel: 0701 545 554 /Email: kitwasco@gmail.com So as to reach the Kitui Water and Sanitation Co. Limited Office on or not later than 24th July 2026 on or before 11.00 am. (b) The Kitui Water and Sanitation Co. shall publish its response at the website www.kitwasco.co.ke or alternatively; www.tenders.go.ke.
ITT 6.2	A pre-tender conference will not be held
ITT 6.3	The questions to reach the Procuring Entity before the tender closing deadline 17th July 2026 not later 12.00 Noon.
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the at the website - N/A
	C. Preparation of Tenders
ITT 12.1	Alternative Tenders “ shall not be ” considered.
ITT 13.5	The prices quoted by the Tenderer “ shall not ” be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each lot (contract) shall correspond at least to [insert figure] percent of the items specified for each lot (contract). N/A Prices quoted for each item of a lot shall correspond at least to [insert figure] percent of the quantities specified for this item of a lot. N/A
ITT 13.8 (a) (i) and (iii)	Place of final destination: [Kitui Water and Sanitation Co. Stores, Kyangwithya –Misewani Road, Opposite the Governor’s office, 150 M off Gate B.
ITT 13.8 (a) (iii)	Final Destination (Project Site): Kitui Water and Sanitation Co. Stores, Kyangwithya –Misewani Road, Opposite the Governor’s office, 150 M off Gate B
ITT 13.8 (b) (i)	Named place of destination, in Kenya is KITWASCO Stores Office Manyenyoni Kitui Town.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 13.8 (b) (ii)	The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is __KITWASCO Offices Kyangwithya –Misewani Road, Opposite the Governor’s office, 150 M off Gate B
13.8 (c) (iv)	The place of final destination (Project Site) is KITWASCO Offices, Kyangwithya –Misewani Road, Opposite the Governor’s office, 150 M off Gate B
ITT 14.2	Foreign currency requirements not allowed.
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts: One Year
ITT 16.2 (a)	Manufacturer’s authorization is: “required”
ITT 16.2 (b)	After sales service is: “required”
ITT 17.1	The Tender validity period shall be: 126 days counting from deadline for Tender submission.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be 70_____days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By _____% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and (ii) By _____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension. N/A
ITT 18.1	A Tender Security “shall not be” required. A Tender-Securing Declaration “shall not be” required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be N/A_
ITT 19.1	In addition to 1No. original of the Tender , the number of copies is: [1 Copy]
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of attorney or Introductory Letter
	D. Submission and Opening of Tenders
ITT 20.3	

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 21.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: Attention: The Managing Director Kitui Water and Sanitation Co. P.O Box 341 - 90200, KITUI. Tel: 0701 545 554 /Email: kitwasco@gmail.com Physical Address: Kyangwithya –Misewani Road, Opposite the Governor's office, 150 M off Gate B City, Telephone: + 254 701 545 554 Electronic mail address: kitwasco@gmail.com The deadline for Tender submission is: 24th July 2026, not later than 11.00 a.m. Date: 24th, Month - July, Year- 2026 Time: 11.00 a.m. tenderers“ <i>shall not</i>” have the option of submitting their Tenders electronically. The electronic Tendering submission procedures shall be: <i>Not applicable (N/A)</i>
ITT 24.1	The Tender opening shall take place at: Kyangwithya – Misewani Road Opposite the Governor's Office, 150 M from Gate B Attention: <i>Managing Director</i> Postal Address: <i>P.o Box 341-90200, Kitui</i> Physical Address: Kyangwithya – Misewani Road Opposite the Governor's Office, 150 M from Gate B Date: 24th, Month - July - Year- 2026, Time: 11.00 a.m. The electronic Tender opening procedures shall be: N/A
ITT 24.6	The number of representatives of the Procuring Entity to sign is 3 (three).
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below:
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <i>Kenya Shillings</i> The source of exchange rate shall be: <i>the Central Bank in Kenya.</i> The date for the exchange rate shall be: 24th July 2026 <i>prior to the deadline for submission of the Tenders, nor later than the original date for the expiry of Tender validity period.</i>

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 32.3	A margin of preference and/or reservation <i>[insert either “shall” or “shall not”]</i> apply and specify the details. N/A If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations: N/A Eligibility: Open category to all interested and eligible bidders
ITT 33.2	Price evaluation will be done for: individual Items
ITT 33.2 (d)	Additional evaluation factors are: N/A
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i> (a) Deviation in Delivery schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i> (b) Deviation in payment schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i> (c) the cost of major replacement component, mandatory spare parts, and service: <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i> (d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i> (e) Life cycle costs: the costs during the life of the goods or equipment <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i> (f) the performance and productivity of the equipment offered; <i>[Insert Yes or No. If yes, insert the Methodology and criteria]</i> (g) <i>[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]</i>
	F. Award of Contract
ITT 41.1	The maximum percentage by which quantities may be increased is: <i>[10%]</i> The maximum percentage by which quantities may be decreased is: <i>[10%]</i>
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed _____10_% and without

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security if so required shall be in the sum of - N/A
ITT 49.1	The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website www.ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: kitwasco@gmail.com For the attention: June M. Munyao Title/position: The Managing Director Procuring Entity: Kitui Water and Sanitation Co. Email address: kitwasco@gmail.com In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Tendering Documents; and 2. the Procuring Entity’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This section contains the criteria that the Procuring Entity Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

2.1 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and
- c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

2.2 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

TABLE 1: PRELIMINARY – EVALUATION CHECKLIST FOR COMPLETENESS AND RESPONSIVENES OF MANDATORY REQUIREMENTS

Qualification – UPVC, HDPE and PPR Pipes And Fittings

Stage 1: Preliminary Bid Responsiveness Assessment (Mandatory Requirements)

This will involve assessing whether bidders have complied with submission requirements and have also attached valid copies of mandatory eligibility and statutory documents. Evaluation at this stage will be conducted on **Yes/No**, and bidders are expected to comply with ALL required items so as to proceed to the next stage of evaluation.

No.	Subject	Yes/No
PE1	Original and copy of Tender Submission of two Tender documents securely bound (Book bound) and clearly marked “ORIGINAL” and “COPY” by the tenderer. No loose or stapled documents will be accepted The tender documents MUST be sequentially serialized (paginated) in the correct sequence 1 , 2 , 3 , 4 on every page and all other attachments) to ensure compliance with section 78 (5) of Public Procurement and Asset Disposal Act, 2015 (from the first page to the last page)	
PE2	MUST submit a duly signed, stamped and completed confidential business questionnaire form in the format provided in the tender document	
PE3	Must submit a duly signed, stamped and completed Price Schedule in the Format Provided In Tender Document	
PE4	Must submit a duly signed, stamped and completed Form of Tender in the Format Provided In Tender Document certified by commissioner for oaths	
	LEGAL DOCUMENTS	
PE5	Ownership – MUST submit a Valid Copy of CR12 for limited companies, CR13 for Partnerships or National Identification Card/Passport for Sole Proprietorship	
PE6	Tenderers MUST provide valid copy of Kenya Revenue Authority Tax Compliance Certificate (tax compliance certificate MUST be valid at the date of tender opening)	
PE7	MUST submit a copy of Valid pin certificate	
PE8	MUST submit a copy of Valid Certificate of Incorporation or Registration	
PE9	MUST submit a copy of Valid Single Business Permit from the relevant County Government for year 2026	
PE10	MUST Submit a signed, stamped and certified manufacturer’s letter of Authorization to manufacture or sell or distribute the UPVC Pipes, HDPE, PPR Pipes and fittings certified by a commissioner for oaths. Duly Complete the manufacturers authorization form in the format provided in the tender	

No.	Subject	Yes/No
	document	
PE10	MUST Submit Audited Financial Accounts for the last two years 2024 and 2025. The Financial Statements must be signed and stamped by a practicing auditor/accountant with a Practicing ICPAK membership number	
	SUBMISSION OF DECLARATION FORMS	
PE11	Must submit a duly stamped, signed and completed Certificate of Independent Tender Determination form	
PE12	MUST submit a Duly completed, signed and stamped self-declaration forms (Self-Declaration duly certified by a commissioner for oaths that the Person/Tenderer is Not Debarred in the Matter of the Public Procurement And Asset Disposal Act 2015 (Form SD1) as per attached template	
PE13	MUST submit a Duly completed, signed, stamped Self Declaration which must be duly certified by commissioner for oaths That the Person/Tenderer Will Not Engage In Any Corrupt Or Fraudulent Practice) (Form SD2) as per attached template	
PE14	Must submit a duly signed, stamped and completed Tenderer information form	
PE15	Must submit a duly signed, stamped and completed Declaration and commitment to code of ethics	
PE 16	Must submit a Duly filled, signed and stamped Beneficial Ownership Disclosure form.	
PE 17	Submit a duly signed actual manufacturer's technical data sheet for pipes and fittings indenting to supply if successful. Further, MUST submit copies of the relevant certificates including inspection certificate, ISO 4064 Compliance Certificate, OIML R49 Pattern Approval Certificate, KEBS Standardization Mark/Import Standardization Mark (or equivalent approval where applicable), ISO 9001:2015 Certificate. , Calibration/Test Report calibration reports) for the specific Pipes and fittings you are offering/ planning to supply under the contract if successful.	
PE 18	Declaration Submit a duly signed declaration confirming compliance with relevant technical specifications We/I confirm that the tendered Pipes and fittings fully comply with the requirements of the tender specifications, KEBS standards and relevant ISO certifications and all other relevant internationally recognized standards. Certified copies of the relevant technical data sheets, certificates, approvals, and test reports are attached as evidence.	

221 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

All goods to be supplied under the contract shall conform to all locally and internationally accepted quality standards.

TECHNICAL EVALUATION

Stage 2: Technical Responsiveness Evaluation Stage

Tenders will be evaluated to ensure that they are substantially responsive to the technical specifications and contract conditions stated in the Tender Document. The determination of a tender's technical responsiveness will be based on the contents of the tender itself, subject to any clarifications received in the preliminary examination of Tenders. Items of this evaluation will be scored out of 100.

No.	Subject	Yes/No
TR1	Specific Experience (Maximum Score: 40 Marks) The bidder shall submit evidence of previous completed supply transactions of a similar nature - UPVC, HDPE, PPR Pipes and Fittings. Each reference/evidence shall comprise a complete set of supporting documents relating to one (1) specific transaction, consisting of: i. A copy of the Purchase Order (PO) or Local Purchase Order (LPO); ii. The corresponding Delivery Note; and iii. The corresponding Invoice. The Purchase Order, Delivery Note, and Invoice must clearly relate to the same transaction. The evaluation committee will verify consistency of the documents by confirming purchase details. A reference shall only be considered complete and qualifying where all three documents are submitted and are demonstrably related to the same supply transaction. References with missing, incomplete, inconsistent, altered, or non-corresponding supporting documents shall be awarded zero (0) marks and shall not be considered for scoring. Each qualifying reference shall be scored based on the total value of the completed delivery as follows:	40 points

No.	Subject	Yes/No																
	Delivery Value (KShs) Marks per Reference <table><tr><td>10,000 – 100,000</td><td>1</td></tr><tr><td>101,000 – 200,000</td><td>2</td></tr><tr><td>201,000 – 300,000</td><td>3</td></tr><tr><td>301,000 – 400,000</td><td>4</td></tr><tr><td>401,000 – 500,000</td><td>5</td></tr><tr><td>501,000 – 600,000</td><td>6</td></tr><tr><td>601,000 – 700,000</td><td>7</td></tr><tr><td>701,000 and above</td><td>8</td></tr></table> Only the highest-scoring five (5) complete qualifying references shall be evaluated. The maximum obtainable score under this criterion is 40 marks. KITWASCO reserves the right to verify the authenticity of all submitted references with the respective clients. Any reference found to contain false, misleading, altered, unverifiable, or inconsistent information shall be disqualified from scoring and may result in further action in accordance with the procurement requirements.	10,000 – 100,000	1	101,000 – 200,000	2	201,000 – 300,000	3	301,000 – 400,000	4	401,000 – 500,000	5	501,000 – 600,000	6	601,000 – 700,000	7	701,000 and above	8	
10,000 – 100,000	1																	
101,000 – 200,000	2																	
201,000 – 300,000	3																	
301,000 – 400,000	4																	
401,000 – 500,000	5																	
501,000 – 600,000	6																	
601,000 – 700,000	7																	
701,000 and above	8																	
TR2	Submit bidder’s profile clearly indicating specific experience in provision of similar products (UPVC, HDPE, PPR Pipes and Fittings): Further, attach certificate of incorporation/registration Less than 1 year – 1 point 2 years to 5 years – 5 points Up to 6 years – 6 points Up to 7 years – 7 points Up to 8 years – 8 points Up to 9 years – 9 points Upto 10 years and above – 10 points	10 points																
TR3	Technical Compliance Documentation (25 Marks) The Bidder shall submit comprehensive technical documentation for the proposed uPVC, HDPE and PPR pipes, fittings, valves (including gate valves, sluice valves, pressure reducing valves, air valves) and associated accessories, demonstrating compliance with the Technical Specifications, applicable Kenya Standards (KS) adopted by the Kenya Bureau of Standards (KEBS), and relevant international standards.	25 points																

No.	Subject	Yes/No
	The submission shall include: 1. Manufacturer's Technical Documentation Manufacturer's technical data sheets, product catalogues, brochures and detailed product specifications demonstrating compliance with the Technical Specifications, applicable standards and the Price Schedule. 2. Manufacturer's Quality and Product Certification Valid manufacturer's quality and product certification, including: i. ISO 9001:2015 (or its latest revision) Quality Management System Certification; ii. Documentary evidence demonstrating compliance with the applicable KS ISO 1452 (uPVC pressure pipes), KS ISO 4427 (HDPE pressure pipes) and KS ISO 15874 (PPR piping systems), or Kenyan/internationally recognized equivalent standards acceptable in line with approved Kenyan standards. iii. Where applicable, certification confirming that products intended for potable water supply are approved for use in contact with drinking water in accordance with applicable national or internationally recognized requirements. 3. KEBS Product Compliance Valid documentary evidence of compliance with applicable KEBS requirements, including KEBS certificates, product test certificates, Certificates of Conformity, or test reports issued by accredited laboratories demonstrating compliance with the relevant KS/ISO standards. 4. KEBS Standardization Mark (SM) / Import Conformity For locally manufactured products, a valid KEBS Permit to Use the Standardization Mark (SM) shall be submitted. For imported products, the Bidder shall submit a valid Certificate of Conformity (CoC) or other applicable KEBS conformity assessment documentation issued under the relevant import verification programme. 5. All certificates, permits and conformity documents shall be valid as at the tender submission date and shall specifically cover the products proposed for supply.	
TR4	Financial Capability: MUST Submit Audited Financial Accounts for the last two financial years 2024 and 2025. The Financial Statements must be signed and stamped by a practicing auditor/accountant with a Practicing ICPAK membership number (5 points) Audited Accounts for FY 2024 and 2025 for each year) (5 points both) Attach certified Bank Statements for the last 3 months from a reputable financial institution (5 points)	15 points

No.	Subject	Yes/No
TR5	Financial Stability – Evidence of profit making in the attached 2 years audited reports FY 2024 and 2025 (5 points) Evidence of regular cash flows on the bank statements (3) Evidence of working capital requirements (cash or line of credit a credible credit institution) (2)	10 Points

To be considered technically responsive a score of 70 marks and above out of a possible 100 marks will be considered. Only tenderers who score the minimum 70 marks and above will have their financial proposals evaluated, where award will be to the technically responsive tenderers subject to prevailing market prices.

Bidders whose documents are determined to be substantially responsive to the technical requirements of the tender will proceed to the next stage for price comparison. Bidders whose bid documents are determined to be non- responsive to the technical requirements in the tender will be discontinued from further evaluation. The lowest evaluated bidder offering the lowest price will be recommended for award of the contract.

KITWASCO reserves the right to verify the authenticity and validity of all documents, certificates and information submitted by the Bidder during the tender evaluation process. The Technical Evaluation Committee may verify the information provided with the relevant issuing authorities, manufacturers, suppliers or other competent bodies, and may conduct due diligence, including visits to the Bidder's physical premises, warehouses, manufacturing facilities or any other relevant locations where necessary. Such verification and due diligence shall form an integral part of the technical evaluation process. Any false, misleading or unverifiable information may result in the Bidder's disqualification in accordance with the provisions of the tender document and the applicable public procurement laws and regulations.

PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

Bidders whose bid documents are confirmed to conform to the preliminary and technical requirements in the tender document will then proceed for price comparison.

The lowest evaluated bidder/s will be recommended for award.

NO.	FINANCIAL EVALUATION
1	The award criteria shall be price comparison and recommendation for award shall be to the lowest evaluated bidder
2	KITWASCO shall order the items “as and when required” basis; and is not bound to order all the items
3	KITWASCO shall enter into a framework contract for a period of one year where the prices shall remain unchanged.

222 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. Performance securities, Payment and delivery schedules).

1. *Payment terms shall be 30 days from the receipt and acceptance of goods at the company stores*
2. *Delivery timelines shall have a deadline with a maximum of seven days*

223 Evaluation Criteria (Other Factors) (ITT 33.6)

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6, using the following criteria and methodologies.

a) Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the “Earliest Delivery Date” specified in Section V, Schedule of Requirements.

[An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.]

b) Deviation in payment schedule.

- i. The SCC stipulates the payment schedule specified by the Procuring Entity. If a Tender deviate from the schedule and if

such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].

- c) **Cost of major replacement components**, mandatory spare parts, and service. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the TDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicating for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of operation specified in the TDS 15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit prices indicated by the Tenderer but not exceeding ----% (present) of the cost of Goods [normally not more than 10% or 15%.]

- d) **Availability in Kenya** of spare parts and after sales services for equipment offered in the Tender.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Tender price, for evaluation purposes only.

e) **Life Cycle Costs**

If specified in TDS 33.6, an adjustment to consider the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.

[Either amend the following text as required, or delete if life cycle cost is not applicable]

- i) number of years for life cycle cost determination [5 (five)];
- ii) the discount rate to be applied to determine the net present value of the life-cycle-cost is [insert the discount rate];
- iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *This should include factors used for determination of life-cycle- cost*

such as costs of operation and maintenance, residual value at the end of economic life of Goods, major elements that will be used for determination of cost of operation and maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., quantity of annual usage such as Kms or Hours of operation of Goods];

iv) and the following information is required from tenderers **N/A**
[including prices e.g. Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc].

f) Performance and productivity of the equipment: [insert one of the followings]

- i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.

*[Insert the methodology and criteria if applicable e.g. The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of 0.5 (Kshs, 1000 per day) for each **day** % (percent) above the **minimum ZZZ % (percent)** efficiency; v) Capitalized cost for the auxiliary power consumption at **PPP** (specify currency and amount) per KW for AAA years; and vi) Applicable discount rate of **BBB%**.]*

or

- ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with respect to minimum required values, using the methodology specified below.

*The evaluation and comparison of responsive tenders shall be based on the total life cycle cost for 5 years, per unit of output. The life cycle cost shall be the sum of the initial purchase price of the equipment and the cost of operation in electric energy for 5 years of operation at unit cost of AAA (specify currency and amount) per kwh, discounted to net present value at **YYY percent**.]*

g) Specific additional criteria

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state

that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]

224 Multiple Contracts (ITT 33.4)

Multiple contracts will be permitted in accordance with ITT 33.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

225 Alternative Tenders

(ITT 13.1) *An alternative if permitted under ITT 13.1, will be evaluated as follows:*
N/A

“A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender.”

or

“A Tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 33.”

3. MARGIN OF PREFERENCE

31 If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.

32 The margin of preference will be applied in accordance with, and subject to, the following provisions:

a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.

b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Responsive tenders shall be classified into the following groups:

i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and

(b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender Submission date;

ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;

iii) **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.

c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.

d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.

e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest

evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.

- f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

4. Post-Qualification of Tenderers (ITT 37)

Invitation to tender without Pre-qualification.

41 Post-Qualification Criteria (ITT 37.1)

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post- qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

If the Tenderer is a manufacturer

a) Financial Capability

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings_or equivalent].
- ii) Minimum average annual supply turnover of Kenya Shillings 10,000,000.00 or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last 2 years. In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

b) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology,

processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words “Similar Goods” have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

- i) The Tenderer shall be manufacturing or selling similar Goods for the last 5 years

(specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured).

- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least

(4 (four) number) of contracts of similar Goods in the last

equivalent and involving a supply of at least ___percentage of required quantity (usually the percentage is about 70-80%) in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include item

(iii) Price schedule.

- iii) **(Optional)** The installed capacity to manufacture number of items *(specify the relevant item number)* shall not be less than _____ units per N/A

- c) **(Optional) Documentary Evidence of Usage of Goods (When appropriate)**

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last 2 years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

42 If Tenderer is a Supplier:

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings 5million
- ii) Minimum average annual supply turnover of Kenya Shillings 5,000,000.00 for the last five years or equivalent calculated as total certified payments received for contracts in progress and/or

completed within the last *[insert of year]* years, divided by 5 years.

- iii) Has satisfactorily and substantially completed at least 5 number contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings 200,000.00 equivalent.

43 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last **three years**. The required information shall be furnished as per form CON-2].

44 Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

4.6. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____ 2 years. All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

Form of Tender Tenderer Information Form Tenderer JV Members Information Form

Price Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods Manufactured Outside Kenya, already imported Price Schedule: Goods Manufactured in Kenya Price and Completion Schedule – Related Services Form of Tender Security – Demand Guarantee Form of Tender Security (Tender Bond)

Form of Tender-Securing Declaration Manufacturer's Authorization Form

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.
- ii) Tenderer must complete and sign **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION** and the **SELF DECLARATION OF THE TENDERER** attached to this Form of Tender.

Date of this Tender submission:.....(as day, month and year) of Tender submission]
Tender

Name and Identification:.....[insert identification]

Alternative No.:.....N/A.....[insert identification No if this is a Tender for an alternative]

To: [name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration.

or

Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;

- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: Total price is:

[Kshs(Price in words).....]
.....

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [Specify in detail each discount offered.]
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) Performance Security: If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;

- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not

subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the tenderer: [.....]

Name of the person duly authorized to sign the Tender on behalf of the tenderer: *******[insert complete name of person duly authorized to sign the Tender]*

.....

Title of the person signing the Tender:

Signature of the person named above: **Date**
signed [.....] **day of** [..... *month*], [..... *year*]

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

**: Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ [Name of Procuring Entity] for: _____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

.....
Name

Title

Date

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I of Post Office Box.....being a resident of in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*insert tender title/description*) for.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....

(Title)

.....

(Signature)

.....

(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P.O. Box.....being a resident of..... in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for..... (Insert tender title/description) for..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title) (Signature)
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (Person) on behalf of
(*Name of the Business/ Company/Firm*).....declare that I have
read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015,
Regulations and the Code of Ethics for persons participating in Public Procurement and Asset
Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in
Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
- 2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows: "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties

involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

1For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

2 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Tender submission]*

Tender Name and Identification:..... *[Insert identification*

Alternative No.: *[insert identification No if this is a Tender for an alternative]* Page___of___pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration:
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law

(iii) Establishing that the tenderer is not under the supervision of the Procuring Entity

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full_____

Age_____ Nationality_____

Country of Origin_____Citizenship_____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

a) Private or public Company _____

b) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

c) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

(i) Are there any person/persons in (*Name of Procuring Entity*) who has an interest or relationship in this firm?
Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name_____

Title or Designation_____

(Signature)

(Date)

TENDERER'S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].

Date:.....*[insert date (as day, month and year) of Tender submission].*

Tender Name and Identification:.....*[insert identification*

Alternative No.:.....[insert identification No if this is a Tender for an alternative].

Page__of____pages

1.	Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2.	Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3.	Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4.	Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5.	Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6.	Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7.	Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TECHNICAL SPECIFICATIONS

NO.	ITEM	DESCRIPTION	
1	The Pipe	Double walled corrugated pipes	
2	Class	Stiffness Nominal (SN) 8	
3	Required Certificates	-Manufacturer's Quality tests Certificate Tests certificate for materials -Performance Test Reports The Bidder shall submit the results of quality test carried out by manufacturer and provide the following reports: 1. Stiffness test report; 2. Quality testing report; 3. Material test report	
4	Unit of measure	The length of pipe shall be 6m	
5	Authorization	Bidder shall submit letter from manufacturer authorizing bidder to submit bid with their products	
6	Encryption	The pipe shall be clearly and indelibly marked with the following information which shall be visible Length of pipe in Class of pipe, Name or trademark of the manufacturer Date of manufacture	
7	Additional Marks	Each pipe shall be engraved/ indelibly written outside the pipe	
8	Delivery of Pipe	The stiffness and quality test certificate shall accompany each delivery of pipes	

PRICE SCHEDULE SUPPLY AND DELIVERY OF SEWER, UPVC, H.D.P.E AND PPR PIPES AND FITTINGS

NB: EQUIVALENT SHALL BE QUOTED WHERE BRAND NAMES MAY HAVE BEEN USED

TENDER NO:

PRICE SCHEDULE

NO.	ITEM DESCRIPTION	UNIT	
CATEGORY 1 –SEWERAGE PIPES AND FITTINGS			
1.	SEWER PIPE-DWC CLASS 41 – PLAIN ENDED	PIECE	
a)	DWC PIPE 4”(110MM)	PER PC	
b)	DWC PIPE 6” (160MM)	PER PC	
c)	DWC PIPE 8” (200MM)	PER PC	
d)	DWC PIPE 10” (280MM)	PER PC	
e)	DWC PIPE 12” (315MM)	PER PC	
f)	DWC PIPE 16” (400MM)	PER PC	
2.	SEWER PLUG	PIECE	
a)	SEWER PLUG 4”	PER PC	
b)	SEWER PLUG 6”	PER PC	
3.	MANHOLE/CHAMBER COVER (POLYRESIN)	PIECE	
a)	(14X28)”	PER PC	
b)	(24X28)”	PER PC	
c)	(28X30)”	PER PC	
4.	(HOSE PIPE PN 4)	UNIT	
a)	SUCTION PIPE 4”X6 MTS (RUBBER)COMPLETE WITH COUPLERS ITALY OR EQUIVALENT	PER PC	
b)	SUCTION PIPE 4”X 6 MTS RUBBER WITH COUPLERS FOR USE IN EXHAUSTION - EXHAUSTER		

c)	SUCTION PIPE COUPLERS 4''	PAIR	
d)	SUCTION/DELIVERY HOSE PIPE 4'' - (FOR USE IN EXHAUSTER) – GREY COLOR HARDENED PVC MATERIAL	PER 30 MT ROLL	
5.	SUNCTION PIPES FOR WATER BOWSER		
a)	SUCTION HOSE PIPE 2'' - 18 METER – GREY COLOR	PER 30 M	
b)	SUCTION HOSE PIPE 2'' – PER METRE - GREY COLOR	PER M	
6.	SOLVENT CEMENT	PIECE	
a)	TANGIT ¼ (250) ML (OR EQUIVALENT)	PER PC	
b)	TANGIT ½ (500) ML (OR EQUIVALENT)	PER PC	
CATEGORY 2 - VJ COUPLING AND RELATED ITEMS			
7.	VJ COUPLING (PN 16)	PIECE	
a)	VJ COUPLING 50MM	PER PC	
b)	VJ COUPLING 63MM	PER PC	
c)	VJ COUPLING 75MM	PER PC	
d)	VJ COUPLING 90MM	PER PC	
e)	VJ COUPLING 100MM	PER PC	
f)	VJ COUPLING 110MM	PER PC	
g)	VJ COUPLING 150MM	PER PC	
h)	VJ COUPLING 160MM	PER PC	
i)	VJ COUPLING 200MM	PER PC	
j)	VJ COUPLING 225MM	PER PC	
k)	VJ COUPLING 250MM	PER PC	
l)	VJ COUPLING 280MM	PER PC	
m)	VJ COUPLING 300MM	PER PC	
n)	VJ COUPLING 323MM	PER PC	
o)	VJ COUPLING 315MM	PER PC	

p)	VJ COUPLING 350MM	PER PC	
q)	VJ COUPLING 400 MM	PER PC	
r)	VJ COUPLING 410 MM	PER PC	
8.	DISMANTLING JOINT	PIECE	
a)	DISMANTLING JOINT 300MM	PER PC	
b)	DISMANTLING JOINT 350MM	PER PC	
c)	DISMANTLING JOINT 400MM	PER PC	
9.	MILD STEEL GALVANIZED BOLTS AND NUTS	KGS	
a)	BOLT & NUT SIZE –1/2 X 4 (2’’ FITTINGS AND BELOW)	PER KG	
b)	MILD STEEL BOLTS M20 X 3"(4’’ AND 6’')	PER KG	
c)	MILD STEEL BOLTS M22 X 4"(8’’ AND 10’')	PER KG	
d)	MILD STEEL BOLTS M24 X 100"(12’')	PER KG	
e)	MILD STEEL BOLTS M27 X 4" (355MM AND 400MM)	PER KG	
f)	MILD STEEL BOLTS 5/8" X 80 (3’’ AND 4’')	PER KG	
g)	BOLT & NUTS FOR VJ COUPLING - SIZE 15 X 150 (STANDARD SIZE)	PER KG	
h)	BOLT & NUTS FOR VJ COUPLING – 22 X 160 (LARGE)	PER KG	
10.	VJ ADAPTOR	PIECE	
a)	VJ ADAPTOR 50MM	PER PC	
b)	VJ ADAPTOR 63MM	PER PC	
c)	VJ ADAPTOR 75MM	PER PC	
d)	VJ ADAPTOR 90MM	PER PC	
e)	VJ ADAPTOR 100MM	PER PC	
f)	VJ ADAPTOR 110MM	PER PC	
g)	VJ ADAPTOR 150MM	PER PC	
h)	VJ ADAPTOR 160MM	PER PC	
i)	VJ ADAPTOR 200MM	PER PC	
j)	VJ ADAPTOR 225MM	PER PC	
k)	VJ ADAPTOR 250MM	PER PC	

l)	VJ ADAPTOR 280MM	PER PC	
m)	VJ ADAPTOR 300MM	PER PC	
n)	VJ ADAPTOR 315MM	PER PC	
o)	VJ ADAPTOR 350MM	PER PC	
p)	VJ ADAPTOR 410MM	PER PC	
11.	RANGE ADAPTOR PN16	PIECE	
a)	RANGE ADAPTOR 48MM - 60MM	PER PC	
b)	RANGE ADAPTOR 59MM - 72MM	PER PC	
c)	RANGE ADAPTOR 72MM - 85MM	PER PC	
d)	RANGE ADAPTOR 88MM – 103MM	PER PC	
e)	RANGE ADAPTOR 108MM – 120MM	PER PC	
f)	RANGE ADAPTOR 158MM – 172MM	PER PC	
g)	RANGE ADAPTOR 198MM - 225MM	PER PC	
h)	RANGE ADAPTOR 249MM - 275MM	PER PC	
i)	RANGE ADAPTOR 275MM-315MM	PER PC	
j)	RANGE ADAPTOR 315MM – 332MM	PER PC	
k)	RANGE ADAPTOR 400MM – 415MM	PER PC	
12.	RANGE COUPLING PN16	PIECE	
a)	RANGE COUPLING 158MM – 172MM	PER PC	
b)	RANGE COUPLING 198MM - 225MM	PER PC	
c)	RANGE COUPLING 249MM - 275MM	PER PC	
d)	RANGE COUPLING 315MM – 332MM	PER PC	
e)	RANGE COUPLING 400MM – 415MM	PER PC	
13.	THREADED FLANGES – MILD STEEL	PIECES	
a)	THREADED 40MM	PER PC	
b)	THREADED 50MM	PER PC	
c)	THREADED 63 MM	PER PC	
d)	THREADED 75 MM	PER PC	
e)	THREADED 90MM	PER PC	

14.	GASKET	ROLL	
a)	RUBBER GASKET 3.0 MM	PER ROLL	
b)	RUBBER GASKET 4.0 MM	PER ROLL	
c)	RUBBER GASKET 5.0 MM	PER ROLL	
d)	RUBBER GASKET 6.0 MM	PER ROLL	
e)	FIBRE GASKET 3 MM	PER ROLL	
CATEGORY 3: VALVES COMPLIANT WITH EN 1074 STANDARDS, ISO 9001: 2015			
WITH RELEVANT IMPORT CERTIFICATES – TEST CERTIFICATES/ CALIBRATION/KEBS MARK/STANDARDS CONFORMITY			
15.	SLUICE VALVE RUBBER WALLED DISC	PIECE	
a)	SLUICE VALVE 80MM PN 25	PER PC	
b)	SLUICE VALVE 100MM PN 25	PER PC	
c)	SLUICE VALVE 150MM PN 25	PER PC	
d)	SLUICE VALVE 200MM PN 25	PER PC	
e)	SLUICE VALVE 250MM PN 25	PER PC	
f)	SLUICE VALVE 300MM PN 64	PER PC	
g)	SLUICE VALVE 400MM PN 64	PER PC	
h)	SLUICE VALVE 50MM PN 16	PER PC	
i)	SLUICE VALVE 80MM PN 16	PER PC	
j)	SLUICE VALVE 100MM PN 16	PER PC	
k)	SLUICE VALVE 150MM PN 16	PER PC	
l)	SLUICE VALVE 200MM PN 16	PER PC	
m)	SLUICE VALVE 225MM PN 16	PER PC	
n)	SLUICE VALVE 300MM PN 16	PER PC	
o)	SLUICE VALVE 400MM PN 16	PER PC	
16.	KAWANISHI JOINTS SOLUTIONS OR EQUIVALENT	PIECE	
a)	KAWANISHI SOCKET ½	PER PC	
b)	KAWANISHI SOCKET ¾	PER PC	
c)	KAWANISHI SOCKET 1	PER PC	
d)	KAWANISHI SOCKET 1½	PER PC	

e)	KAWANISHI SOCKET 2	PER PC	
f)	KAWANISHI SOCKET 3	PER PC	
g)	KAWANISHI SOCKET 200 MM	PER PC	
h)	KAWANISHI SOCKET 225 MM	PER PC	
17.	FIRE HYDRANT PEGLER – OR EQUIVALENT	PIECE	
a)	FIRE HYDRANT 50MM	PER PC	
18.	GATE VALVE PEGLER -OR EQUIVALENT WITH RELEVANT KEBS STANDARD MARK, INTERNATIONAL ACCEPTED STANDARDS	PIECE	
a)	GATE VALVE- ½” (15MM)	PER PC	
b)	GATE VALVE- ¾” (20MM)	PER PC	
c)	GATE VALVE- 1” (32MM)	PER PC	
d)	GATE VALVE- 1 ½” (40MM)	PER PC	
e)	GATE VALVE- 2”(50MM)	PER PC	
f)	GATE VALVE – 2 ½”(65MM)	PER PC	
g)	GATE VALVE-3” (80MM)	PER PC	
h)	GATE VALVE- 4” (100MM)	PER PC	
19.	AIR VALVE- PN 16 – VENT – O MAT OR EQUIVALENT WITH RELEVANT IMPORT CERTIFICATES – TEST CERTIFICATES/ CALIBRATION/KEBS MARK/STANDARDS CONFORMITY	PIECE	
a)	SINGLE ORIFICE AIR VALVE, 1”	PER PC	
b)	SINGLE ORIFICE AIR VALVE, 1 ½ “	PER PC	
c)	SINGLE ORIFICE AIR VALVE, 2”	PER PC	
d)	DOUBLE ORIFICE AIR VALVE, 2”	PER PC	
e)	SINGLE ORIFICE AIR VALVE – 3”	PER PC	
f)	DOUBLE ORIFICE AIRVALVE 3”		
20. A	AIR VALVES RICHARDS OR EQUIVALENT WRAS APPROVED OR EQUIVALENT – WITH RELEVANT IMPORT CERTIFICATES – TEST CERTIFICATES/ CALIBRATION/KEBS MARK/STANDARDS CONFORMITY		

a)	SINGLE ORIFICE AIR VALVE, 1"	PER PC	
b)	SINGLE ORIFICE AIR VALVE, 1 ½ "	PER PC	
c)	SINGLE ORIFICE AIR VALVE, 2"	PER PC	
d)	DOUBLE ORIFICE AIR VALVE, 2"	PER PC	
e)	SINGLE ORIFICE AIR VALVE – 3"	PER PC	
f)	DOUBLE ORIFICE AIR VALVE 3"	PER PC	
21. B	COMBINATION AIR VALVES	PIECES	
g)	COMBINATION AIR VALVE DN 20	PER PC	
h)	COMBINATION AIR VALVE DN 25	PER PC	
i)	COMBINATION AIR VALVE DN 32	PER PC	
j)	COMBINATION AIR VALVE DN 40	PER PC	
k)	COMBINATION AIR VALVE DN 50	PER PC	
22.	PRESSURE REDUCING VALVES PN25 WITH RELEVANT IMPORT CERTIFICATES – TEST CERTIFICATES/ CALIBRATION/KEBS MARK/STANDARDS CONFORMITY		
a)	PRESSURE REDUCING VALVE ½"	PER PC	
b)	PRESSURE REDUCING VALVE ¾"	PER PC	
c)	PRESSURE REDUCING VALVE 1"	PER PC	
d)	PRESSURE REDUCING VALVE 1½"	PER PC	
e)	PRESSURE REDUCING VALVE 2"	PER PC	
f)	PRESSURE REDUCING VALVE 3"	PER PC	
g)	PRESSURE REDUCING VALVE 4"	PER PC	
h)	PRESSURE REDUCING VALVE 6"	PER PC	
i)	PRESSURE REDUCING VALVE 8"-200MM	PER PC	
j)	PRESSURE REDUCING VALVE 8"-225MM	PER PC	
23.	SURGE SUPPRESSING VALVE PN 16 WITH RELEVANT IMPORT CERTIFICATES – TEST CERTIFICATES/ CALIBRATION/KEBS MARK/STANDARDS CONFORMITY	PER PC	
a)	SURGE SUPPRESSING VALVE 200MM	PER PC	

b)	SURGE SUPPRESSING VALVE 250MM	PER PC	
24.	PRESSURE GAUGE WITH RELEVANT IMPORT CERTIFICATES – TEST CERTIFICATES/ CALIBRATION/KEBS MARK/STANDARDS CONFORMITY	PIECE	
a)	PRESSURE GAUGE 30 BARS 15MM	PER PC	
b)	PRESSURE GAUGE 15 BARS 15MM	PER PC	
25.	NON REVENUE WATER EQUIPMENT WITH RELEVANT IMPORT CERTIFICATES – TEST CERTIFICATES/ CALIBRATION/KEBS MARK/STANDARDS CONFORMITY	PIECE	
a)	METER STRAINER ½’’ DN15 THREADED	PER PC	
b)	METER STRAINER ¾’’ DN20 THREADED	PER PC	
c)	METER STRAINER 1’’ DN25 THREADED	PER PC	
d)	METER STRAINER 1 ½’’ DN40 THREADED	PER PC	
e)	METER STRAINER 1 ½’’ DN40 FLANGED	PER PC	
f)	METER STRAINER 2’’ DN50 THREADED	PER PC	
g)	METER STRAINER 2’’ DN50 FLANGED	PER PC	
h)	METER STRAINER 3’’ DN80 FLANGED	PER PC	
i)	METER STRAINER 4’’ DN100 FLANGED	PER PC	
j)	METER STRAINER 6’’ DN150 FLANGED	PER PC	
k)	METER STRAINER 8’’ DN200 FLANGED	PER PC	
l)	METER STRAINER 10’’ DN250 FLANGED	PER PC	
m)	METER STRAINER 12’’ DN300 FLANGED	PER PC	
n)	METER STRAINER 16’’ DN400 FLANGED	PER PC	
26.	NON-RETURN VALVE –PEGLER PN 16 WITH RELEVANT IMPORT CERTIFICATES – TEST CERTIFICATES/ CALIBRATION/KEBS MARK/STANDARDS CONFORMITY	PIECE	
a)	NON-RETURN VALVE ½’’ (15MM)	PER PC	
b)	NON-RETURN VALVE ¾’’ (20MM)	PER PC	
c)	NON-RETURN VALVE 1’’ (32MM)	PER PC	

d)	NON-RETURN VALVE 1 ½” (40MM)THREADED	PER PC	
e)	NON-RETURN VALVE 1 ½” (40MM) FLANGED	PER PC	
f)	NON-RETURN VALVE 2” (50MM)THREADED	PER PC	
g)	NON-RETURN VALVE 2” (50MM)FLANGED	PER PC	
h)	NON-RETURN VALVE 3” (80MM)THREADED	PER PC	
i)	NON-RETURN VALVE 3” (80MM)FLANGED	PER PC	
j)	NON-RETURN VALVE 4” (100MM)THREADED	PER PC	
k)	NON-RETURN VALVE 4” (100MM)FLANGED	PER PC	
l)	NON-RETURN VALVE 6” (150MM) FLANGED PN 16 – FLAP TYPE	PER PC	
m)	NON-RETURN VALVE 6” (150MM) FLANGED PN 16 – LIFT UP	PER PC	
n)	NON-RETURN VALVE 8” (200MM) FLANGED PN 16 – FLAP TYPE	PER PC	
o)	NON-RETURN VALVE 8” (200MM) FLANGED PN 16 – LIFT UP	PER PC	
p)	NON-RETURN VALVE 12” (300MM) FLANGED PN 16 – FLAP TYPE	PER PC	
q)	NON-RETURN VALVE 12” (300MM) FLANGED PN 16 – LIFT UP	PER PC	
r)	NON-RETURN VALVE 14” (400MM) FLANGED PN 16 – LIFT UP	PER PC	
s)	NON-RETURN VALVE 14” (400MM) FLANGED PN 16 – FLAP TYPE	PER PC	
27.	BUTTERFLY VALVES PEGLER OR EQUIVALENT – WRAS APPROVED (WATER REGULATIONS APPROVAL SCHEME) OR EQUIVALENT WITH RELEVANT IMPORT CERTIFICATES – TEST CERTIFICATES/ CALIBRATION/KEBS MARK/STANDARDS CONFORMITY		
a)	BUTTERFLY VALVE 6” -160MM	PER PC	
b)	BUTTERFLY VALVE 8” -200MM	PER PC	
c)	BUTTERFLY VALVE 10”-250MM	PER PC	
d)	BUTTERFLY VALVE 12”-300MM	PER PC	

e)	CATEGORY 4:		
f)	G.I/PVC/ FITTINGS	PER PC	
28.	NIPPLE	PIECE	
a)	NIPPLE ½”	PER PC	
b)	NIPPLE ¾”	PER PC	
c)	NIPPLE 1”	PER PC	
d)	NIPPLE 1 ¼”	PER PC	
e)	NIPPLE 1 ½”	PER PC	
f)	NIPPLE 2”	PER PC	
g)	NIPPLE 2 1/2”	PER PC	
h)	NIPPLE 3”	PER PC	
29.	G.I SOCKET	PIECE	
a)	G.I SOCKET ½”	PER PC	
b)	G.I SOCKET ¾”	PER PC	
c)	G.I SOCKET 1”		
30.	G.I PLUG	PIECE	
a)	PLUG GI ½”	PER PC	
b)	PLUG GI ¾”	PER PC	
c)	PLUG GI 1”	PER PC	
d)	PLUG GI 1 ½”	PER PC	
e)	BLOCK WASHER – RUBBER DISCONNECTION SEAL ½“	PER PC	
f)	BLOCK WASHER – RUBBER DISCONNECTION SEAL ¾“	PER PC	
g)	BLOCK WASHER – RUBBER DISCONNECTION SEAL 1“	PER PC	
h)	PLASTIC WATER METER SEALS – ½”	PER PC	
	PLASTIC WATER METER SEALS – ¾”	PER PC	
31.	STOP CORK -PEGLER	UNIT	
a)	STOP CORK 2”	PER PC	
b)	THREAD SEAL	PER PKT	
32.	GLAND PACKING ROPE	METRE	

a)	GLAND PACKING 10MM	PER M	
b)	GLAND PACKING 15MM	PER M	
c)	INSERT RUBBER SIZE 200 N-EUPEX	PER PC	
33.	HACKSAW BLADE – SAND FLEX OR EQUIVALENT	PIECE	
a)	HACKSAW BLADES ORIGINAL SAND FLEX	PER PC	
b)	HACKSAW BLADES ORIGINAL SAND FLEX	PER 100 PC PKT	
c)	HACKSAW FRAME HARD METALLIC MATERIAL	PER PC	
34.	GI REPAIR CLAMP	PIECE	
a)	REPAIR CLAMP 6”(160MM)	PER PC	
b)	REPAIR CLAMP 8”(200MM)	PER PC	
c)	REPAIR CLAMP 8”(225MM)		
d)	REPAIR CLAMP 10” (250MM)	PER PC	
e)	REPAIR CLAMP 10” (280MM)		
f)	REPAIR CLAMP 12”(315MM)	PER PC	
35.	U.P.V.C PIPES CLASS D – ISO 9001: 2015	PIECES	
a)	UPVC PIPE 20MM	PER PC	
b)	UPVC PIPE 25MM	PER PC	
c)	UPVC PIPE 32MM	PER PC	
d)	UPVC PIPE 40MM	PER PC	
e)	UPVC PIPE 50MM	PER PC	
f)	UPVC PIPE 63MM	PER PC	
g)	UPVC PIPE 75MM	PER PC	
h)	UPVC PIPE 90MM	PER PC	
i)	UPVC PIPE 110MM	PER PC	
j)	UPVC PIPE 160MM	PER PC	
k)	UPVC PIPE 200 MM	PER PC	
l)	UPVC PIPE 225MM	PER PC	
m)	UPVC PIPE 250 MM	PER PC	
n)	UPVC PIPE 280 MM	PER PC	

	o) UPVC PIPE 315MM	PER PC	
36.	UPVC PIPE CLASS E – ISO 9001: 2015	PIECE	
	a) UPVC PIPE 20MM	PER PC	
	b) UPVC PIPE 25MM	PER PC	
	c) UPVC PIPE 32MM	PER PC	
	d) UPVC PIPE 40MM	PER PC	
	e) UPVC PIPE 50MM	PER PC	
	f) UPVC PIPE 63MM	PER PC	
	g) UPVC PIPE 75MM	PER PC	
	h) UPVC PIPE 90MM	PER PC	
	i) UPVC PIPE 110MM	PER PC	
	j) UPVC PIPE 160MM	PER PC	
	k) UPVC PIPE 200MM	PER PC	
	l) UPVC PIPE 225MM	PER PC	
	m) UPVC PIPE 250MM	PER PC	
	n) UPVC PIPE 280MM	PER PC	
	o) UPVC PIPE 315MM	PER PC	
37.	HYDRO FLO PVC-U BOREHOLE CASINGS OR EQUIVALENT		
	a) PVC-U BOREHOLE CASING 2’’	PER PC	
	b) PVC-U BOREHOLE CASING 2 1/2’’	PER PC	
	c) PVC-U BOREHOLE CASING 3’’	PER PC	
	d) CATEGORY 4 HDPE PIPES AND FITTINGS		
	(A) HDPE PIPES		
38.	H.D.P.E PIPE -PN 20 - ISO 4427 (1-5) :2007	METER	
	a) HDPE PIPE 63MM	PER M	
	b) HDPE PIPE 90MM	PER M	
	c) HDPE PIPE 110MM	PER M	
	d) HDPE PIPE 200MM	PER M	
	e) HDPE PIPE 225MM	PER M	

39.	H.D.P.E PIPE -PN 16 -ISO 4427 (1-5) :2007	METER	
a)	HDPE PIPE 20MM	PER M	
b)	HDPE PIPE 25MM	PER M	
c)	HDPE PIPE 32MM	PER M	
d)	HDPE PIPE 40MM	PER M	
e)	HDPE PIPE 50MM	PER M	
f)	HDPE PIPE 63MM	PER M	
g)	HDPE PIPE 75MM	PER M	
h)	HDPE PIPE 90MM	PER M	
i)	HDPE PIPE 110MM	PER M	
j)	HDPE PIPE 160MM	PER M	
k)	HDPE PIPE 200MM	PER M	
l)	HDPE PIPE 225MM	PER M	
m)	HDPE PIPE 280MM	PER M	
n)	HDPE PIPE 315MM	PER M	
40.	H.D.P.E PIPE -PN 12.5 - ISO 4427 (1-5) :2007	METER	
a)	HDPE PIPE 20MM	PER M	
b)	HDPE PIPE 25MM	PER M	
c)	HDPE PIPE 32MM	PER M	
d)	HDPE PIPE 40MM	PER M	
e)	HDPE PIPE 50MM	PER M	
f)	HDPE PIPE 63MM	PER M	
g)	HDPE PIPE 75MM	PER M	
h)	HDPE PIPE 90MM	PER M	
i)	HDPE PIPE 110MM	PER M	
j)	HDPE PIPE 160MM	PER M	
k)	HDPE PIPE 200MM	PER M	
l)	HDPE PIPE 225MM	PER M	
m)	HDPE PIPE 250MM	PER M	

n)	HDPE PIPE 280MM	PER M	
o)	HDPE PIPE 315MM	PER M	
41.	H.D.P.E PIPE -PN 10 - ISO 4427 (1-5) :2007	METER	
a)	HDPE PIPE 20MM	PER M	
b)	HDPE PIPE 25MM	PER M	
c)	HDPE PIPE 32MM	PER M	
d)	HDPE PIPE 40MM	PER M	
e)	HDPE PIPE 50MM	PER M	
f)	HDPE PIPE 63MM	PER M	
g)	HDPE PIPE 75MM	PER M	
h)	HDPE PIPE 90MM	PER M	
i)	HDPE PIPE 110MM	PER M	
j)	HDPE PIPE 160MM	PER M	
k)	HDPE PIPE 200MM	PER M	
l)	HDPE PIPE 225MM	PER M	
m)	HDPE PIPE 250MM	PER M	
n)	HDPE PIPE 280MM	PER M	
o)	HDPE PIPE 315MM	PER M	
	(B) HDPE FITTINGS		
42.	HDPE BALL CORK/VALVE (THREADED)	PER PC	
a)	HDPE BALL CORK ½’’	PER PC	
b)	HDPE BALL CORK ¾’’	PER PC	
c)	HDPE BALL CORK 1’’	PER PC	
d)	HDPE BALL CORK 1 ½’’	PER PC	
e)	HDPE BALL CORK 2’’	PER PC	
f)	HDPE BALL CORK 2 ½’’	PER PC	
g)	HDPE BALL CORK 3’’	PER PC	
h)	HDPE BALL CORK 4’’	PER PC	
43.	HDPE COUPLER BALL CORK/VALVE	PER PC	

a)	HDPE BALL CORK ½"	PER PC	
b)	HDPE BALL CORK ¾"	PER PC	
c)	HDPE BALL CORK 1"	PER PC	
d)	HDPE BALL CORK 1 ½"	PER PC	
e)	HDPE BALL CORK 2"	PER PC	
f)	HDPE BALL CORK 2 ½"	PER PC	
g)	HDPE BALL CORK 3"	PER PC	
h)	HDPE BALL CORK 4"	PER PC	
44.	H.D.P.E ADAPTOR PN 16-MALE	PIECE	
a)	HDPE MALE ADAPTOR ½"	PER PC	
b)	HDPE MALE ADAPTOR ¾"	PER PC	
c)	HDPE MALE ADAPTOR 1"	PER PC	
d)	HDPE MALE ADAPTOR 1 ½ "	PER PC	
e)	HDPE MALE ADAPTOR 2"	PER PC	
f)	HDPE MALE ADAPTOR 2 ½"	PER PC	
g)	HDPE MALE ADAPTOR 3"	PER PC	
h)	HDPE MALE ADAPTOR 4"	PER PC	
45.	HDPE ADAPTOR PN 16- FEMALE		
a)	HDPE FEMALE ADAPTOR ½"	PER PC	
b)	HDPE FEMALE ADAPTOR ¾"	PER PC	
c)	HDPE FEMALE ADAPTOR 1"	PER PC	
d)	HDPE FEMALE ADAPTOR 1 ½ "	PER PC	
e)	HDPE FEMALE ADAPTOR 2"	PER PC	
f)	HDPE FEMALE ADAPTOR 2½"	PER PC	
g)	HDPE FEMALE ADAPTOR 3"	PER PC	
h)	HDPE FEMALE ADAPTOR 4"	PER PC	
46.	HDPE AIRVALVES CO-POLYMER OR EQUIVALENT PN 16	PIECES	
a)	HDPE AIRVALVE ½"	PER PC	
b)	HDPE AIRVALVE ¾"	PER PC	

c)	HDPE AIRVALVE 1''	PER PC	
d)	HDPE AIRVALVE 1 ½''	PER PC	
e)	HDPE AIRVALVE 2''	PER PC	
47.	H.D.P.E TEE	PIECES	
a)	HDPE TEE ½''	PER PC	
b)	HDPE TEE ¾ ''	PER PC	
c)	HDPE TEE ¾ ""* ½	PER PC	
d)	HDPE TEE 1''	PER PC	
e)	HDPE TEE 1''*1/2''	PER PC	
f)	HDPE TEE 1''*¾''	PER PC	
g)	HDPE TEE 1 ½ ''	PER PC	
h)	HDPE TEE 1 ½ ""* ½''	PER PC	
i)	HDPE TEE 1 ½ ""* ¾''	PER PC	
j)	HDPE TEE 1 ½ ""* 1''	PER PC	
k)	HDPE TEE 2''	PER PC	
l)	HDPE TEE 2''* 1	PER PC	
m)	HDPE TEE 2''* 1 ½"	PER PC	
n)	HDPE TEE 3''	PER PC	
o)	HDPE TEE 3''*1 ½''	PER PC	
p)	HDPE TEE 3''* 2''	PER PC	
48.	HDPE PIPE CONNECTOR -PN 16	PIECE	
a)	HDPE CONNECTOR ½ ''	PER PC	
b)	HDPE CONNECTOR ¾ ''	PER PC	
c)	HDPE CONNECTOR 1''	PER PC	
d)	HDPE CONNECTOR 1 ½''	PER PC	
e)	HDPE CONNECTOR 2 ''	PER PC	
f)	HDPE CONNECTOR 2 ½''	PER PC	
g)	HDPE CONNECTOR 3 ''	PER PC	
h)	HDPE CONNECTOR 4''	PER PC	

49.	HDPE ELBOW – PN 16	PIECE	
a)	HDPE ELBOW ½ ”	PER PC	
b)	HDPE ELBOW ¾ ”	PER PC	
c)	HDPE ELBOW 1”	PER PC	
d)	HDPE ELBOW 1 ½”	PER PC	
e)	HDPE ELBOW 2 ”	PER PC	
f)	HDPE ELBOW 2 ½ ”	PER PC	
g)	HDPE ELBOW 3”	PER PC	
h)	HDPE ELBOW 4”	PER PC	
50.	HDPE REDUCERS – PN 16	PIECE	
a)	HDPE REDUCER ¾ * ½ ”	PER PC	
b)	HDPE REDUCER 1* ¾ ”	PER PC	
c)	HDPE REDUCER 1*1/2”	PER PC	
d)	HDPE REDUCER 1 ½*1”	PER PC	
e)	HDPE REDUCER 2 * 1½”	PER PC	
f)	HDPE REDUCER 3* 2”	PER PC	
g)	HDPE REDUCER 3* 2 ½”	PER PC	
51.	HDPE END CAPS PN 16	PIECES	
a)	HDPE END CAP ½”	PER PC	
b)	HDPE END CAP ¾”	PER PC	
c)	HDPE END CAP 1”	PER PC	
d)	HDPE END CAP 1 ½”	PER PC	
e)	HDPE END CAP 2”	PER PC	
f)	HDPE END CAP 2 ½”	PER PC	
g)	HDPE END CAP 3”	PER PC	
h)	HDPE END CAP 4”	PER PC	
52.	SADDLE CLAMP HDPE (CONNECTION)	PIECE	
a)	HDPE SADDLE CLAMP 1”X ¾”	PER PC	
b)	HDPE SADDLE CLAMP 1”X ½ ”	PER PC	

c)	HDPE SADDLE CLAMP 2"X1/2 "	PER PC	
d)	HDPE SADDLE CLAMP 2"X 3/4 "	PER PC	
e)	HDPE SADDLE CLAMP 2"X1 "	PER PC	
f)	HDPE SADDLE CLAMP 3"X1/2 "	PER PC	
g)	HDPE SADDLE CLAMP 3"X3/4"	PER PC	
h)	HDPE SADDLE CLAMP 3"X 1 "	PER PC	
i)	HDPE SADDLE CLAMP 3"X 2 "	PER PC	
j)	HDPE SADDLE CLAMP 3"X 2½ "	PER PC	
k)	HDPE SADDLE CLAMP 4"X 1 "	PER PC	
l)	HDPE SADDLE CLAMP 4"X 1 1/2 "	PER PC	
m)	HDPE SADDLE CLAMP 4"X 2"	PER PC	
n)	HDPE SADDLE CLAMP 4"X 2 1/2 "	PER PC	
o)	HDPE SADDLE CLAMP 4"X 3"	PER PC	
53.	NON REVENUE WATER TOOLS		
a)	SEALING GUN FOR SEALING COLD WATER METERS	PER PC	
b)	PORTABLE METER TEST KIT Technical Data measuring range l/h 30-3.000 accuracy % 0,5 minimum display resolution liters 0,01 Maximum working press bar 16 Maximum working temperature oC 40 length mm 275 height mm 155 width mm 225 Weight(approx.) kg 2,75	COMPLETE SET	
c)	SEALING WIRE - COPPER	PER PKT	
d)	SEALING WIRE - STAINLESS STEEL	PER PKT	
e)	SEALING WIRE - BRASS	PER PKT	
f)	SEALING BUTTONS	PER PKT	
g)	TRANSDUCERS	NO.	
h)	RIVETING MACHINE	NO.	

i)	RIVETS – 5 x 25 (3/16*1)-500PC	PKTS	
j)	BUTTFUSION MACHINE FOR CALIBRATING HDPE PIPES FROM SIZE ½” (ND 20) TO DN 63 (2”)	PER COMPLETE SET	
k)	BUTTFUSION MACHINE ABLE TO WELD HDPE PIPES FROM SIZE DN 63 TO DN 80	PER COMPLETE SET	
l)	BUTTFUSION MACHINE ABLE TO WELD HDPE PIPES FROM SIZE DN 90 TO DN 315	PER COMPLETE SET	
	TOTALS		

Name of Person Authorized to sign Tender

.....

Signature of Tenderer

Date

Designation

Stamp

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

TECHNICAL SPECIFICATIONS

Non-Return Valve - Specifications

1. Range

DN 50-300, PN 10-16

2. Product Description

General

The valve shall be designed for installation in water supply or drain systems to secure flow in one direction only.

The fluid can be drinking water, waste water or other neutral liquids.

Basic design

A valve disc hinged on a shaft shall turn to either open or closed position.

Housing design shall be acc. to EN 1074 with end connections as flanges drilled to EN 1092.

Housing and disc shall be free of flow obstruction or pockets.

The main seal shall be the resilient rubber on the disc closing directly against the iron housing.

Coating

Valve body and bonnet shall be both internally and externally corrosion protected with 250 µm, blue RAL 5017, fusion bonded epoxy approved for drinking water and complying with DIN 30677-2.

No uncoated parts of the iron surfaces may be in contact with the fluid or the environment.

Surface preparation, coating material, application process and final result shall be quality checked and documented by the valve manufacturer and frequently supervised through notified body inspections.

Body/Bonnet

Valve body and bonnet shall be ductile cast iron acc. to EN 1563 grade GJS-500-7.

Face-to-face distance shall be according to EN 558 ser. 48.

Bonnet-body bolt holes shall be designed as threaded bottom holes, i.e. not going through the casting. Bolts shall be stainless steel grade A2.

Bonnet-body gasket shall be drinking water approved EPDM with a near circular cross shape, positioned in a groove in the bonnet and encircling the bonnet bolts completely to protect the bolts against the fluid and prevent gasket blow-out.

The body waterway shall be smooth and unobstructed with no closed internal pockets.

A set of bosses shall be cast adjacent to each flange to enable later installation of e.g. a pressure gauge or a by-pass valve.

Following information shall be cast into the body:

- Manufacturer
- DN-class
- PN-class
- Cast material

Following information shall be shown on the label

- Additional information for product standard
- Product number
- Barcode
- Fluid type
- Max. application temperature

Disc and rubber

The valve disc shall be completely enclosed in drinking water approved EPDM.

Hinge

The disc shall be mounted on a hinge made of stainless steel for sizes $\leq$ DN 200; ductile iron coated with drinking water approved epoxy for larger. The connection shall be a loosely fitting polyamide bushing that makes the disc able to tilt slightly in all directions and adjust exactly to the valve seat.

Shaft

The shaft shall be made of 1.4021 (AISI 420) stainless steel.

The bearings shall be dezincification resistant brass bushings, CW602N, CW626N or equivalent.

Main Seal

The main seal shall be the resilient rubber on the disc closing directly against the iron housing.

Installation

The body shall be fitted with feet for upright standing, but the design shall allow for installation in both vertical and horizontal position.

Flow can be horizontal or rising vertical.

Items weighing more than 15 kg shall be fitted with lifting ribs or lugs.

Operation

The valve shall operate automatically.

Lifetime shall acc. to EN 1074.

Maximum operating temperature shall be at least 70°C.

The bonnet shall be easy to remove to gain access to the inner parts of the valve for cleaning or inspection.

Quality

The manufacturer shall have an ISO 9000 certified quality system which is audited by an independent third party.

Each finished item shall be inspected and tested for compliance with the product standards and local market specification.

3. Standards and Approvals

The design and testing shall be in accordance with following:

- EN 1074 (water supply, check valves)
- EN 558 (face-to-face)
- EN 1092 (flange dimensions)

Materials shall be according to following:

- EN 1563 (cast iron)
- EN 10088 (stainless steel)
- EN 12164 (brass)
- BS 2874 (brass)
- DIN 30677-2 (coating)
- GSK (coating)
- EN 681 (rubber seals water)

Resilient rubber shall be tested according to

- ISO 37 (wedge rubber tensile characteristics)
- DIN 53517 (wedge rubber compression set)

The complete product shall have an Attestation Conformité Sanitaire (ACS).

Gate /Sluice Valves Specifications

1. Range

DN 40-600, PN10/25

2. Product Description

General

The product is to be used in water supply systems to enable isolation of separate lines for maintenance or repair.

The medium can be drinking water and other neutral fluids.

Basic Design

The basic design shall be a resilient seat, full bore, clear way gate valve designed according to EN 1074.

Face-to-face distance shall be according to EN 558, ser. 14 (DIN F4).

End connections shall be flanges according to EN 1092.

Coating

Valve body and bonnet shall be both internally and externally corrosion protected with blue fusion bonded epoxy, applied in a GSK approved process.

No uncoated parts of the iron surfaces may be in contact with the fluid or the environment.

Surface preparation, coating material, application process and final result shall be quality checked and documented by the valve manufacturer.

Body/Bonnet

Valve body and bonnet shall be ductile cast iron acc. to EN 1563 grade GJS-500-7.

Bonnet-body bolt holes shall be designed as threaded bottom holes, i.e. not going through the casting.

Bonnet bolts shall be socket head A2 grade, counterbored into the bonnet casting, sealed with hot melt glue and with no contact to environment or fluid.

Bonnet-body gasket shall be EPDM with a circular cross shape, positioned in a groove in the bonnet and encircling the bonnet bolts completely.

Body shall have internal rails or grooves for wedge open/close travel guidance.

Internal body seats shall have plane surfaces in symmetric angles to position and support the wedge into closed position.

Body waterway shall be smooth and unobstructed with no internal pockets in the dome above the seating area.

A by-pass valve shall be available as option for DN500 and greater.

Following information shall be cast into the body:

- Manufacturer's brand
- Size
- Pressure class
- Cast material

Following information shall be shown on the label

- Stem material
- Additional information for product standard
- Product number
- Barcode
- Fluid type
- Max. application temperature
- Operation Mode (CTC/CTO)

Stem

The design shall be NRS, with the stem rotating in a wedge nut and fixed vertically in a thrust bearing.

Stem material shall be stainless steel. The thread shall be rolled in a DIN 103 trapezoidal profile.

The upper part shall be designed with a wedge stop that blocks further movement when fully open position is reached, but before the wedge touches the inner coating.

Thrust bearing for sizes up through DN 400 shall be a thrust collar in dezincification resistant brass. For DN 450 and greater it shall be a double roller bearing.

Radial bearing shall be a PA6.6 bushing surrounded by two NBR O-rings.

The complete stem seal system shall consist of at least three parts:

- Outermost an NBR wiper ring shall seal against dust and dirt from outside
- In the middle the radial bearing's two O-rings are back-up
- Innermost a lip seal in EPDM shall be the main seal against the internal fluid pressure

Wedge

The wedge shall consist of an inner ductile iron core fully encapsulated in drinking water approved EPDM.

An inside cylindrical stem hole shall go all the way down through the wedge and make sure the fluid circulates and does not accumulate in pockets. The surface shall be smooth with no grooves, splits or pockets.

Except for the point of closure the only contact between wedge and body shall be via polyamide guide shoes.

Wedge nut

The wedge nut shall be an integral part of the design, firmly fixed in the wedge core and not be able to move within the wedge. The joint between nut and wedge shall be tightly sealed in the rubber encapsulation process.

Material shall be dezincification resistant brass.

Installation

The body shall be fitted with feet for upright standing, but the design shall allow for installation with the stem in both vertical and horizontal position.

Flow can vertical or horizontal and bi-directional.

Operation

Operation shall be by hand wheel, T-key or extension spindle. DN 450 and greater shall have an ISO flange for actuator.

Operation direction shall be clockwise-to-close

Lifetime shall be according to EN 1074 when used under normal conditions, including installation buried underground without a special valve chamber.

Maximum operating temperature shall be at least 70°C.

Apart from regular exercising no maintenance shall be required during the lifetime.

Quality

The complete valve shall be type approved to EN-Standards.

The manufacturer shall have an ISO 9000 certified quality system and be audited by an independent third party.

Each finished product shall be inspected and tested for compliance with the product standards and local market specification.

3. Standards and Approvals

Design and testing shall be according to following:

- EN 1074-1 and -2 (water supply, isolating valves)
- EN 1171 (industrial cast iron gate valves)
- EN 558 (face-to-face)
- EN 1092 (flange design)
- ISO 5210 (actuator flange)

Materials shall be according to following:

- EN 1563 (cast iron)
- EN 10088 (stainless steel)
- EN 12165 (brass)
- EN 12164 (brass)
- DIN 3476-1 (coating)

- GSK (coating)
- EN 681 (rubber seals water)

The complete product shall have an ACS and be approved for drinking water with all sizes by DVGW, SVGW and KIWA, up to DN 300 by ÖVGW and DN 50-300 by WRAS.

Double Orifice & Triple Action Air Valve PN16

1. Range

DN 50-150, PN16

2. Product Description

General

The double orifice, air valves should be designed for automatic rapid pipe filling and pipe draining as well as for automatic discharge of accumulated air during normal working conditions.

Basic Design

The design, where air rushing out of the system cannot force the float upwards and close it prematurely, makes sure that the valve closes only after all air has left the system and water has entered the chamber. All other components are made by either a drinking water approved polymer material or stainless steel to minimize corrosion risk. All seals are made of drinking water approved EPDM rubber featuring an excellent compression set and ability to regain its original shape. The valve shall have a working pressure rating of 16 bar, and tested and 1.5 x PN value.

Coating

All ductile iron components are coated with GSK approved fusion bonded epoxy to ensure high durability. No uncoated parts of the iron surfaces may be in contact with the fluid or the environment. Surface preparation, coating material, application process and final result shall be quality checked and documented by the valve manufacturer. Minimum coating thickness should be 300 micrometers.

Construction

Valve body and bonnet & Cowl shall be ductile cast iron acc. to EN 1563 grade GJS-500-7.

Bonnet-body bolt holes shall be designed as threaded bottom holes, ie. not going through the casting.

Bonnet bolts shall be socket head A2 grade, counterbored into the bonnet casting, sealed with hot melt glue and with no contact to environment or fluid.

Bonnet-body gasket shall be EPDM, along with all seal rings.

Orifice

Orifice covers & brackets must be manufactured from Polyamide material.

The small and large orifices should be manufactured from ABS plastic, along with the bottom and top guides.

Floats should also be manufactured from ABS material.

Following information shall be cast into the body:

- Manufacturer's brand
- Size
- Pressure class
- Cast material

3. Standards and Approvals

Design and testing shall be according to following:

- EN 1074-4
- EN 1092 (flange design) – PN16

Materials shall be according to following:

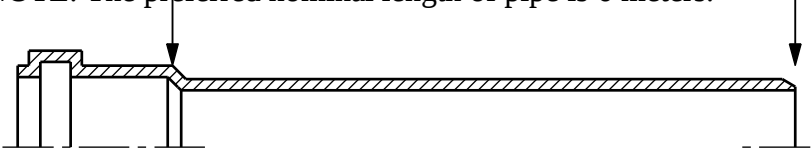
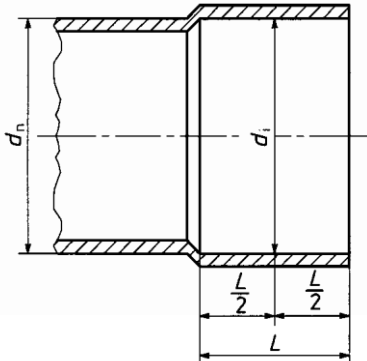
- EN 1563 (cast iron)
- EN 10088 (stainless steel)
- DIN 3476-1 (coating)
- GSK (coating)
- EN 681 (rubber seals water)

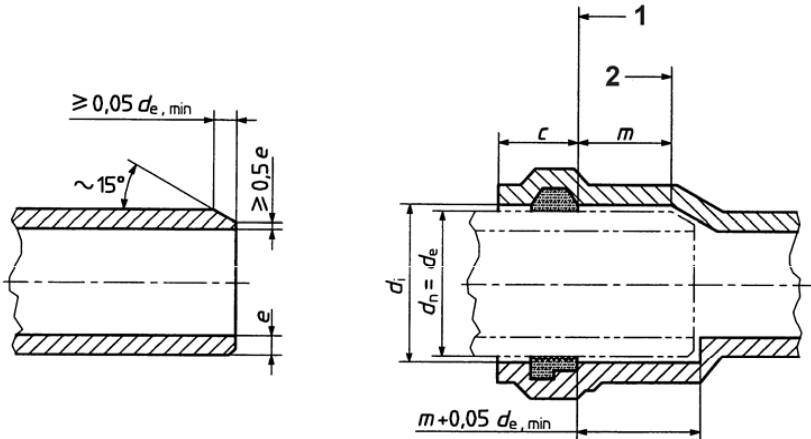
The complete product shall have an ACS and be approved for drinking water with all sizes by DVGW, SVGW and KIWA, and WRAS

TECHNICAL SPECIFICATIONS

PVC-U PIPES MANUFACTURED ISO 1452-2:2009 STANDARD

1	Compound Material	The pipe material shall have a minimum required strength (MRS) of at least 25 MPa. For testing pieces of pipe shall be used. The pipes, fittings and valves must be manufactured from un-plasticized polyvinyl chloride (PVC-U) to which only those additives may be added which are strictly required for: • the manufacturing of the raw material; • the production of pipes with the required characteristics and the desired colour. None of these additives may be separately or together be present in the raw material in such amounts that risks with regards to toxicity may occur, problems of organic nature, growth of bacterium or that the ability for gluing of the pipes is negatively affected. The same applies in respect of the chemical and physical properties of the products.
2	VCM content in material	The volume vinyl chloride monomer (VCM) in the resin used in PVC-U compound/formulation shall be less than ± 0.0001 %. The VCM content shall be determined by means of gas-phase chromatography using the "headspace" method in accordance with NEN-EN-ISO 6404.
3	Density	The density ρ , at 23 °C of the pipe material shall be determined according to NEN-EN-ISO 1183-1:2004. The material shall have a density greater than or equal to 1350 kg/m ³ and smaller or equal to 1460 kg/m ³ . $\{1350 \text{ kg/m}^3 \leq \rho \leq 1460 \text{ kg/m}^3\}$
4	General appearance	When viewed without magnification, the internal and external surfaces shall be smooth, clean and free from scoring, cavities and other surface defects. The ends shall be smooth and perpendicular in relation to the pipe axis.
5	Color	The pipes must be either Dark Grey or Blue for pressure pipes, golden brown for pipes for drainage and sewerage.
6	Opacity	Products intended for above ground application must be coloured in such a way that the walls do not let through more than 0.2 % light when tested in accordance with NEN-EN-ISO 7686.
7		
7a	General	The dimensions of the pipe shall be measured in accordance with ISO 1452-2:2009. The pipes are manufactured with a socketed-end and supplied complete with a pressure lock rubber seal for a superior joint. The EPDM rubber ring or rubber seal must be manufactured to EN-681-1 standard for pressure pipes as pre-lubricated seals. (long lasting silicone lubricant). The product is ideally suited for applications in both pumping and gravity design.

7b	Length	The nominal pipe length shall be a minimum length which does not include the depth of the socketed portions. NOTE: The preferred nominal length of pipe is 6 meters. 
7c	Sockets for solvent cementing	The dimensions of sockets for solvent cementing shall preferably comply with the requirements specified in NEN-EN-ISO 1452-2:2009 clause 6.6.1. See Annex 3 below. <i>{The nominal inside diameter of a socket shall be equal to the nominal outside diameter d_n of the pipe.}</i> <i>The maximum included internal angle of the socketed portion shall not exceed $0^{\circ}30'$ (30 minutes).</i> <i>The requirements for mean inside diameters, d_{im}, of sockets shall apply at the midpoint of the socket length.}</i> 

7d	Sockets for rubber sealing rings type joints	The dimensions of sockets for elastomeric ring seal joint shall comply with EN-ISO 1452-2:2009, clause 6.6.2. <i>{The minimum depth of engagement, m_{min}, of single sockets with elastomeric ring seal joints (see Figure below) is based on pipe lengths up to 12 m and shall conform to Annex 2. The wall thickness of the sockets at any point, except the sealing ring groove, shall not be less than the minimum wall thickness of the connecting pipe. The wall thickness of the sealing ring groove shall not be less than 0.8 times the minimum wall thickness of the connecting pipe. The requirements for mean inside diameters, d_{im}, of sockets shall apply at the midpoint of the depth of engagement, m.}</i> 
7e	Mean Outside Diameter and	The mean outside diameter d_{em} of the pipe shall conform to the applicable nominal outside diameter, d_n , within the tolerance given in EN-ISO 1452-2:2009. The tolerances for out-of-roundness shall conform to EN-ISO 1452-2:2009,
7f	Wall Thickness and its Tolerances	The nominal wall thickness, e_n , is classified with the pipe series S. The nominal wall thickness corresponds to the minimum allowable wall thickness. The nominal wall thickness shall conform to EN-ISO 1452-2:2008, Annex 1, as appropriate to the pipe series. The tolerances for wall thickness, e , shall
8	Tests	The PVC-U pipes must undergo and pass the following tests after manufacturing and test
8a	Hydrostatic Pressure Test	Pipes shall withstand without bursting or leakage the hydrostatic stress induced by internal hydrostatic pressure when tested in accordance with ISO 1167-1 using the test conditions specified in Table 7. (e.g. 42.15 bars @ 20
8b	Impact Test	Pipes with a nominal wall thickness of 14.9 mm or less, when tested for resistance to external blows at 0 °C in accordance with EN 744 shall have a true impact rate (TIR) of not more than 10 % when tested at the levels given in Table 6. Pipes in the series S 5 to S 10 shall be tested at the medium level M and pipes in the series S 12.5 to S 20 shall be tested at the high-level H.

8c	VICAT Softening Temperature Test	At $\geq 80\text{ }^{\circ}\text{C}$ Shall conform to ISO 2507-1:1995. Number of test pieces: 3 The number of test pieces given indicate the number required to establish a value for the characteristic described in the table. The number of test pieces required for factory production control and process control should be listed in																				
	Longitudinal Reversion	Maximum 5 % according to ISO ISO 2505 liquid bath Method: Test temperature: $(150 \pm 2)\text{ }^{\circ}\text{C}$ Number of test pieces: 3 Test period for: $e \leq 8\text{ mm}$: 15 minutes $e > 8\text{ mm}$: 30 minutes <u>OR</u> Maximum 5 % according to ISO ISO 2505 Hot Air Oven Method:																				
Markings																						
9a	General	The marking elements shall be printed or formed directly on the pipe with a maximum interval of 1 m in such a way that after storage, weathering, handling and installation, legibility is maintained during the use of the products. <i>NOTE: The manufacturer is not responsible for marking being illegible due to actions caused by installation and use such as painting, scratching, covering of the pipes or by use of detergents on the pipe.</i> Marking shall not initiate cracks or other types of defects which would impair																				
The minimum required marking shall be in accordance with Table below, with the frequency of marking being <u>not less than once per metre</u>																						
<table><tr><th>Aspects</th><th>Mark or symbol</th></tr><tr><td>– Number of this standard series</td><td>ISO 1452 xyz</td></tr><tr><td>– Manufacturer's name and/or trade mark</td><td>PVC-U</td></tr><tr><td>– Material</td><td>e.g. 110 x 6.6</td></tr><tr><td>– Nominal outside diameter d_n × wall thickness e_n</td><td>e.g. PN 16</td></tr><tr><td>– Nominal pressure PN a</td><td>e.g. 90.06.14</td></tr><tr><td>– Manufacturer's information b</td><td>e.g. W / P</td></tr><tr><td colspan="2"><u>Intended use</u></td></tr><tr><td colspan="2">a The marking of the pipe series S may be included, e.g. PN 16/S 8.</td></tr><tr><td colspan="2">b For providing traceability the following details shall be given:</td></tr></table>			Aspects	Mark or symbol	– Number of this standard series	ISO 1452 xyz	– Manufacturer's name and/or trade mark	PVC-U	– Material	e.g. 110 x 6.6	– Nominal outside diameter d_n × wall thickness e_n	e.g. PN 16	– Nominal pressure PN a	e.g. 90.06.14	– Manufacturer's information b	e.g. W / P	<u>Intended use</u>		a The marking of the pipe series S may be included, e.g. PN 16/S 8.		b For providing traceability the following details shall be given:	
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b For providing traceability the following details shall be given:																						

10	Chamfering																					
	Pipes with plain ends intended to be used with elastomeric ring seal sockets shall be chamfered as shown in Figure below. The tapered portion should be smooth and without damage. The pipe ends shall comply with the requirements of ISO 1452-2:2008																					
11	Fittings																					
11a	Material of fittings	The fitting material shall have a minimum required strength (MRS) as defined in EN-ISO 1452-1:2009, clause 4.4.1. The supplier shall confirm the MRS value by testing as described in EN-ISO 1452-1:2009, clause 4.4.1, clause 4.4.2 or clause 4.4.3, respectively. The material of the fittings shall be																				
11b	Adhesives	The adhesive(s) shall have no detrimental effects on the pipe and shall not cause the test assembly to fail to conform to ISO/DIS 1452-5:2008. The adhesives shall be identified according to ISO 7387-1:1983 and their																				
11c	Color	The fittings must be either Dark Grey or Blue for pressure pipes, golden brown for pipes for drainage and sewerage.																				
11d	Markings on fittings	Minimum required markings on PVC-U fittings must be according to ISO 3633 as in the table below.																				
	<table><tr><th>Aspects</th><th>Mark or symbol</th></tr><tr><td>– Number of this standard series</td><td>ISO 3633 xyz</td></tr><tr><td>– Manufacturer's name and/or trade mark</td><td>PVC-U</td></tr><tr><td>– Material</td><td>e.g. S.C.O</td></tr><tr><td>– Solvent Cement Only e.g. S.C.O</td><td>e.g. S / M / L</td></tr><tr><td>– Socket type for sealing e.g. S or M or L</td><td>a</td></tr><tr><td>– <u>Manufacturer's information</u></td><td>e.g. 67°30`</td></tr><tr><td colspan="2">a) To ensure traceability, the following details shall be given:</td></tr><tr><td colspan="2">– the production period (year and month), in figures or in code;</td></tr><tr><td colspan="2">– a name or code for the production site if the manufacturer is producing at</td></tr></table>		Aspects	Mark or symbol	– Number of this standard series	ISO 3633 xyz	– Manufacturer's name and/or trade mark	PVC-U	– Material	e.g. S.C.O	– Solvent Cement Only e.g. S.C.O	e.g. S / M / L	– Socket type for sealing e.g. S or M or L	a	– <u>Manufacturer's information</u>	e.g. 67°30`	a) To ensure traceability, the following details shall be given:		– the production period (year and month), in figures or in code;		– a name or code for the production site if the manufacturer is producing at	
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– a name or code for the production site if the manufacturer is producing at																						

Performance Requirements

When pipes conforming to this standard are jointed to each other or to components conforming to other Parts of ISO/DIS 1452:2008, the pipes and the joints shall conform to ISO/DIS 1452-5:2008.

Annex 1: Nominal (Minimum) Wall Thickness for PVC-U

Nominal outside diameter, dn	Pipe series S						
	Nominal (minimum) wall thickness						
	S 20 (SDR 41)	S 16 (SDR 33)	S 12,5 (SDR 26)	S 10 (SDR 21)	S 8 (SDR 17)	S 6,3 (SDR 13,6)	S 5 (SDR 11)
	Nominal pressure PN based on service (design) coefficient C = 2,5						
		PN 6	PN 8	PN 10	PN 12,5	PN 16	PN 20
12		—	—	—	—	—	1,5
16		—	—	—	—	—	1,5
20		—	—	—	—	1,5	1,9
25		—	—	—	1,5	1,9	2,3
32		—	1,5	1,6	1,9	2,4	2,9
40		1,5	1,6	1,9	2,4	3,0	3,7
50	Nominal pressure PN based on service (design) coefficient C = 2,0 a						
	PN 6	PN 8	PN 10	PN 12,5	PN 16	PN 20	PN 25

63	2,7	3,4	4,2	5,3	6,6	8,1	10,0
75	3,1	3,9	4,8	6,0	7,4	9,2	11,4
90	3,5	4,3	5,4	6,7	8,3	10,3	12,7
	4,0	4,9	6,2	7,7	9,5	11,8	14,6
	4,4	5,5	6,9	8,6	10,7	13,3	16,4
	4,9	6,2	7,7	9,6	11,9	14,7	18,2
	5,5	6,9	8,6	10,8	13,4	16,6	—
110	6,2	7,7	9,6	11,9	14,8	18,4	—
125	6,9	8,6	10,7	13,4	16,6	20,6	—
140	7,7	9,7	12,1	15,0	18,7	23,2	—
160	8,7	10,9	13,6	16,9	21,1	26,1	—

a To apply an overall service (design) coefficient of 2,5 (instead of 2,0) for pipes with nominal diameters above 90 mm, the next higher pressure rating, PN, shall be chosen.

NOTE 1 The nominal wall thicknesses conform to ISO 4065:1996 [10].

NOTE 2 The PN 6 values for S 20 and S 16 are calculated with the preferred number 6,3.

Annex 2: Dimensions of sockets for elastomeric ring seal joints

Nominal inside diameter of socket <i>dn</i>	Minimum mean inside diameter of socket <i>d_{im,min}</i>	Maximum permissible out-of-roundness for <i>d_i</i>		Minimum depth of engagement <i>m_{min}</i>	Length of socket entrance and sealing area <i>c</i>
		S 20 to S 16	S 12,5 to S 5		

32	32,3	0,6	0,3	55	27
40	40,3	0,8	0,4	55	28
50	50,3	0,9	0,5	56	30
63	63,4	1,2	0,6	58	32
75	75,4	1,2	0,7	60	34
90	90,4	1,4	0,9	61	36
110	110,5	1,7	1,1	64	40
125	125,5	1,9	1,2	66	42
140	140,6	2,1	1,3	68	44
160	160,6	2,4	1,5	71	48
180	180,7	2,7	1,7	73	51
200	200,7	3,0	1,8	75	54

a dim_{min} is measured in the middle of the engagement, m , and is calculated using the applicable equation as follows:

$dim_{min} = dn + 0,3 \text{ mm}$, when $dn \leq 50$; $dim_{min} = dn + 0,4 \text{ mm}$, when $63 \leq dn \leq 90$; $dim_{min} = 1,003dn + 0,1 \text{ mm}$, when $dn \geq 110$.

The values obtained shall be rounded to the next greater 0,1 mm.

b The out-of-roundness tolerances are rounded values of 0,75 grades to ISO 11922-1:1997 [9] for S 20 to S 16 as follows:

0,75 grade M for $32 \leq dn \leq 50$;

0,75 grade N for $63 \leq dn \leq 250$;

0,75 grade M for $280 \leq dn \leq 710$.

For pipe series S 12,5 to S 5: 0,375 grade M, except 0,3 grade M for $dn = 32$. c The value of m_{min} is calculated from the applicable equation as follows:

$m_{min} = 50 \text{ mm} + 0,22dn - 2e$ (S 10), when $dn \leq 280$;

$m_{min} = 70 \text{ mm} + 0,15dn - 2e$ (S 10), when $dn > 280$.

The values obtained shall be rounded to the next greater 1,0 mm.

d The value of c is calculated using the following equation: $c = 22 + 0,16dn$ and c is given only for guidance in calculating minimum spigot lengths. The manufacturers shall state the c -values in their catalogues.

Annex 3: Dimensions of Sockets for Solvent Cementing

Nominal inside diameter of socket	Mean inside diameter of socket		Maximum out-of-roundness for d_i a	Minimum socket length
D_n	$d_{im,min}$	$d_{im,max}$		
12	12,1	12,3	0,25	12,0
16	16,1	16,3	0,25	14,0
20	20,1	20,3	0,25	16,0
25	25,1	25,3	0,25	18,5
32	32,1	32,3	0,25	22,0
40	40,1	40,3	0,25	26,0
50	50,1	50,3	0,3	31,0
63	63,1	63,3	0,4	37,5
75	75,1	75,3	0,5	43,5
90	90,1	90,3	0,6	51,0
110	110,1	110,4	0,7	61,0
125	125,1	125,4	0,8	68,5
a The out-of-roundness tolerances are rounded values of 0,25 grade M to ISO 11922-1:1997 [9].				
b The minimum socket lengths are equal to $(0,5d_n + 6 \text{ mm})$ or 12 mm if $(0,5d_n + 6 \text{ mm}) \leq 12 \text{ mm}$.				

TECHNICAL SPECIFICATIONS

HDPE PE 100 PIPES MANUFACTURED ISO 4427:2007 STANDARD

1	Compound Material	The material from which the pipes are made shall be in accordance with ISO 4427-1. All pipes shall be manufactured using pre-compounded carbon black, bimodal, high density polyethylene MRS 10.0 material (PE100). The use of natural PE100 with a Carbon black master batch is
2	Identification compound	The compound used for identification stripes shall be manufactured from a PE polymer manufactured from the same type of base polymer as used in the compound for pipe
3	General appearance	When viewed without magnification, the internal and external surfaces of pipes shall be smooth, clean and free from scoring, cavities and other surface defects such as would prevent conformity of the pipe to ISO 4427. The pipe ends shall be cut
4	Color	The pipes shall be black with coloured identification stripes with protection from UV light.
5	Test	The HDPE pipes must undergo and pass the following test after manufacturing and test certificate provided
5a	Hydrostatic Pressure Test	Pipes shall withstand without bursting or leakage the hydrostatic stress induced by internal hydrostatic pressure when tested in accordance with ISO 1167-1 using the test conditions specified in section 7.2 (e.g. 124 bars @ 20 degrees Celsius for 100 hours for
6	Dimensional Csss	
6a	General	The dimensions of the pipe shall be measured in accordance with ISO 3126. Manufacturing shall be to ISO 4427 Standard, as per annexed dimensional chart .
6b	Lengths and coils	Where coiling is possible, the minimum internal diameter of the coil shall be not less than $18d_n$. The lengths shall be supplied to minimize the number of joints to be done in the field, and the size that is allowed to be legally transported on Kenyan roads by the traffic department. ≤ 90 mm in 100m length coils; 110mm in 50m length coils and ≤ 125 mm in 12m length coils
7	Markings	
	General	All pipes shall be permanently and legibly marked in such a way that the marking does not initiate cracks or other types of failure and such that normal storage, weathering, handling, installation and use does not affect the legibility of the marking. The colour of the printed information shall differ from the basic colour of the product. The marking shall be such that it is legible without magnification.
7a	Stripe Marking	Each pipe shall a minimum of 3 equispaced blue longitudinal stripes indicating medium of fluid transported in the pipes
7b	The minimum required marking shall be in accordance with Table 1, with the frequency of marking being not less than once per metre	

	<table><tr><th>Aspect</th><th>Marking</th></tr><tr><td>Standard Number</td><td>ISO 4427</td></tr><tr><td>Manufacturer's identification</td><td>Name or symbol</td></tr><tr><td>Dimensions (dn × en)</td><td>e.g. 225 X 20.5</td></tr><tr><td>SDR series (for DN > 32)</td><td>e.g. SDR 11</td></tr><tr><td>Material and designation</td><td>PE 100</td></tr><tr><td>Pressure rating in bars</td><td>e.g. PN16</td></tr><tr><td>Production period (date or code)</td><td>e.g. 02/04/15a</td></tr><tr><td>Country of Production</td><td>Kenya</td></tr><tr><td colspan="2">a - In clear figures or in code providing traceability to the production period within year month and, if the manufacturer is producing at different sites, the production site.</td></tr></table>		Aspect	Marking	Standard Number	ISO 4427	Manufacturer's identification	Name or symbol	Dimensions (dn × en)	e.g. 225 X 20.5	SDR series (for DN > 32)	e.g. SDR 11	Material and designation	PE 100	Pressure rating in bars	e.g. PN16	Production period (date or code)	e.g. 02/04/15a	Country of Production	Kenya	a - In clear figures or in code providing traceability to the production period within year month and, if the manufacturer is producing at different sites, the production site.	
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8	HDPE Fittings																					
8a	Compression Fittings	All HDPE compression fittings including markings must be manufactured according to ISO 14236:2000 standard																				
8b	HDPE Butt and Electro Fusion Fittings	All HDPE Butt and Electro Fusion Fittings must be manufactured according to ISO 4427-4 standard																				
8c	HDPE Butt and Electro Fusion Machines for Welding	HDPE Butt Fusion machines must comply with ISO 12176 Part I and for HDPE Electro fusion machines must comply with ISO 12176 Part II standard. Butt Fusion Joining or Welding must be in accordance with the Butt Fusion Joining Procedure in ISO 21207 standard																				
8d	EPDM Rubber ring	EPDM rubber rings for HDPE pipes must be manufactured in line with EN 681-1 standard																				
8e	Markings on the Fittings	The manufacturer's name or trade mark, the nominal outside diameter of the pipe, the nominal pressure of the fitting and the nominal diameter of the thread shall be printed and embossed when marking on the fitting. Additional information may be given in the form of a label																				
8f	The minimum required marking shall be in accordance with Table below according to ISO																					
	<table><tr><th>Aspects</th><th>Mark or symbol</th></tr><tr><td>– Type of Fitting-body material and/or trademark</td><td>PE Male</td></tr><tr><td>– Manufacturer's name and/or trade mark</td><td>xyz</td></tr><tr><td>– Nominal outside diameter of the pipe for which the fitting is intended</td><td>DN 110</td></tr><tr><td>– Nominal Pressure</td><td>PN16</td></tr><tr><td>– Nominal Diameter of the pipe for which the fitting is intended</td><td></td></tr></table>		Aspects	Mark or symbol	– Type of Fitting-body material and/or trademark	PE Male	– Manufacturer's name and/or trade mark	xyz	– Nominal outside diameter of the pipe for which the fitting is intended	DN 110	– Nominal Pressure	PN16	– Nominal Diameter of the pipe for which the fitting is intended									
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DIMENSIONAL CHART FOR HDPE PE100 PRESSURE PIPES - ISO 4427 - 2: 2007

				6.3 Bar		8 Bar		10 Bar		12.5 Bar		16 Bar		20 Bar		25 Bar	
Outer Diameter		Ovality		Sdr 26		Sdr 21		Sdr 17		Sdr 13.6		Sdr 11		Sdr 9		Sdr 7.4	
Min	Max	mm Max	Std Length of Roll (mtrs)	MIN WALL THK (mm)	WT / Mtr (kg/ mtrs)	MIN WALL THK (mm)	WT / Mtr (kg/ mtrs)	MIN WALL THK (mm)	WT / Mtr (kg/ mtrs)	MIN WALL THK (mm)	WT / Mtr (kg/ mtrs)	MIN WALL THK (mm)	WT / Mtr (kg/ mtrs)	MIN WALL THK (mm)	WT / Mtr (kg/ mtrs)	MIN WALL THK (mm)	WT / Mtr (kg/ mtrs)
16.00	16.30	1.20												2.00	0.09	2.30	0.10
20.00	20.30	1.20	100.00							1.90	0.10	2.00	0.12	2.30	0.13	3.00	0.16
25.00	25.30	1.20	100.00					1.60	0.12	2.00	0.15	2.30	0.17	3.00	0.21	3.50	0.24
32.00	32.30	1.30	100.00	1.60	0.16	1.60	0.16	2.00	0.19	2.40	0.23	3.00	0.28	3.60	0.33	4.40	0.39
40.00	40.40	1.40	100.00	1.60	0.20	2.00	0.25	2.40	0.29	3.00	0.36	3.70	0.43	4.50	0.51	5.50	0.61
50.00	50.40	1.40	100.00	2.00	0.31	2.40	0.37	3.00	0.45	3.70	0.55	4.60	0.67	5.60	0.79	6.90	0.94
63.00	63.40	1.50	100.00	2.50	0.49	3.00	0.58	3.80	0.72	4.70	0.88	5.80	1.06	7.10	1.27	8.60	1.48
75.00	75.50	1.60	100.00	2.90	0.67	3.60	0.83	4.50	1.02	5.60	1.24	6.80	1.48	8.40	1.78	10.30	2.11
90.00	90.60	1.80	100.00	3.50	0.98	4.30	1.19	5.40	1.47	6.70	1.78	8.20	2.14	10.10	2.57	12.30	3.03
110.00	110.70	2.20	50.00	4.20	1.44	5.30	1.78	6.60	2.18	8.10	2.64	10.00	3.17	12.30	3.81	15.10	4.54
125.00	125.80	2.50	12.00	4.80	1.85	6.00	2.28	7.40	2.78	9.20	3.40	11.40	4.12	14.00	4.93	17.10	5.84
140.00	140.90	2.80	12.00	5.40	2.33	6.70	2.85	8.30	3.49	10.30	4.26	12.70	5.13	15.70	6.18	19.20	7.34
160.00	161.00	3.20	12.00	6.20	3.06	7.70	3.74	9.50	4.56	11.80	5.56	14.60	6.73	17.90	8.05	21.90	9.55
180.00	181.10	3.60	12.00	6.90	3.81	8.60	4.70	10.70	5.76	13.30	7.05	16.40	8.51	20.10	10.18	24.60	12.07
200.00	201.20	4.00	12.00	7.70	4.73	9.60	5.83	11.90	7.11	14.70	8.65	18.20	10.50	22.40	12.59	27.40	14.93
225.00	226.40	4.50	12.00	8.60	5.94	10.80	7.36	13.40	9.02	16.60	10.98	20.50	13.29	25.20	15.94	30.80	18.88
250.00	251.50	5.00	12.00	9.60	7.34	11.90	9.01	14.80	11.06	18.40	13.53	22.70	16.34	27.90	19.59	34.20	23.30
280.00	281.70	9.80	12.00	10.70	9.18	13.40	11.37	16.60	13.89	20.60	16.95	25.40	20.49	31.30	24.62	38.30	29.22
315.00	316.90	11.10	12.00	12.10	11.70	15.00	14.29	18.70	17.59	23.20	21.48	28.60	25.93	35.20	31.14	43.10	36.99
355.00	357.20	12.50	12.00	13.60	14.78	16.90	18.15	21.10	22.39	26.10	27.24	32.20	32.92	39.70	39.56	48.50	46.90
400.00	402.40	14.00	12.00	15.30	18.74	19.10	23.14	23.70	28.29	29.40	34.54	36.30	41.79	44.70	50.18	54.70	59.56
450.00	452.70	15.60	12.00	17.20	23.70	21.50	29.27	26.70	35.85	33.10	43.75	40.90	52.92	50.30	63.53	61.50	75.35
500.00	503.00	17.50	12.00	19.10	29.23	23.90	36.11	29.70	44.29	36.80	53.98	45.40	65.30	55.80	78.28		
560.00	563.40	19.60	12.00	21.40	36.64	26.70	45.19	33.20	55.49	41.20	67.73	50.80	81.81	62.50	98.22		
630.00	633.80	22.10	12.00	24.10	46.43	30.00	57.09	37.40	70.28	46.30	85.60	57.20	103.65	70.30	124.29		

NB: Schedule of delivery to be completed and agreed at time of Contract signing

Schedule of Delivery and Completion

in accordance with ITT 15 Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____						
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Kenya to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit		
[insert number of the Service]	[insert name of Services]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]		

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____ Request for Tenders No: _____ Date: _____ TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)] _____

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: ____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of ____ under Request for Tenders No. ____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.
Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF TENDER-SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[Insert number of tendering process]*

To:.....*[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of*[insert number of months or years]* starting on*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)
.....

Name:.....
.....

Duly authorized to sign the bid for and on behalf of:*[insert complete name of Tenderer]*. Dated on day of.....
[Insert date of signing].

Seal or stamp.

MANUFACTURER'S AUTHORIZATION FORM

[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of ITT process]*

Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*

To: *[Insert complete name of Procuring Entity]* WHEREAS

We..... *[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us.....*[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:..... *[Insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[Insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title:..... *[Insert title]*

Dated on ____ day of _____, _____*[insert date of signing]*

PART 2: SUPPLY REQUIREMENTS

Section V - Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to tenderers pursuant to the *Incoterms* rules that “delivery” takes place when goods are delivered **to the final place of delivery**, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. List of Goods and Delivery Schedule

SHALL BE AGREED UPON DURING CONTRACT SIGNING

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date <i>[to be provided by the tenderer]</i>
<i>No]</i>	<i>[insert description of Goods]</i>	<i>Quantities to be agreed at the time of contract signing</i>	<i>physical unit for the quantity]</i>	<i>place of Delivery</i>	<i>Number of days following the date of effectiveness the Contract]</i>	<i>Number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
1	Supply of sewer pipes and fittings	<i>Quantities to be agreed at the time of contract signing</i>	NO.	KITWASCO Central Stores	7	14	

2	Supply of Valves and GI fittings	<i>Quantities to be agreed at the time of contract signing</i>	NO.	KITWASCO Central Stores	7	14	
3	Supply of UPVC Pipes and fittings	<i>Quantities to be agreed at the time of contract signing</i>	NO.	KITWASCO Central Stores	7	14	
4	Supply of HDPE pipes and Fittings	<i>Quantities to be agreed at the time of contract signing</i>	NO.	KITWASCO Central Stores	7	14	
5	Supply of PPR Pipes and fittings	<i>Quantities to be agreed at the time of contract signing</i>	NO.	KITWASCO Central Stores	7	14	

List of Related Services and Completion Schedule

NB: TO BE AGREED DURING CONTRACT PERIOD

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

¹If applicable

2 Technical Specifications

- 2.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:
- i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
 - ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
 - iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
 - iv) The PPRA encourages the use of metric units.
 - v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
 - vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
 - vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.
 - viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b) Any sustainable procurement technical requirements shall be clearly specified.
- 2.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
- i) Detailed tests required (type and number).
 - ii) Other additional work and/or Related Services required to achieve full delivery/completion.
 - iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.
 - iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- 2.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

- 2.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.
- 2.5 If a summary of the Technical Specifications(TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

Summary of Technical Specifications: The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

Detailed Technical Specifications and Standards *[insert whenever necessary]. [Insert detailed description of TS]*

3. Drawings

This Tendering document includes.....*[Insert “the following” or “no”] drawings. [If documents shall be included, insert the following List of Drawings].*

List of Drawings		
Drawing No.	Drawing Name	Purpose

4. Inspections and Tests

The following inspections and tests shall be performed:..... *[Insert list of inspections and tests]*

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC**.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “**Base Date**” means a date 30 day prior to the submission of tenders.
- n) “**Laws**” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “**Letter of Acceptance**” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) “**Procuring Entity**” means the Entity named in the Special Conditions of Contract.

2. Interpretation

21. If the context so requires it, singular means plural and vice versa.

22. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

- 31 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- 32 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

52 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.2 **Arbitration proceedings shall be conducted as follows:**

- 1021 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.
- 1022 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 1023 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 1024 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.
- 1025 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.
- 1026 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.
- 1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

103 Arbitration Proceedings

- 1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Kenya National Chamber of Commerce
- ii) Chartered Institute of Arbitrators (Kenya Branch)
- iii) The Law Society of Kenya

- 1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

1033 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

104 Arbitration with Foreign Suppliers

- 1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

1042 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

105 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

106 Failure to Comply with Arbitrator's Decision

1061 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the **SCC**.

152 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: (*corrected tender price – tender price*)/tender price X 100.

16. Terms of Payment

161 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.

162 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.

163 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.

164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

165 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

181 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

182 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

183 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.

184 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
 - b) now or hereafter enters the public domain through no fault of that party;
 - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier 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. During transit, the packing shall be sufficient to withstand, without limitation, rough

handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 232 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, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC**:

- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further,

if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

292 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

293 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

294 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

295 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

- a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and
- b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 321 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.
- 322 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 323 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments**
- 331 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - b) the method of shipment or packing;
 - c) the place of delivery; and
 - d) the Related Services to be provided by the Supplier.
- 332 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 333 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 334 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 335 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerates the delivery period; or
 - b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
 - c) improves the quality, efficiency or sustainability of the Goods; or
 - d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.
- 336 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in

(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - ii) if the Supplier fails to perform any other obligation under the Contract; or
 - iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>Kitui Water and Sanitation Co.</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>Incoterms</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For <u>notices</u> , the Procuring Entity's address shall be: P.o Box 341-90200-Kitui. Attention: <i>The Managing Director</i> Postal address: P.o Box 341-90200, Kitui. Physical Address: Kyangwithya Misewani Road, Opposite the Governor's Office, 150 M off Gate B Telephone: 0701 545 554 Electronic mail address: <i>Not applicable</i>
GCC 10.4.2	The place of arbitration shall be ----- (Nairobi, Kenya).
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>[such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details]</i> The above documents shall be subject to the list of goods as per the attached price schedule The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>"shall not," be adjustable.</i> If prices are adjustable, the following method shall be used to calculate the price adjustment: <i>N/A</i>
GCC 16.1	<i>Sample provision</i> GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for locally supplied goods) Supplier shall forward an Invoice, green copy of the Local Purchase Order and signed delivery note from the stores to the Procurement Department for forwarding to the Finance department for processing payment. Payment shall be made 30 (thirty days) after acceptance of the goods in to the

	KITWASCO Stores. A. Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in <i>Kenya Shillings</i> in the following manner: (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering document or another form acceptable to the Procuring Entity. (ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12. (iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. B. Payment of local currency portion of a foreign Supplier shall be made in <u>Kenya shillings</u> within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed. C. Payment for Goods and Services supplied from within Kenya: Payment for Goods and Services supplied from within Kenya shall be made in _____ <i>Kenya Shillings</i> as follows: (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity. Advance payment shall not apply. (ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. The bank guarantee shall then be released. (iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>150</i> days. The interest rate that shall be applied is <i>[insert number]</i> 0.5%
GCC 18.1	A Performance Security “ <i>shall not</i> ” be required
GCC 18.3	If required, the Performance Security shall be in the form of: <i>[insert “a Demand Guarantee” or “a Performance Bond”]</i> <i>N/A</i> If required, the Performance security shall be denominated in <i>N/A</i>

GCC 18.4	Discharge of the Performance Security shall take place: <i>N/A. sub clause GCC 18.4]</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: conform to special requirements for different types of goods as per ministry of Transport guidelines in line with different modes of transport and types of goods. <i>Appropriate packing for each type of category of goods. The packages shall bear the name of the Company; KITWASCO or Kitui Water.</i>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: <i>Goods shall be insured by the supplier during transit, the client (Kitui Water and Sanitation Co) shall assume responsibility for goods that are delivered and accepted into the company stores.</i>
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert “The Supplier is required under the Contract to transport the Goods to Manyenyoni, off Majengo Road, Kitui Town, Kenya, defined as the final destination Site, transport to such place of destination in Kenya, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (responsibilities of the Procuring Entity and the Supplier)</i>
GCC 25.2	Incidental services to be provided are: Transportation, assembly, maintenance of the supplied goods for a period of 3 months <i>[The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
GCC 26.1	The inspections and tests shall be: <i>Performance tests, characteristics assessment on conformity to specification codes, performance accuracy of supplied materials, compliance with government regulations on safety, usability,</i> <i>(Half a year] six months or at the request of the procuring entity.</i>
GCC 26.2	The Inspections and tests shall be conducted at: Supplier’s premises or KITWASCO as shall be agreed
GCC 27.1	The liquidated damage shall be: <i>[insert number] 0.5% per week</i>
GCC 27.1	The maximum amount of liquidated damages shall be: <i>[insert number] % 5% of contract price. Termination of contract for continued non-compliance with contractual terms</i>
GCC 28.3	The period of validity of the Warranty shall be: <i>[180] days</i> For purposes of the Warranty, the place(s) of final destination(s) shall be: Kyangwithya –Misewani Road, Opposite the Governor’s office, 150 M off Gate B

	<i>Sample provision</i> GCC 28.3—In partial modification of the provisions, the warranty period shall be _____ hours of operation or __6 months__ from date of acceptance of the Goods whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, or (b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_0.5%_____). <i>[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(f)]</i>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: <i>[14 days]</i> days.
GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ____% (insert appropriate percentage). The percentage is normally up to 50%) of the reduction in the Contract Price.

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1 For the attention of Tenderer's Authorized Representative

- i) Name:___[insert Authorized Representative's name]
- ii) Address:___[insert Authorized Representative's Address]
- iii) Telephone:___[insert Authorized Representative's telephone/fax numbers]
- iv) Email Address:___[insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2 Date of transmission:___[email] on [date]___(local time)

This Notification is sent by___(Name and designation) _____

3 Notification of Intention to Award

- i) Employer:___[insert the name of the Employer]
- ii) Project:___[insert name of project]
- iii) Contract title:___[insert the name of the contract]
- iv) Country:___[insert country where ITT is issued]
- v) ITT No:___[insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4 Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

- i) Name of successful Tender_____
- ii) Address of the successful Tender _____
- iii) Contract price of the successful Tender Kenya Shillings___(in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				

(Note a) State NE if not evaluated

- 5 How to request a debriefing
 - a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
 - b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
 - c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: *__[insert full name of person, if applicable]*
 - ii) Title/position: *____[insert title/position]*
 - ii) Agency: *__[insert name of Employer]*
 - iii) Email address: *____[insert email address]*
 - d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
 - e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
 - f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.
- 6 How to make a complaint
 - a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
 - b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *__[insert full name of person, if applicable]*
 - ii) Title/position: *____[insert title/position]*
 - iii) Agency: *__[insert name of Employer]*
 - iv) Email address: *____[insert email address]*
 - c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
 - d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
- i) You must be an ‘interested party’. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. **Standstill Period**

- i) **DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....**APPLICANT**

AND

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

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

- 1.
- 2.

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

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____*[Date]*

To:____*[name and address of the Supplier]*

Subject:_____ ***Notification of Award Contract No.***

This is to notify you that your Tender dated_____ ***[insert date]*** for execution of the _____ ***[insert name of the contract and identification number, as given in the SCC]*** for the Accepted Contract Amount of__ ***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature:_____ Name and Title of Signatory:_____ Name of Agency:___

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ *[insert: **number**]* day of _____ *[insert: **month**]*, *[insert: **year**]*. BETWEEN (1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called “Procuring Entity”), of the one part; and (2) _____ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., _____

[insert brief description of Goods and Services] and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
- a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
- iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.
3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate designation]* In the presence of _____ *[insert identification of official witness]* **For and on behalf of the Supplier**

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of _____ *[insert title or other appropriate designation]* in the presence of _____ *[insert identification of official witness]*

FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with *(name of Employer)* _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *(in words)*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....2, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Oblige (hereinafter called “the Employer”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to

Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

- 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20____.

SIGNED ON _ on behalf of _

By _____ in the capacity of ____

In the presence of ____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words _____) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at -----.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of _____, 2____, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

_____ *[Name of Authorized Official, signature(s) and seals/stamps]*

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or indirectly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____[insert identification no] Name of the Assignment: _____[insert name of the assignment] to: _____[insert complete name of Procuring Entity]

In response to your notification of award dated _____[insert date of notification of award] to furnish additional information on beneficial ownership: _____[select one option as applicable and delete the options that are not applicable]

I) We hereby provide the following beneficial ownership information.
Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

- ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”

Name of the Tenderer:[insert complete name of the Tenderer]*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer:..... ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender:[insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]