

# TEACHERS SERVICE COMMISSION



## TENDER DOCUMENT FOR PROCUREMENT OF SERVICES

### INSTALLATION OF WATER PURIFICATION/REVERSE OSMOSIS UNIT. TSC/T/034/2017-2018

Teachers Service Commission  
Upper Hill, Kilimanjaro Road,  
Private Bag, 00100  
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## SECTION I - INVITATION TO TENDERERS

### **INVITATION TO TENDER FOR PROVISION OF INSTALLATION OF WATER PURIFICATION / REVERSE OSMOSIS UNIT TSC/T/034/2017-2018**

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- 1.1. The Teachers Service Commission invites sealed bids from eligible candidates for the provision of Installation of water Purification /Reverse osmosis Unit.
- 1.2. Interested eligible candidates may obtain further information and inspect the tender documents at **Teachers Service Commission House Kilimanjaro Road Upper Hill, 2<sup>nd</sup> Floor Podium Wing during normal working hours.**
- 1.3 You may obtain further information, inspect and obtain tender documents at the Procurement office, Teachers Service Commission House, 2<sup>nd</sup> Floor, Podium Wing. A complete hard copy tender document may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1,000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission**; and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded for free from the TSC websites: [www.tsc.go.ke/](http://www.tsc.go.ke/)
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and tender name and be deposited in the tender box provided at the **TSC House, Podium wing, Main Reception Ground floor**, or be addressed and posted to **The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi** to be received on or before **29<sup>th</sup> November, 2017 at 11.00am.**
- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **Teachers Service Commission House, 3<sup>rd</sup> Floor Podium.**

**NANCY NJERI MACHARIA**  
**COMMISSION SECRETARY**



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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form

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

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

- 2.6.1. The tender prepared by the tenderer, 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. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with

paragraph 8, 9,10 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

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

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

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

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.



## 2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;  
or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30  
or
  - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A

tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE 29<sup>th</sup> November 2017 at 11.00am**"

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than **29<sup>th</sup> November 2017 at 11.00am**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case

all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **29<sup>th</sup> November 2017 at 11.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

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

2.22.5 The tender evaluation committee shall evaluate the tender within **30 days** from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

a) **Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) **Award Criteria**

2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

**2.25 Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.12, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.26 Signing of Contract**

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

2.26.2 Within **fourteen (14) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

## **2.27 Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

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

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

ITT REF.	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to firms registered for the Installation of Water Purification/Reverse Osmosis Unit
2.3.2	<i>The cost of the manual Tender Document shall be Kshs. 1,000.00</i>
2.10	Tender Validity Period is 150 days from the closing date
2.11	Tender prices may be quoted in Kenya shillings
2.14	<i>The Tender Security is required.</i>
2.15	<i>The Tender Validity Period shall be 120 days</i>
2.16	<i>The bidder shall prepare two (combined Technical and Financial bids )copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate</i>
2.17	<p><i>The envelope shall:</i></p> <p><i>(a) be addressed to the TSC at the address given in the Invitation to Tender: <b>The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi</b></i></p> <p><i>(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” <b>29<sup>th</sup> November 2017 at 11.00am</b></i></p>
2.18.1	Tenders must be received by the Procuring entity at the address specified not later than <b>29<sup>th</sup> November, 2017 at 11.00am</b>
2.20	Opening of the combined technical and financial bids will be done in public at the time of closing the tender.
2.30	<i>TSC shall require a 2% unconditional performance security to be provided by the successful tenderer issued by a reputable bank or a PPRA approved insurance company based in Kenya or by cash</i>



**Evaluation Criteria**

The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents: -

**a) Mandatory Requirements (MR)**

No.	Requirements	Responsive or Not Responsive
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of Valid Tax Compliance certificate	
MR4	Submit copy of NSSF Compliance Certificate or Evidence of Registration	
MR5	Must provide details of physical address and contacts with copy of title or lease documents with latest utility bill	
MR6	Submit Copy of NHIF Compliance Certificate or Evidence of Remittance of Employees NHIF Contributions	
MR7	Must Fill the Price Schedule in the format provided	
MR8	Must submit Evidence of NCA/MWI Registration	
MR9	Must Fill the Form of Tender in the Format provided	
MR10	Must submit a Tender Security as Specified	
MR11	Must submit a dully filled up and stamped Confidential Business Questionnaire in format provided	

**At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.**

**Technical Evaluation**

This section (Technical Evaluation) will carry a total of 100% of the whole evaluation and will be as follows:

ITEM	DESCRIPTION	MAX POINTS
I	Number of years in Installation of water Purification /Reverse osmosis Unit. Each year of experience @ 2 mark, Maximum points = 10	10
II	<b><u>FORM OF TENDER</u></b> Completely filled----- 2 Partially filled----- 1 Not filled----- 0	2
III	Organizational Chart showing titles / roles of different persons (5 marks) – should not exceed 5 pages	5
IV	<b><u>SUPPLEMENTARY INFORMATION</u></b>	

	Completely filled ----- 2 Partially filled ----- 1 Not filled ----- 0	2	
V	Audited financial account for the last 3 years @2 marks per year Liquidity ratio 1.-1.5 @ 2 marks Gross margin @ 2marks	10	
VII	<u><b>KEY PERSONNEL (ATTACH EVIDENCE)</b></u> 5 years or above experience (copies of CV / Certificates submitted 5 years or above experience (copies of CV / Certificates not submitted) @2marks each	10	
V111	<u><b>SCHEDULES OF CONTRACTORS EQUIPMENT</b></u> * Means of transport / equipment indicated with details given-----2 * No means of transport indicated----- 0	2	
IX	<u><b>INSURANCE COVERS</b></u> * Schedule completed----- 1 * Schedule not completed----- 0	1	
X	<u><b>SIMILAR WORKS</b></u> Provide at least 5 clients and references to which the company has offered similar services in the last 3 years. Bidders must provide reference letters with the firm's letterhead, and that are duly signed and stamped by the relevant officer. Bidders must use the format provided in Section 5: Schedule of Requirements. Each Client @ 3 marks	15	
XI	<u><b>LITIGATION HISTORY</b></u> * Completed the form----- 1 * Partially completed the form----- 0.5 * Not completed the form----- 0	1	
XII	12 Months Bank Statements (Up to xxx 2017)	2	
X111	<u><b>ADEQUACY OF TECHNICAL INFORMATION</b></u> a). Submitted adequate technical literature/ brochures including curves-- 8 b). Submitted partial literature and brochures but no Performance curves-- - 4 c). Not submitted ant technical literature ----- 0	8	
X1V	<u><b>PUMP</b></u> a). i) Pump body casing (stainless steel)-----5 ii). Other materials-----0 b). i). Load speed (2800 – 3000 RPM)-----3 ii). Load speed outside the above range-----0 c). i). Make, Model, or Type indicated-----2 ii). Make, model, or Type not indicated-----0 d). i). Manufacturer and Country of origin indicated-----2	16	

	ii). Manufacturer and Country of origin indicated-----0 e). i). Minimum pump efficiency at the duty point shall be 55%-----4		
XV	<b>B. MOTOR</b> a). i). Motor body (stainless steel)-----3 ii). Body made of other materials:-----0 b). Must satisfy the pump rating requirements.-----2 c). Make, model, or Type indicated-----1 d). Minimum winding insulation class shall be (B).-----1 e). Manufacturer and Country of origin indicated-----1	8	
XV1	<b>D. PUMP STARTER</b> a). i). Rating (Kw) indicated and meets pump specifications:-----4 ii). Not Indicated/indicated but do not meet pump specs----- 0 b). i). Make, model, or Type indicated-----2 ii). Make, model, or Type not indicated----- 0 c). i). Mode of starting indicated ( DOL, Star-Delta, etc)-----2 ii). Mode of starting not indicated-----0	8	
	<b>TOTAL</b>	<b>100</b>	

**THE PASS MARK WILL BE 75 MARKS TO ADVANCE TO FINANCIAL EVALUATION**

**FINANCIAL EVALUATION**

**THE TENDER WILL BE AWARDED TO THE LOWEST BIDDER**

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

**N.B** Due diligence will be conducted after tender evaluation but prior to the award of the tender to confirm and verify the qualifications of the tenderer, who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with the Act .

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

- 3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.4 Patent Right’s**

- 3.4.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.5 Performance Security**

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

- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

- 3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.8 Prices**

- 3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.11 Termination for insolvency**

3.11.1 The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.12 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.14 Governing Language**

3.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.15 Force Majeure**

3.15.1 The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.16 Applicable Law.**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.17 Notices**

3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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



**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.5	Specify performance security if applicable:
3.7	Specify method Payments. <b>Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s). The invoice must portray the amount payable as follows:</b> <b>i. The Service charge amount due to the service provider</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>

**SECTION V - SCHEDULE OF REQUIREMENTS**

**5.1 Bidder’s Experience Requirements**

Potential suppliers are required to submit details of at least five (5 No.) organisations where they have undertaken similar services in the format given below. This is so that references may be obtained. Ensure you have provided reference letters from the organisations duly signed and stamped by the relevant officer. The reference letters must be in the organisations letterheads.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
5	Name of company	
	Name of contact person	

Ensure you have provided reference letters for **ALL** the above organizations, duly **signed** and **stamped** by the relevant officer.

The reference letter **MUST** be on the organization's letterhead.

## **SECTION VI - DESCRIPTION OF SERVICES/ SPECIFIC TASKS**

### **TECHNICAL SPECIFICATIONS**

#### **6.1 GENERAL**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. This contract comprises the drilling, construction, development; test pumping, water quality analysis and erection of a gantry. The drill sites are indicated in the zone allocation list.

### **MOBILIZATION, DEMOBILIZATION AND RESTITUTION**

- 6.2.1** The Contractor shall mobilize to the site in accordance with the Agreed Program
- 6.2.2** The Contractor shall minimize disturbance to neighboring plots. This shall particularly include ensuring not to create a nuisance either to the public or private property.
- 6.2.3** Site re-instatement under the conditions of contract shall include the removal of all Unwanted debris. Site re-instatement is deemed an integral part of mobilization. This activity shall be costed taking into account the items above and expressed as a lump sum.

### **ELECTRO – MECHANICAL WORKS SPECIFICATIONS**

#### **1. ELECTRICAL WORKS**

##### **1.1. REGULATIONS AND STANDARDS**

The complete electrical installation shall be carried out by a competent Contractor and in accordance with the specifications and compliance with the following;

- (a). Kenya Bureau of Standards
- (b). Regulations for the Electrical Equipment of Buildings (Latest Edition) issued by the Institution of Electrical Engineers of Great Britain.
- (c). IEC standards.
- (d). Electric Power Act and the Rules made there under.
- (e). Kenya Power & Lighting Co. Ltd Regulations and Bye-Laws.
- (f). Government Electric Specifications GES 1 and 2 which can be viewed at the office of the Chief Electrical Engineer, Ministry of Roads, Public Works and Housing.
- (g). Industrial Safety Regulations currently in force.

## **1.2. SWITCH GEAR PANELS, INSTRUMENTATION PANELS, STARTER PANELS AND OTHER ELECTRICAL ENCLOSURES**

Unless otherwise specified, all shall be surface mounting, water tight, corrosion resistant, dust-proof and resistant to attack by oils and grease. They shall be fabricated from heavy gauge 16 swg, folded, spangled, galvanized and rust protected sheet steel of minimum thickness 1.5mm. They shall be finished in a two tone, heat resistant, non-peeling-off stoved gray enamel paint or epoxy powder coating.

## **1.3. ELECTRIC CABLES**

Unless otherwise specified, all cables shall be made of copper material and conform to BSS 6004, 600/1000 volts grade.

- (i). Unarmored cables shall be pvc insulated.
- (ii). Armored cables shall be PVC SWA PVC copper cables.

## **1.4 GS CABLE TRUNKING**

The trunking shall be manufactured from heavy duty hot dip galvanized mild steel sheet of minimum thickness 1.25 mm with screw-in and twist-to lock top lid.

## **1.5 PUMP SET STARTER**

It shall be 3 phase, 415 vac vac, 50/60 Hz Direct-On line. It shall be in a water tight, front access, hinged door, lockable enclosure fully wired labeled and comprising of

- Appropriate rating contactor / appropriate rating thermal overload.
- push buttons (green marked “START”, black marked “STOP/RESET”).
- Integral TPN (MCB) type 2.
- 1 No. 50x50mm AC ammeter of appropriate range.
- 1 No. 50x50mm AC voltmeter of range 0-500 vac.c/w protection mcb/fuse.
- MP 204 pump control device
- appropriate and indicated Pilot indicator lights
- Hours run counter range 0-99999 hours.
- Cable terminal blocks of appropriate rating.

## **1.6 MOTOR**

The motor shall be the two pole canned asynchronous, totally enclosed , 3 phase, \ 15 vac, squirrel cage, induction type, continuously rated and of minimum CLASS “ B” insulation. The entire body including the shaft shall be made of heavy duty stainless steel material.

## **1.7 PUMP**

The pumps shall be the high pressure, vertical mounting, multi-stage, centrifugal type running at a full load speed of not less than 2900 rpm. The entire pump body including the strainer, cable guard, non- return valve, impellers, shaft, locking nuts and washers shall be made of heavy duty stainless steel material. The bearings shall be the water lubricated type, wear resistant. The impeller(s) shall be hydraulically and dynamically balanced.

## **1.8 WATER LEVEL CONTROL ELECTRODES**

All the electrodes shall be made of stainless steel material **AISI 304 as Omron** or similar approved quality made of stainless steel. They shall be of size 6.0 mm diameter and 120mm length (D6x120mm) and in their tough moulded shrouds.

### **1.19 LIGHTING FITTINGS AND SOCKET OUTLETS**

Unless otherwise specified, they shall be rated so as to operate on single phase, 220-240 vac, 50/60 Hz power supply mains. they shall be the energy saving type, 1200mm single fluorescent fitting as Thorn, power factor compensated c/w tube and starter. Pump house lighting shall be water tight and corrosion resistant to water.

## **6.20 WIRING METHODS OF ELECTRICAL INSTALLATIONS AT MEDIUM AND LOW VOLTAGE**

- (i). **SYSTEM “A”**  
Plastic insulated cables enclosed in screwed steel conduit or trunking on the surface of walls and ceilings or in the roof space.
- (ii). **SYSTEM “B”**  
Plastic insulated wires armored cables laid on the surface of walls, cable trays, in cable trenches or ducts.
- (iii). **SYSTEM “C”**  
Plastic insulated cables clipped to the roof members and run in metal or plastic conduit drops concealed in walls or ducts formed in the fabric of the building.

### **6.21 PERFORATED CABLE TRAYS**

The tray shall be U-shaped, fabricated from hot dip galvanized heavy gauge (16 swg) sheet steel plate of minimum thickness 1.5mm. The tray shall have 2 No. GS brackets firmly welded at the back for wall mounting. The perforations shall be 25mmLx2.5mmW spaced at 15mm interval.

### **6.22 1.18 SYSTEM BONDING**

All non-conducting metallic parts which form part of the electrical system or are within the vicinity/route of the electrical system shall be effectively bonded to the main earthing system.

### **6.23 EARTHING SYSTEM**

All the electrical installation earthing conductors shall be connected to the earth electrode through an earth lead. The earth lead shall be firmly connected to the electrode by means

of the clamp, after which a thin film of grease or Vaseline shall be applied at the clamp area for protection against corrosion.

#### **6.24 AVAILABILITY OF SPARE PARTS**

The Contractor shall indicate local registered companies which stock spares and carry out repairs/maintenance of the equipment (generator, motor, pump starter etc) that he/she has offered.

## **2. MASONRY AND BUILDING WORKS**

All wall construction works shall conform to B.S 882 and shall be executed to a fine finish. All dressed stones shall be sandstone and shall be free from vents, clay holes, discoloration or other defects and shall be of even texture and color.

The mortar for bedding and jointing shall consist of one part ordinary Portland cement to B.S. 12, one part lime and six parts sand.

### **2.1 REGULATIONS AND STANDARDS.**

The complete work shall be carried out as per the specifications and complying standards:

- (a). **World Health Organization Safety Regulations and Standards.**
- (b). **Kenya Bureau of Standard**

## **2 TECHNICAL LITERATURE**

- (a). The bidder **MUST** submit adequate technical literature to assist in evaluation.
  - The literature information shall **INCLUDE**;
  - Performance curves for the pump set (effects of altitude, temperature, pump capacity VS Head, Efficiency, Power consumption, etc).
  - Make, type model and country of origin of the generator, pump, motor, pump starter etc.
  - Specifications of materials used in the construction of the components of the pump, motor etc.
  - Any other information the bidder may deem is important in evaluation as well as **BOOSTING** his/her chances of winning the bid
  -
- (b). **THE WINNER OF THE BID MUST SUBMIT THE FOLLOWING;**
  - 1 No. set of the **User manual** for the pump set.
  - Written Warranty document of minimum 12 months for the pump set, starter etc.
  - 1 No. SET of original film and 3 No. SETS each of as-fitted electrical schematic drawings, control wiring drawings for main switch gear, pump starter, cabling and water pipe lay out between borehole and tank.
- (c). **FAILURE TO SUBMIT**
  - Failure to submit **3 (a)** will result to disqualification.

Failure to submit 3 (b) will lead to the delay in the release of retention money.

## SECTION 7

### PREAMBLE TO BILLS OF QUANTITIES

1. The Bills of Quantities are an integral part of the Contract documents and must be read in conjunction with the conditions of contracts, instruction to Bidders, specifications and drawings.
  2. The brief descriptions of works under the items in the Bill of Quantities are purely for the purpose of establishing a standard to which a Contractor shall adhere. Otherwise alternative brands of equal and approved quality will be accepted.
- 30 The rates and prices inserted by the Bidder in the Bill of Quantities shall be deemed to include all obligations under the Contract including but not limited to supply of materials, labor, delivery to site, storage on site, installation, testing, commissioning, overhead charges, incidentals, contingency expenses and profits and all taxes ( **including VAT 16%** ). In accordance with Government policy, the 16% VAT shall be deducted from all payments made to the Contractor, and the same shall be forwarded to the **Kenya Revenue Authority (KRA)**.
- 31 All prices omitted from any item, section, part of the Bills of Quantities shall be deemed to have been include to another item, section or part thereof. Should the Contractor install any material not specified herein before receiving **written approval** from the Project Manager, the Contractor shall remove the material in question and , **at his/her own cost**, install the proper material.
- 32 The words "**TAKE CUSTODY**" shall be taken to mean delivery, unloading, stocking, getting from the store, transporting, unloading, getting into position for fixing all the materials concerned and all other contingency expenses.
- 33 The grand total of prices in the price summary page must be carried forward to the Form of Tender/ **Form of Bid for the tender to be valid.**
7. Where dimensions are entered:-
    - mm - means millimeters
    - LM - means Linear meter
    - L - means Length
    - W - means Width
    - D - means Depth
    - DN - means Diameter Nominal
    - PN - means Pressure Nominal
    - LS - means Lump sum.
  8. Tenderers **MUST** enclose, together with their submitted tender, manufacturer's brochures detailing technical literature and specifications of the equipment that they intend to offer. Where the brochures contain different models and sizes of the equipment, the bidders **MUST** clearly mark out the model and size of equipment they intend to offer by using a 'mark pen'. **Where brochures are to be used for tender evaluation and the tenderers have not enclosed them in their tenders, then the same shall be sought from the**

tenderers to assist in the evaluation process.

STATEMENT OF COMPLIANCE

- a) **I confirm compliance of all clauses of the General Conditions, Particular.**
- b) **Conditions, General Specifications and Particular Specifications in this Tender.**
- c) **I confirm that, I have not made and will not make any payments to any person, who can be perceived as an inducement to win this tender.**

Signed:.....  
for and on behalf of the Tenderer

Date:.....

Official Rubber Stamp:.....



# INSTALLATION OF WATER PURIFICATION / REVERSE OSMOSIS UNIT

## B I L L S O F Q U A N T I T I E S

### BILL NO. 1 - PRELIMINARY AND GENERAL ITEMS

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	RATE (KSHS)	A M O U N T	
					KSHS	CTS
	<b>PRELIMINARY ITEMS</b>					
1.01	Allow provision for insurance in accordance with Clauses 21, 23 and 24 of the Conditions of Contract II	LS	ITEM		250,000	00
	<b>1.2 GENERAL ITEMS</b>					
1.02	Allow amount for stationery, communication, photo copying services , toners etc the Project Manager and his staff.	L.S	ITEM		20,000	00
1.2.1	Allow amount for upkeep of the Resident Engineer and his supervisory staff on site.	P.S	SUM		90,000	00
1.2.2	Allow amount to cover transport services and upkeep for Ministry of Water and Irrigation Headquarters supervision staff	P.S	SUM		75,000	00
1.2.3	Contractor's overheads and attendance upon items 1.2.1, 1.2.2 and 1.2.3.	----	%			
<b>TOTAL CARRIED FORWARD TO PRICE SUMMARY SHEET</b>						

## EQUIPPING WORKS

### BILL NO. 2.0 - WATER TREATMENT / REVERSE OSMOSIS PLANT

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	RATE (KSHS)	A M O U N T	
					KSHS	CTS
2.01	<p>Supply, deliver to site, install, inter-connect, wire and test a reverse osmosis plant. Component inter-connection shall be carried out to conform with the existing inlet GI pipe work delivering water to the basement tank with the following features;</p> <ul style="list-style-type: none"> <li>- Frame mounted with all components accessible.</li> <li>- Low energy consumption.</li> <li>- long life.</li> <li>- High efficiency DOW filmtec RO membranes housed in strong corrosion proof FRP pressure vessels.</li> <li>- high treatment performance with up to 98% salt rejection.</li> <li>- High pressure in line multi stage stainless steel vertical mounted feed pump 3 phase 415 vac rated at 7.5 kw (10 hp) mounted to have a maximum head of 20 m and deliver 8m<sup>3</sup>/hr.</li> <li>- operating pressure of between 12 – 20 bar</li> <li>- system monitoring accessories including inlet and outlet flow meters, pressure gauges and conductivity meter.</li> <li>- electronic controller for fully automated plant operation including start up, periodic flush cycle and shut down as well as various system alarms</li> <li>- Sediment removal and carbon cartridge pre filters.</li> <li>- corrosion resistant stainless steel high pressure and plastic low pressure pipes and pipe fittings.</li> <li>- Safety margin of the net positive suction head of 1 meter</li> <li>-7.5Kw, 3 phase, 415 vac Direct On-Line starter With Thermal over load range shall be 23-32 amps set at 32 amps <b><u>c/w MP204 control unit</u></b></li> </ul>	1	Unit			
<b>TOTAL BILL No. 2.0 - CARRIED OVER TO COLLECTION SHEET No. "A"</b>						

**BILL NO. 2.1 - ASSOCIATED ASSESSORIES**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT	
					KSHS	CTS
2.1.01	Supply, deliver to site, lay , 16 mm <sup>2</sup> /3 core pvc swa pvc copper cable, Wire to both the starter and the cable termination box.	40	RM			
2.1.02	Supply, deliver to site cable gland c/w lock-nut and shroud for; (i). 1.5mm <sup>2</sup> /2 core pvc swa pvc copper cable. (ii) 16.0 mm <sup>2</sup> /3 core pvc swa pvc copper cable	2 2	No. No			
2.1.03	Supply, deliver to site and install a DN65 GI class “B” water pipe c/w socket as directed.	20	RM			
2.1.04	Supply, deliver to site and install DN65 high quality heavy duty water meter (threaded) with flanged connections type ABB or similar approved quality range 0 – 20 m <sup>3</sup> /hour made of cast iron , a dry dial for clear reading and a removable measuring mechanism..	1	RM			
2.1.05	Supply, deliver to site and install PN16xDN65 GS heavy duty non-return valve (threaded).	1	No			
2.1.06	Supply, deliver to site, install and test pressure gauge type kent or similar approved quality heavy duty of range 0 – 15.0 kg/cm <sup>2</sup> c/w all connections and fittings	1	No			
2.1.07	Supply, deliver to site and install PN16xXDN65 heavy duty gate valve, female threaded (Peugler).	1	No			
2.1.08	Supply, deliver to site, install and test D6x120mm stainless steel electrodes in protection shrouds each c/w 2.0 meters of 1.0mm <sup>2</sup> sc rubber submersible electrode cable and wire to the cable termination box. The electrodes shall be in DN20 uPVC class “B” perforated water pipe fixed firmly vertically.	1	Pair			

	<b>TOTAL BILL No. 2.1- CARRIED OVER TO COLLECTION SHEET No. "A"</b>		
--	---	--	--

**BILL NO. 2.2 - WATER TREATMENT / REVERSE OSMOSIS PLANT CONTROL ROOM**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT	
					KSHS	CTS
2.2.01	Supply all materials, deliver to site, prepare and construct wall control room of internal size 6 ML x 5.5MW. It shall have burglar-proof steel door (2.0mmthick plates) with heavy duty stainless steel padlock, with insect-proof steel wire gauze ventilation perforations installed in the windward direction. The finished floor shall be 400 mm above the ground level. The floor slab shall be BRD 140:1:2:4.	L.S	Item			
2.2.02	Supply Deliver and install a Three phase triple pole 415 vac 32 amperes wall mounted MCCB in a metallic water proof , corrosion resistant enclosure with knock outs to facilitate cable entry.	1	No			
2.2.03	Install 1000 litres PVC ribbed water tank to facilitate storage of waste water from the treatment plant unit and connect the same to the main water and sewerage drain. This shall include GI pipes, sockets and unions installed so as to allow flow via gravity.	L.S	Item			
2.2.04	And apply 3 coats of emulsion water proof moon light paint to the newly constructed control room	L.S	Item			
2.2.05	Supply, Install and test Fire/smoke detection alarm system inside the control room and link it to the existing system.	L.S	Item			
<b>TOTAL BILL No. 2.2 - CARRIED OVER TO COLLECTION SHEET No. "A"</b>						

**BILL NO. 2.3 OVERALL SYSTEM PERFORMANCE TEST AND SITE CLEARANCE**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT	
					KSHS	CTS
2.3.1	Carry out electrical earth bonding and wiring connections	LS	Item			
	<b><u>ELECTRICAL TYPE TESTS</u></b>					
2.3.2	Carry out all the electrical type tests on the electrical installation and ensure that the system complies fully with the I.E.E and Kenya Power & Lighting Co. Ltd Regulations and Bye Laws.	LS	Item			
2.3.3	Test the whole system (10 hours each day) to the satisfaction of the Engineer. Ensure that the water reaches the tank.	3	Days			
2.3.4	<b>Carry out training for staff members.</b>	1	Day			
2.3.5	Prepare and submit to the Engineer; (i). Simple <b>operation Manual</b> (ii). <b>As-fitted drawings</b> showing the pipe and cable lay out and connections on A4 paper	4 4	No. No.			
2.3.6	Allow making good and surface reinstatement at the location to the Project Manager's satisfaction.	LS	Item			
2.3.7	Commission the project and hand-over	L.S	Item			
<b>TOTAL BILL No. 2.3 - CARRIED OVER TO COLLECTION SHEET No. "A"</b>						

**COLLECTION SHEET No. "A"**

S/No.	ITEM DESCRIPTION	AMOUNT	
		KSHS	CTS
1	<b>TOTAL BILL No. 2.0</b>		
2	<b>TOTAL BILL No. 2.1</b>		
3	<b>TOTAL BILL No. 2.2</b>		
4	<b>TOTAL BILL No. 2.3</b>		
	<b>OVERALL TOTAL BILL No. 2 – CARRIED OVER TO PRICE SUMMARY SHEET</b>		

**BILLS OF QUANTITIES PRICE SUMMARY SHEET**

S/No.	ITEM DESCRIPTION	AMOUNT	
		KSHS	CTS
1	TOTAL BILL No. 1 (PRELIMINARY AND GENERAL ITEMS)		
2	TOTAL BILL No. 2 (EQUIPPING WORKS / CONSTRUCTION)		
	<b>TOTAL 1</b>		
	CONTIGENCIES (10 % OF TOTAL 1)		
	<b>OVERALL TOTAL BILL CARRIED TO FORM OF BID</b>		

AMOUNT KSHS (WORDS)

.....  
 .....

(AMOUNT IN FIGURES = KSHS.....)

SIGNED.....  
 (BIDDER)

NAME.....

COMPANY OFFICIAL STAMP .....

DATE .....

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form-** The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.

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**FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. TSC/034/2017-2018

To: **The Secretary**  
**Teachers Service Commission**  
**P. O. Private Bag**  
**NAIROBI**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. \_\_\_\_\_ *[insert numbers,* the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of *[As per the price Schedule]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity of]*  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....</p> <p>Fax ..... Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

	<p align="center"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p align="center"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p align="center"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

**FORMAT OF TENDER SECURITY INSTRUMENT**

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”)

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 by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_day of \_\_\_\_\_ 20 \_\_\_.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

\_\_\_\_\_  
[Date ]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Seal]

**FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**

# TEACHERS SERVICE COMMISSION



## SITE VISIT FORM

---

Name of the Bidder.....

AREA	DETAILS	PLEASE TICK (✓) IF VISITED

This is to certify that the named bidder visited the station and has been shown a sample of the required equipment in the tender document.

TSC Rep. Name: .....Signature: ..... Date:  
.....

Official Stamp

Contractors Rep: Name: ..... Signature: .....

Date:.....

Official Stamp