



Enriching Life

NAKURU WATER AND SANITATION SERVICES COMPANY
LIMITED

TENDER NO. NAWASSCO/34/2020/2021

**SOLAR INSTALLATION AND COMMISSIONING
FOR BAHARINI BOREHOLE**

NAKURU WATER AND SANITATION SERVICES COMPANY
LIMITED
P.O. BOX 16314
NAKURU

CLOSING DATE: 29th June 2021

TENDER NO. NAWASSCO/34/2020/2021.....	1
TENDER NOTICE.....	Error! Bookmark not defined.
SECTION 1 INSTRUCTION TO TENDERERS.....	Error! Bookmark not defined.
1. Eligible Tenders.....	5
2. Cost of Tendering	5
3. The Tender Document	5
4. Clarification of Documents	6
5. Amendment of Documents.....	6
6. Preparation of Tenders	6
7. Documents Comprising the Tender	6
8. Tender Form.....	7
9. Tender Prices	7
10. Tender Currencies.....	7
11. Tenderers Eligibility and Qualifications	7
12. Tender Security.....	7
13. Validity of Tenders	8
14. Format and Signing of Tender	9
15. Sealing and Marking of Tenders	9
16. Deadline for Submission of Tenders	10
17. Modification and Withdrawal of Tenders	10
Opening and Evaluation of Tenders	10
18. Opening of Tenders.....	10
19. Clarification of Tenders	11
20. Preliminary Examination.....	11
21. Evaluation and Comparison of Tenders	11
22. Contacting the Procuring entity	12
Award of Contract.....	12
23. Post-qualification	12
24. Award Criteria	13
25. Nakuru Water and Sanitation Services Co. Ltd's Right to Vary quantities.....	13
26. Nakuru Water and Sanitation Services Co. Ltd reserves it's the Right to Accept or Reject Any or All Tenders.....	13
27. Notification of Award	13
28. Signing of Contract.....	13
29. Performance Security.....	14
30. Corrupt Fraudulent Practices	14
SECTION 2 GENERAL CONDITIONS OF CONTRACT.....	15
1. Definitions	15
2. Application.....	15
3. Country of Origin	15
4. Standards	16
5. Use of Contract Documents and Information.....	16
6. Patent Rights.....	16
7. Performance Security.....	16
8. Delivery and Documents.....	17
9. Payment.....	17
10. Prices	17
11. Assignment.....	17
12. Termination for Default	17
13. Liquidated Damages	17
14. Resolution of disputes.....	18
15. Language and Law	18

16. Force Majeure.....	18
SECTION 3 SPECIAL CONDITIONS OF THE CONTRACT	18
1.....	
Applications.....	18
2. Tender Security.....	18
3. Performance Security:.....	18
4. Payment:.....	18
5. Notices:	18
6. Obligations of the Candidate	19
7. Prohibition of conflicting Activities	19
8. Taxes and duties	19
9. Effectiveness of the contract	19
10. Commencement of services.....	19
11. Resolution of disputes.....	19
12. Price.....	18
SECTION 4 SCHEDULES OF REQUIREMENTS.....	Error! Bookmark not defined.
1.0 APPENDIX TO INSTRUCTIONS TO TENDERERS	20
2. EVALUATION CRITERIA.....	Error! Bookmark not defined.
2.1 MANDATORY REQUIREMENTS.....	Error! Bookmark not defined.
2.2 DETAILED TECHNICAL EVALUATION.....	Error! Bookmark not defined.
2.3 FINANCIAL EVALUATION.....	Error! Bookmark not defined.
SECTION FIVE STANDARD FORMS	Error! Bookmark not defined.
FORM OF TENDER	Error! Bookmark not defined.
MANUFACTURER’S AUTHORIZATION FORM	Error! Bookmark not defined.
TENDER SECURITY FORM	Error! Bookmark not defined.
CONTRACT FORM.....	Error! Bookmark not defined.
PERFORMANCE SECURITY FORM.....	Error! Bookmark not defined.
BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	Error! Bookmark not defined.
CONFIDENTIAL QUESTIONNAIRE FORM	Error! Bookmark not defined.
DECLARATION FORM.....	Error! Bookmark not defined.

NAKURU WATER AND SANITATION SERVICES CO. LTD

TENDER NOTICE

**TENDER: SOLAR INSTALLATION AND COMMISSIONING FOR BAHARINI BOREHOLE
NAWASSCO/31/2020/2021**

The Nakuru Water & Sanitation Services Co. LTD now invites competent contractors for solar installation and commissioning for Baharini borehole

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1000/= (Shillings One thousand only)** or downloaded from the company's website: **www.nakuruwater.co.ke**. **Free of charge**

Completed tender documents in plain sealed envelopes marked with the tender number should be deposited in the **Company's Tender Box at the Company's offices located at Nawassco Plaza along Government Road-Nakuru**. Should be addressed to:

Nakuru Water and Sanitation Services Co. Ltd

P.O. Box 16314

NAKURU

info@nakuruwater.co.ke

All hard copy tenders shall be opened thereafter in compliance with the Ministry of Health preventive measures and regulations by PPRA at the Company's Board Room, at the Company Offices, Nawassco Plaza along Government Road Nakuru in the presence of tenders' representative who choose to attend.

Nakuru Water & Sanitation Services Co. LTD is committed to the fight against Covid 19. All bidders must comply with all Ministry of Health preventive measures and regulations by PPRA

MANAGING DIRECTOR

SECTION 1 INSTRUCTION TO TENDERERS

1. Eligible Tenders

1.1 This Invitation for Tenders is open to all tenderers eligible as indicated in the invitation letter. 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.

1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of tender, and Nakuru Water and Sanitation Services Co. Ltd, will in no case be responsible or liable for those costs, regardless of conduct or outcome of the tendering process.

3. The Tender Document

3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

- (i) General information
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Tender Security Form
- (vi) Contract Form
- (vii) Confidential Questionnaire

3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in 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.

4. Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify the Nakuru Water and Sanitation Services Co. Ltd by email or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the company's email address indicated in the Invitation for tenders. The Nakuru Water and Sanitation Services Co. Ltd will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Nakuru Water and Sanitation Services Co. Ltd 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 document.

5. Amendment of Documents

5.1 At any time prior to the deadline for submission of tenders, the Nakuru Water and Sanitation Services Co. Ltd, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

5.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by cable, and such amendment will be binding on them.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Nakuru Water and Sanitation Services Co. Ltd, at its discretion, may extend the deadline for the submission of tenders.

6. Preparation of Tenders

6.1 Language of Tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Nakuru Water and Sanitation Services Co. Ltd., shall be written in English language, however, any printed literature furnished by the tenderer written in another language shall be 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.

6.2 Any documents relating to the tender exchanged by the tenderer and Nakuru Water and Sanitation Services Co. Ltd. in addition to this document, shall form part of the tender document.

7. Documents Comprising the Tender

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

- a) Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.

- b) Documentary evidence established in accordance with paragraph 11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c) Documentary evidence established in accordance with paragraph 12 that the materials and services to be used by the tenderer for the services contract conform to the tender documents; and
- d) Tender security furnished is in accordance with paragraph 12 of this section.

8. Tender Form

8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed, a brief description of the services, and prices.

9. Tender Prices

9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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:

9.3 Prices quoted by the tenderer shall be fixed during the Term of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 21.

10. Tender Currencies

10.1 Prices shall be quoted Kenya Shillings.

11. Tenderers Eligibility and Qualifications

11.1 Pursuant to paragraph 1 and 2 of section C, 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 accepted.

11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the satisfaction of Nakuru Water and Sanitation Service Co. Ltd., that the tenderer has the financial and technical capability necessary to perform the contract.

12. Tender Security

12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Special Condition of Contract.

12.2 The tender security is required to protect the Nakuru Water and Sanitation Services Co. Ltd against the risk of Tender's conduct which would warrant the security's forfeiture, pursuant to paragraph 12.7

12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to the Nakuru Water and Sanitation Services Co. Ltd and valid for thirty (30) days beyond the validity of the tender.

12.4 Any tender not secured in accordance with paragraph 12.1 and 12.3 will be rejected by the Nakuru Water and Sanitation Services Co. Ltd as non-responsive, pursuant to paragraph 20.

12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Nakuru Water and Sanitation Services Co. Ltd.

12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 28 and furnishing the performance security, pursuant to paragraph 29.

12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the Nakuru Water and Sanitation Services Co. Ltd on the Tender Form; or

(b) In the case of a successful tenderer fails:

(i) To sign the contract in accordance with paragraph 28

or

(ii) To furnish performance security in accordance with paragraph 29.

13. Validity of Tenders

13.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Nakuru Water and Sanitation Services Co. Ltd, pursuant to paragraph 16 and 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

13.2 In exceptional circumstances, the Nakuru Water and Sanitation Services Co. Ltd 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 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.

14. Format and Signing of Tender

14.1 The tenderer shall prepare **three copies** of the tender, clearly marking **ONE “ORIGINAL TENDER” and TWO “COPIES OF TENDER”** as appropriate. In the event of any discrepancy between them, the original shall govern.

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. The letter of authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialled by the person or persons signing the tender.

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 initialled by the person or persons signing the tender.

15. Sealing and Marking of Tenders

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.

15.2 The inner and outer envelopes shall:

(a) Be addressed to the Nakuru Water and Sanitation Services Co. Ltd at the following address:

The Managing Director

Nakuru Water and Sanitation Services Co. Ltd

P.O. Box 16314

NAKURU

info@nakuruwater.co.ke

(b) Bear **Tender**for.....and the words: **“DO NOT OPEN BEFORE,” 29th June 2021 at 10.00A.M.**

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

15.4 If the outer envelope is not sealed and marked as required by paragraph 15.2, the Nakuru Water and Sanitation Services Co. Ltd will assume no responsibility for the tender’s misplacement or premature opening.

16. Deadline for Submission of Tenders

16.1 Tenders must be received by the Nakuru Water and Sanitation Services Co. Ltd at the address specified under paragraph 15.2 not later than **29th June 2021 at 10.00 a.m.**

16.2 The Nakuru Water and Sanitation Services Co. Ltd may, at its discretion, extend this deadline for the submission of the tenders by amending the tender documents in accordance with paragraph 4, in which case all rights and obligations of the Nakuru Water and Sanitation Services Co. Ltd and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Modification and Withdrawal of Tenders

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 tenders, is received by the Nakuru Water and Sanitation Services Co. Ltd prior to the deadline prescribed for submission of tenders.

17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 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.

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

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 12.7.

Opening and Evaluation of Tenders

18. Opening of Tenders

18.1 The company shall quarantine all hard tender documents in accordance to the time frames as indicated by the Ministry of Health and PPRA regulations before tender opening

18.2 The Nakuru Water and Sanitation Services Co. Ltd will open all tenders thereafter in compliance with the ministry of health preventive measure and regulation by PPRA at the **Company's Board Room, at the Company Offices, Nawassco Plaza along Government Road Nakuru in the presence of tenders' representative who choose to attend.** The tenders' representatives who are present shall sign a register evidencing their attendance.

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 Nakuru Water and Sanitation Services Co. Ltd, at its discretion, may consider appropriate will be announced at the opening.

18.4 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.

18.5 The Nakuru Water and Sanitation Services Co. Ltd will prepare minutes of the tender opening and the results communicated by email or any acceptable electronic means of communication

19. Clarification of Tenders

19.1 To assist in the examination, evaluation and comparison of tenders the Nakuru Water and Sanitation Services Co. Ltd may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered, or permitted.

19.2 Any effort by the tenderer to influence the Nakuru Water and Sanitation Services Company Ltd in the its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

20. Preliminary Examination

20.1 The Nakuru Water and Sanitation Services Co. Ltd will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

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.

20.3 The Nakuru Water and Sanitation Services Co. Ltd may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

20.4 Prior to the detailed evaluation, pursuant to paragraph 21, the Nakuru Water and Sanitation Services Co. Ltd 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 Nakuru Water and Sanitation Services Co. Ltd's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

20.5 If a tender is not substantially responsive, it will be rejected by the Nakuru Water and Sanitation Services Co. Ltd and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

21. Evaluation and Comparison of Tenders

21.1 The Nakuru Water and Sanitation Services Co. Ltd will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 20.

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

21.3 The Nakuru Water and Sanitation Services Co. Ltd's evaluation of tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 21.4:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of contract.

21.4 Pursuant to paragraph 21.3 the following evaluation methods will be applied:

- (a) Operational Plan

The Nakuru Water and Sanitation Services Co. Ltd require that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender offering to perform longer than the Nakuru Water and Sanitation Services Co. Ltd'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 Nakuru Water and Sanitation Services Co. Ltd may consider the alternative payment schedule offered by the selected tenderer.

22. Contacting the Procuring entity

22.1 Subject to paragraph 19, no tenderer shall contact the Nakuru Water and Sanitation Services Co. Ltd on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

22.2 Any effort by a tenderer to influence the Nakuru Water and Sanitation Services Co. Ltd in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Award of Contract

23. Post-qualification

23.1 In the absence of pre-qualification, the Nakuru Water and Sanitation Services Co. Ltd 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.

23.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 11.2, as well as such other information as the Nakuru Water and Sanitation Services Co. Ltd deems necessary and appropriate.

23.3.1 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 Nakuru Water and Sanitation Services Co. Ltd will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

24. Award Criteria

24.1.1 Subject to paragraph 9, 21 and 26 the Nakuru Water and Sanitation Services Co. Ltd will award the contract to 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.

25. Nakuru Water and Sanitation Services Co. Ltd's Right to Vary quantities

25.1 The Nakuru Water and Sanitation Services Co. Ltd reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

26. Nakuru Water and Sanitation Services Co. Ltd reserves it's the Right to Accept or Reject Any or All Tenders

26.1.1 The Nakuru Water and Sanitation Services Co. Ltd 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 Nakuru Water and Sanitation Services Co. Ltd's action.

27 Notification of Award

27.1 Prior to the expiration of the period of tender validity, the Nakuru Water and Sanitation Services Co. Ltd will notify the successful tenderer in writing that its tender has been accepted.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon the successful Tender's furnishing of the performance security pursuant to paragraph 29, the Nakuru Water and Sanitation Services Co. Ltd will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 12.

28. Signing of Contract

28.1 At the same time as the Nakuru Water and Sanitation Services Co. Ltd notifies the successful tenderer that its tender has been accepted, the Nakuru Water and Sanitation Services C. Ltd will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the Parties.

28 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Nakuru Water and Sanitation Services Co. Ltd.

29. Performance Security

29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Nakuru Water and Sanitation Services Co. Ltd.

29.2 Failure of the successful tenderer to comply with the requirement of paragraph 28 Or paragraph 29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Nakuru Water and Sanitation Services Co. Ltd may make the award to the next lowest evaluated Candidate or call for new tenders.

30. Corrupt Fraudulent Practices

30.1 The Nakuru Water and Sanitation Services Co. Ltd requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy the Nakuru Water and Sanitation Services Co. Ltd: -

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

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

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nakuru Water and Sanitation Services Co. Ltd, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Nakuru Water and Sanitation Services Co. Ltd entity of the benefits of free and open competition;

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

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

30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of contract

31.0 SITE VISIT

31.1 The tenderer is advised to visit and examine the site and its surrounding and obtain for itself on its own cost and responsibility all information that may be necessary for preparing the

tender and entering into a contract.

31.2 The tenderer and any of its personnel or agent will be granted permission by the procuring entity to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, its personnel or agents, will release and indemnify the procuring entity from and against all liability in respect of and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

31.3 Where necessary or upon request, the procuring entity shall organize a site visit at a date to be notified. A representative of the procuring entity will be available to meet the visiting tenderers at the site. The representative will not be available at any other time for site inspection visits. Tenderers must provide own transport.

SECTION 2 GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- a) “The Contract” means the agreement entered into between the Nakuru Water and sanitation services Co. Ltd 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 tenderer including materials which the tenderer is required to provide to the Nakuru Water and Sanitation Services Co. Ltd under the Contract
- d) “The Procuring entity” means the Nakuru Water and Sanitation Services Co. Ltd for the services under this Contract.
- e) “The tenderer” means the individual for firm providing the services under this Contract.

2. Application

2.1 The General Conditions shall apply in all Contracts made by the Nakuru Water and Sanitation Services Co. Ltd for the procurement of services.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the consumable materials and spares used for the provision of services were mined, grown or produced.

3.2 The origin of Materials is distinct from the nationality of the tenderer.

4. Standards

4.1 The services provided' under this Contract shall conform to the standards mentioned in the technical Specifications.

5. Use of Contract Documents and Information

5.1 The Candidate shall not without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Procuring entity in connection there with to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not without the Procuring entity's prior written consent make use of any document or information enumerated in paragraph 5.1 above

5.3 Any document, other than the Contract itself, enumerated in Paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

6. Patent Rights

6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of inferior patent, trademark, or industrial design rights arising from use of the services or any part thereof in the Procuring entity's country.

7. Performance Security

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

7.1 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.

7.2 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank located in Kenya or abroad, acceptable to Procuring entity, in the form provided in the tender documents.

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

8. Delivery and Documents

8.1 Delivery of the services shall be conducted by the tenderer in accordance with the terms specified by Nakuru Water and Sanitation Services Co. Ltd. in its schedule of requirements and the special conditions of contract.

9. Payment

9.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

9.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

10. Prices

10.1 Prices charged by the tenderer for Services performed under the contract shall not, with the exception of any price adjustments authorise the Special Conditions vary from the prices by the tender in its tender

11. Assignment

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

12. Termination for Default

12.1 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 the 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 tender, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

12.2.1 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.

13. Liquidated Damages

13.1 If the tenderer fails to provide any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services up to a maximum deduction of 10% of the unperformed services. After this the procuring entity may consider termination of the contract.

14. Resolution of disputes

14.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

14.1.1 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute the provisions of the Arbitration Act of the laws of Kenya shall apply.

15. Language and Law

15.1 Language of the contract and the law governing the contract shall be English language and the laws of Kenya respectively unless otherwise stated.

16. Force Majeure

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

SECTION 3 SPECIAL CONDITIONS OF THE CONTRACT

1. Applications

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

2. Tender Security

The tender security shall be in the amount of 2% of the tender sum in the form of a banker's cheque, cash, or a bid bond from a reputable bank or approved insurance by PPRA

3. Performance Security:

This sections are not applicable under this contract

4. Payment:

Payments will be made to the account of the candidate at least 30 days after the work has been certified by an Authorised Representative of the Company and an invoice specifying the amount due submitted and dully Authorised by a representative of the Company

5. Notices:

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to the authorised representative of the party specified below or when sent by registered mail or facsimile to such party at the address specified below: -

The Managing Director

Nakuru Water and Sanitation Company

P.O Box 16314, Nakuru.

info@nakuruwater.co.ke

6. Obligations of the Candidate

The candidate shall perform the Services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted Professional techniques and practices and shall observe sound management Practices and employ appropriate advanced technology and safe methods. The Candidate shall always act in respect of any matter relating to this contract or to the Services, as faithful advisers to the Client, or shall at all times support and Safeguard the Client's legitimate interests in any dealings with Sub-Candidates or third parties. The candidate shall be liable to the Client for loss damage suffered by the client arising from breach by candidates of this Clause in particular, the Candidate shall complete its services within the time allocated.

7. Prohibition of conflicting Activities

Neither the Candidate nor their Personnel shall engage, either directly or indirectly, during the term of this contract, any business or professional activities which would conflict with the activities assigned to them under this contract

8. Taxes and duties

The candidate and their personnel shall pay such taxes, duties fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the contract Price

9. Effectiveness of the contract

This Contract shall come into effect on receipt of the letter of Acceptance.

10. Commencement of services

The candidate shall begin carrying out the services immediately the date of Contract becomes effective, or such other earlier date as may be specified in the Contract.

11. Resolution of disputes

Arbitration will take place in Nakuru, Kenya in accordance with the rules and regulations published by Chartered Institute of Arbitrators (Kenya Chapter) Arbitration Rules as at present in force

12. Prices

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

SECTION 4 SCHEDULES OF REQUIREMENTS

**TENDER: SOLAR INSTALLATION AND COMMISSIONING FOR BAHARINI BOREHOLE
NAWASSCO/31/2020/2021**

1.0 APPENDIX TO INSTRUCTIONS TO TENDERERS

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

The following evaluation criteria shall be followed

Instructions to tenderers	Particulars of appendix to instructions to tenderers
1.1	Tender is open to all interested registered firms in Kenya
4.0	A prospective tenderer requiring any clarification of the tender document may notify Nakuru Water and Sanitation Services Co. Ltd through info@nakuruwater.co.ke
10.1	Quotation should be in Kenya shillings or any other easily convertible foreign currency.
12.0	The tender security shall be in the amount of 2% of the tender sum in the form of a banker's cheque, cash, or a bid bond from a reputable bank or approved insurance by PPRA
13.0	Tender validity shall be 120 days from the date of opening
14.0	Bidders shall provide 1 ORIGINAL copy of the tender document clearly marked Original and TWO Other Copies marked COPY and all paginated/serialized and placed in one envelope. Tender reference and closing date must be quoted on the envelope. All pages of submitted documents must be serialized/paginated
15.0	Bulky tenders which will not fit in the tender box shall be received and recorded at the Procurement Office
16.0	Deadline for Submission of Tenders shall be 29th June 2021 at 10.00 a.m , the tenders shall thereafter be opened in compliance with the Ministry of Health preventive measures and regulations by PPRA at the Company's Board Room, at the Company Offices, Nawassco Plaza along Government Road Nakuru in the presence of tenders' representative who choose to attend
18.0	The company shall quarantine all hard tender documents in accordance to the time frames as indicated by the Ministry of Health and PPRA regulations before tender opening
19.0	Any clarifications about a tender shall be done through info@nakuruwater.co.ke
21.0	Evaluation of the tenders shall be done using the criteria set out in the document.
31.0	A Pre-Bid meeting shall take place at the following date, time and place: 18 th June 2021 at the company's headquarters NAWASSCO Plaza

EVALUATION CRITERIA

NAWASSCO will consider the following three categories of criteria to evaluate the tenders and tenderers.

- a) Mandatory tender requirements
- b) Technical capability assessment
- c) Financial Evaluation

A) MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

Evaluation stage	Requirement	Remarks
Preliminary Evaluation	<p>Bidders shall be evaluated - Based on submission of the required requisite documents i.e. statutory and recommendation letters that will ascertain delivery of similar services In this respect the following documents are mandatory and copies of these documents should be submitted: - -Certificate of Registration/Incorporation (attach copy) -PIN certificate (attach copy) -Prove of ETR compliance (attach proof) - Valid/ current Tax Compliance certificate/Exemption Certificate (attach copy) - Current and valid Business licence (attach copy) -Physical location of business premises (See business questionnaire, attach proof) -Bid security as requested -Recommendation letters N/B It is also a requirement that the tender form, the business questionnaire and the declaration form is properly filled, signed and submitted. Additionally the tender document should be properly bound and paginated.</p>	Note Bidders shall not proceed to the next evaluation stage if these documents are not submitted.
Technical	Bidders are required to read clearly the technical requirements. The total score for technical evaluation is (70 marks)	Note: Documents that fail to comply with the technical requirements shall be treated as non-responsive
Financial	The lowest evaluated bid shall be the bid that meets the technical evaluation and has the lowest price among the other bids. The total score for financial evaluation is (30 marks)	The responsive bidder shall be the bidder with the highest score after combining the technical and financial scores

B. TECHNICAL REQUIREMENTS

Item	Description	Points	Max.
		S c o r e d	Point
I.	General Conditions (Attach evidence)		30
	Solar System Installers Registration with EPRA		15
	Registration with National construction Authority (NCA 5)		15
II.	Key Personnel (Attach CVs and Certifications)		15
	Construction Site Manager (Electrical/Civil Engineers, Architects, Quantity Surveyors, Building Surveyors, Construction Managers)		5
	o Holder of degree with over 15 years relevant experience – 5		
	o Holder of degree with between 10 - 15 years' relevant experience. 3		
	o Holder of degree with between 5 – 10 years relevant experience -1		
	Risk, Health and Safety Manager.		
o Holder of degree with over 5 years relevant experience 5		5	
o Holder of degree with between 1 – 5 years			

	relevant experience—3			
	Technicians - at least two for each relevant profession			
	o Holder of Diploma with over 10 years relevant experience -5		5	
	o Holder of Diploma with between 5 – 10 years relevant experience—3			
III.	Participation as contractor, management contractor, or subcontractor, in at least six similar (6) contracts within the last Five (5) years, that have been successfully and substantially completed (attach completion certificates) and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity or methods/technology		5	30
IV	Submission of audited financial statement, for the last Three [3] years,2020,2019,2018, to demonstrate the current soundness of the bidders financial position and its prospective long term profitability		5	15
V	Disclosure of litigation history			10
	TOTAL		100	

SCOPE OF TECHNICAL SPECIFICATIONS

The scope is for supply, installation and maintenance of solar system that will power the Baharini facility. The systems shall comprise of the following:

- Crystalline Solar panels
- Solar PV disconnects
- Inverters
- Communication devices for remote monitoring and energy management.
- Surge protection devices
- Residual current devices
- PV combiners
- Solar panels ground mounting structures
- Cabling
- Earthing including earth electrodes and bonding
- Change over switches
- safety signs
- lightning protection
- Fireman switches
- All items required for completing the installation

APPLICABLE STANDARDS AND CERTIFICATION REQUIREMENTS

All goods and equipment supplied under these specifications shall conform to the referred standards unless otherwise specified. Other national or manufacturers' standards shall be accepted on condition that they ensure substantial equivalence or higher.

The goods or equipment to be supplied must have a type-test certificate from an accredited testing and certification organization stating that the PV system components meet or exceed the specifications. Organizations accredited according to ISO 17025:2005 (General requirements for the competence of testing and calibration laboratories, and have those specific standards within their scope of accreditation), or equivalent standards will be acceptable for issuing the component certifications.

For components made using same (i) production processes and construction methods, (ii) materials and (iii) quality control procedures, as the certified components, but are of different sizes/capacities a Manufacturer's Self Compliance Certificate if accompanied by the certificate of the tested component will be acceptable.

The Manufacturer's Self Compliance Certificate must be signed by an officer of the manufacturing company and attest the following: "We confirm that the xxxx component(s) listed below have the same design and operating principles as the [state, make and model number] of xxxx component that has a certificate acceptable to this project. We further confirm that these xxxx components use the same (i) production processes and construction methods, (ii) materials and (iii) quality control procedures as the said component during manufacture. [List make and model number of xxxx components]".

The Contract works must be carried out strictly in accordance with the following documents:

- BS 7671: 2008: Requirements for Electrical Installations or "The IET Wiring Regulations" published by the Institution of Engineering and Technology, London (with local amendments, where applicable),

- Kenyan laws and by-laws and supply and local authority requirements,
- Relevant British Standard Specifications and Codes of Practice, published by the British Standards Institution (hereafter referred to as B.S. and C.P. respectively) as implemented in Kenya,
- KS IEC 62253:2011 photovoltaic pumping systems,
- Any working drawings produced by the Bidder and approved by the Engineer and
- The Engineer's instructions, drawings and details.

The Bidder shall undertake all modifications demanded by the authorities in order to comply with the regulations, and produce all certificates, if any, from the authorities without extra charge.

OPERATING CONDITIONS

The solar PV pumping systems are designed to withstand the average environmental conditions found in the project area (Nakuru) as indicated below.

Altitude (above sea level): 1,800 m

Irradiation: 5.0 kWh/m²/day

Air temperature: Average of 17.1°C

Relative humidity: Average of 68%

The Bidder shall ensure that all equipment offered is suitable for satisfactory operation under the specified site conditions.

SOLAR PV PUMPING SYSTEMS CONFIGURATIONS AND PERFORMANCE

The solar PV pumping systems are based on the power requirements of each existing pump units as specified by the Engineers. The successful Bidder shall check the Engineers' specifications and concur with them that the specified solar PV system is sufficient for meeting the power requirements of the existing pump units. The table below gives the capacity of the pump units in each site.

Pumps	Motor rating	Series
Pump 1	30 kW	Grundfos SP 60-16
Pump 2	30 kW	Grundfos SP 60-17
Pump 3	30 kW	Grundfos SP 60-17
Pump 4	75 kW	Grundfos SP 125-8
Pump 5	55 kW	Shakti 210 QF

GENERAL TECHNICAL SPECIFICATIONS

1. All components of the solar PV pumping system shall have a proven and documented record of reliable performance in similar applications and in operating conditions described above.
 - a. All equipment specified for outdoor use shall be splash waterproof to IP54 and UV resistant.
 - b. All wiring, enclosures and fixtures that are mounted indoors shall be resistant to insect and dust intrusion.
 - c. All material will be appropriate to local operating conditions.
 - i. Steel and aluminum shall be of high commercial quality. The composition including the percentage and nature of any impurities shall be stated in the technical

data sheets.

- ii. Bolts, nuts and washers on outdoor equipment shall be of non-corroding material or hot dip galvanized.
 - iii. Successive coats of paint shall be applied to a clean, dry and properly prepared surface. Each coat shall be compatible with the preceding coat and the coat to follow.
2. All components shall be delivered with their appropriate fixing nails, screws or bolts according to local building conditions.
 3. All set point voltages will be verified and documented with the results dated and the records maintained at the Bidder's facility.
 4. The solar PV systems shall be designed in such a way that the maintenance and inspection requirements are minimized and only required in one (1) year intervals. Where special tools are required for routine maintenance, they are to be supplied as part of the contract and included in the tender price.
 5. The solar PV system design and configuration shall allow for easy fault-finding by system operators. This may include the use of visual indicators, alarms, instruments, and volt/amp meters to determine whether various components or groups of components are performing as per specification, or are faulty.
 6. The main components of the solar PV system shall be integrated in such a way as to allow easy access/replacement (in case of failure) with a similarly functioning component.
 7. All equipment shall be clearly and permanently labeled in English, to the approval of the Engineers. Where labels are provided for clarifying the operation of equipment, they shall be concise and illustrative in nature.

SOLAR PV COMPONENTS TECHNICAL SPECIFICATIONS

The following clauses present the minimum requirements of the individual components within the solar PV pumping systems. Bidders shall meet the following specifications for all the main components offered.

SOLAR PV MODULES

1. The solar PV array shall consist of the specified number of poly/mono-crystalline frameless silicon modules. Cells shall be laminated between high transmissivity, UV protected, tempered glass, and weather resistant back-sheet to protect from moisture penetration.
2. Single or multi-junction thin film modules (a-Si, CdTe, CIS) are not accepted in this procurement.
3. PV modules must be certified for compliance with IEC 61215, "Crystalline Silicon Terrestrial Photovoltaic Modules; Design Qualification and Type Approval". The rated peak power of the PV module shall be stated at Standard Test Conditions (STC) as defined in IEC 61215 and IEC 60904- 3.
4. Solar PV modules should be identical throughout all the sites.
5. The tolerance on rated peak power of photovoltaic array is -0%/+20% under Standard Test Conditions (STC) as defined in IEC 60904-1. This means that none of the PV modules can have an actual peak power output lower than the specified rated value.
6. Actual peak power shall not be less than the nominal peak power minus 5%. All PV module performances shall be certified by a measurement sheet from the manufacturer.
7. The PV module shall be equipped with a sealable waterproof IP54 junction box or with a pre-embedded cable with an equivalent junction box fitted to the PV module mounting structure. Junction boxes shall include a provision for strain relief glands.
8. The connection terminals in the PV module junction box shall be clearly marked as positive

and negative.

9. Each PV module shall be protected by a blocking diode integrated in the junction box. Bypassing diodes are only required if more than one module is connected in series.
10. The modules shall be frameless, have ability to withstand corrosion and allows secure connection to the solar PV array mounting structure.
11. Each module shall be clearly marked (fixed label), indicating: manufacturer, model name/number, serial number, maximum system voltage, peak power rating ($W_{peak} \pm$ tolerance), current at MPP (Maximum Power Point), voltage at MPP, open circuit voltage and short circuit current.
12. The Bidder's name should be added on a separate label with contact information (such as land and email addresses) and order date, to assist with warranty inquiries.
13. The PV module warranty shall be of minimum ten (10) years on product and twenty-five (25) years on power performances. Minimum 80% of the nominal power after twenty-five (25) years.

SOLAR PV MOUNTING STRUCTURE

1. The PV modules shall be mounted to one independent array structure for each system. The array structures shall be ground mounted and shall be designed and fabricated to withstand wind gusts of up to 100 km/h without damage. The mounting array structures shall be sufficiently rigid to prevent twisting in the wind.
2. The solar module support structure shall be 5m above ground using 100mm square tubes, anchored in concrete mix 1:2:3 not less than 1m below ground.
3. The Bidders shall provide with their bids the design of an array support structure.
4. All fasteners (nuts, bolts, washers) within the array mounting structure shall be supplied by the Bidder and shall be galvanized or of stainless-steel material.
5. All bolts/screws used within the structure shall be tamper-proof (non-removable) for protection against theft.
6. The module array structure shall be able to withstand at least ten (10) years of outdoor exposure without appreciable corrosion or fatigue.
7. Tilted angle to the horizontal (after installation) should be selected to optimize the energy collection during the lowest ratio of the monthly mean daily irradiation, to the monthly mean daily load. Appropriate values in Kenya range from 10° to 12° , facing true North.
8. Accurate drawings and calculations of the mounting structure should be provided by the Bidder to justify tilt, solidity and integrity of the structure.
9. Location of the solar PV array and structure shall allow expansion possibilities to accommodate additional modules

INVERTER

1. The pump controller should have a true hybrid capability which automatically blends grid and solar power with the core solar power supply to provide consistent 24-hour pumping when required, thus maximizing the use of installed solar capacity.
2. The Inverter should have integrated data logging of all relevant technical parameters and cost savings easily accessible via a smartphone App.
3. The Inverter should have active temperature management for full power up to 50°C ambient temperature and power derating from 50 to about 60°C ambient temperature.
4. The Inverter should have integrated Sun Sensor for extended pump lifetime.

5. The Inverter should have integrated MPPT (Maximum Power Point Tracking) for maximum solar energy conversion efficiency.
6. The Inverter should have protection against reverse polarity, overload and over temperature.
7. The Inverter enclosure should be IP54.
8. The Inverter should operate at an ambient temperature of $-30^{\circ} + 50^{\circ}$ C.

COMMUNICATION DEVICE

1. The communication device should have a self-contained controller and GPRS/cellular modem.
2. All data in the communication device should be encrypted and secure.
3. The communication device should be able to provide remote monitoring configuration and management of pumps.
4. The communication device should be able to provide active reporting of any alerts or problems.

GROUNDING AND LIGHTNING PROTECTION

1. Grounding (or earthing) refers to the provision of a low resistance conduction path from various points in the solar PV system to the earth. The following items are to be bonded to a common earth connection through 10 mm² Bare Copper Earth Wire (BCEW):
 - a. the solar PV array structure and
 - b. the controller casing (earth).
2. The items above are to be connected to an earth spike (copper plate ground rods of diameter 15 mm) driven at least 1.5 m deep into the ground. In rocky locations a six (6) meter trench will serve as the earth electrode, by running BCEW in the trench and placing the earth spike horizontally in the trench. The earth spike or rod will be positioned near the solar PV array pole structure. The final impedance of the protection ground shall be lower than 5 ohms (VDE 141 Standard).
3. All connections shall make use of cable lugs crimped to the BCEW and bolted to the array structure and pump controller. Twisted connections are unacceptable and special attention shall be made to connect dissimilar metals (use special connectors for Al/Cu).
4. No breakers shall be installed in a grounded conductor.
5. The grounding shall be in accordance with IEE regulations and codes of practices.
6. Lightning protection shall be provided.

WARRANTIES ON GOODS AND SERVICES

The Bidder warrants that all the goods are new, 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. The Bidder shall be assigned for a “full warranty service” of (1) year including the terms given below.

1. The Bidder shall provide a minimum twelve (12) months warranty against manufacturer’s defects on all system parts from the date of commissioning of the facilities.
2. Pump controllers should also be warranted for at least one (1) years.
3. Specifically, the warranty on PV module performance should ensure a power output of more than 80% of rated capacity over a twenty-five (25) year period. The product warranty against defects on the PV module shall be at least ten (10) years.
4. The Bidder shall estimate the expected lifetime of each of the components supplied according to its previous field experience and specify the maintenance requirements.
5. All warranties shall start from the day the system is commissioned and accepted by the Client and an acceptance receipt is signed.
6. The Bidder shall also warrant the service provided by the solar PV systems for the financing

period starting from the date of commissioning. Therefore, he shall be responsible for preventive maintenance visits and on-demand interventions for repair/replacement of all defective parts.

7. The bidder shall replace all components whose economic life will have elapsed at the time of project hand over or whose accumulated depreciation at the time of handover is 80% and above.

PROJECT HANDOVER:

The handover report should include but not limited to the following:

- 1) Proof that all components are working and in good condition
- 2) Technical operation reports
- 3) Technical specifications and manuals for all components
- 4) Maintenance plans and schedules
- 5) Adherence to the note 7 under Warranties on Goods and Services
- 6) Existing warranties and guaranties.
- 7) Systems passwords and administration rights.
- 8) Clearance from the project manager.

TECHNICAL DATA SHEETS

The technical data sheets are to be filled in by all bidders

Solar PV Module		
Technical description	Specification offered by Bidder	Remarks
Manufacture and model		
Panel type, cell size		
Total Wp and tolerance		
Panel voltage and number of cells		
Junction box and IP protection		
Cable Connector type		
Module dimensions (mm x mm)		
Warranty number of years at capacity		
Supporting documentation		
Product brochure		
IEC Standard Test Certificates provided, & issuing laboratory		
ISO17025Laboratory-StatementofCompliance		
ISO17025LaboratoryCertificate - to conduct the tests		
Manufacture’s Authorization -to bid		

Manufacturer's Warranty Certificate		
Manufacturer–Power of Attorney to sign the Authorization and Warranty		
Pump Controller		
Technical description	Specification offered by Bidder	Remarks
Manufacture and model		
Type (DC-DC, DC-AC etc)		
Test report and IEC standard(s)		
Output power (kW) <ul style="list-style-type: none"> ● voltage(V) & phases ● frequency (Hz) ● rating temperature (°C) 		
Number of array inputs and independent MPPT's		
Array voltages and power		
Auxiliary power inputs: number <ul style="list-style-type: none"> ● voltage (AC/DC) ● power ● Automatic array / genset / grid changeover (Y/N) 		
Efficiency curves		
Max humidity (%), max temperature (°C) enclosure IP rating,		
Warranty number of years at capacity		
Supporting documentation		
Product Brochure		
IEC Standard Test Certificates or LG Certificate		
ISO17025 Laboratory- Statement of Compliance		

ISO17025 Laboratory Certificate - to conduct the tests		
Test results from ISO 17025 Laboratory		
ISO9001Manufacturer - Declaration of Compliance		
ISO9001 Manufacturer Certificate		
Test results from in house laboratory		
Manufacture's Authorization - to bid		
Manufacturer's Warranty Certificate		
Manufacturer – Power of Attorney to sign the Authorization and Warranty		
Communication Device		
Technical description	Specification offered by Bidder	Remarks
Manufacture and model		
Test report and IEC standard(s)		
Power supply and back-up		
Communication type		
Software link for off-site logging		
Warranty number of years at capacity		
Supporting documentation		
Product Brochure		
IEC Standard Test Certificates		
ISO17025 Laboratory- Statement of Compliance		
ISO17025Laboratory Certificate - to conduct the tests		
Test results from ISO 17025 Laboratory		
ISO9001Manufacturer-Declaration of Compliance		
ISO9001ManufacturerCertificate		
Test results from in-house laboratory		
Manufacture's Authorization - to bid		

Manufacturer's Warranty Certificate		
Manufacturer–Power of Attorney to sign the Authorization and Warranty		

Mounting Structures		
Technical description	Specification offered by Bidder	Remarks
Manufacture and model		
Test report for Rails, Screws and Clip locks		
Test reports for mounting structures		
Warranty number of years		
Supporting documentation		
Product Brochure		
IEC Standard Test Certificates		
ISO17025 Laboratory-Statement of Compliance		
ISO 17025 Laboratory Certificate - to conduct the tests		
Test results from ISO 17025 Laboratory		
ISO9001 Manufacturer - Declaration of Compliance		
ISO9001 Manufacturer Certificate		
Test results from in-house laboratory		
Manufacturer's Authorization - to bid		
Manufacturer's Warranty Certificate		
Manufacturer – Power of Attorney to sign the Authorization and Warranty		

MAINTENANCE KIT, SPARE PARTS AND OPERATIONS & MAINTENANCE BOOKLETS

The Bidder shall provide a maintenance kit and a minimum stock of spare parts at each site.

i. Maintenance Kit

The Bidder shall provide during the installation phase one set of equipment for regular basic maintenance at each site, including at least:

1. Set of minimum adapted tools, for example, screw drivers and spanners, to tighten cables in electronic device terminals and strip connectors and
2. Measuring instruments for measuring at least 0-1000 Adc/100 Aac, 0-1000 Adc/100 Aac and 0-infinity resistance.

ii. Spare Parts

Spare parts have been provided for use during the maintenance period. A bidder is expected to quote for spare parts to be supplied during the maintenance period.

iii. Operation & Maintenance Booklet

The Bidder shall ensure that all necessary information for Operation & Maintenance (O&M) is provided. The Bidder shall prepare and provide a comprehensive O&M booklet for the systems in this contract. The Operation & Maintenance booklet shall be submitted before final acceptance of the installations.

The Operation & Maintenance booklet shall be written in English and shall be graphically illustrated for unambiguous interpretation and understanding by O & M staff. Special attention shall be drawn to fault finding and remedial action. The Operation & Maintenance booklets shall include step-by-step procedures required for system startup, operation and shutdown. The Operation & Maintenance booklets shall also include the manufacturer's name, model number, parts list and brief descriptions of all equipment and their basic operating features. The basic operating features shall include: routine maintenance procedures, possible breakdowns and repairs, recommended spare parts, troubleshooting guide, equipment layout and simplified wiring and control diagrams of the system as installed.

iv. Training

A field training course for O & M staff and Users of the systems shall be organized after completion of the installations. Staff or system users shall be trained by the Bidder in basic operation and first-line maintenance, as part of the Contract, using the O & M booklet developed, as a guideline document. Operation & Maintenance staff shall be carefully and thoroughly taught how to diagnose systems and faults, as this could prevent unnecessary call-outs during the initial maintenance period.

v. Operation & Maintenance Requirements

The solar PV pumping system requires regular inspection and sometimes component replacement. Inspections and component replacements should be undertaken by trained and qualified solar PV technicians and maintenance contractors. Procedures for maintenance of the solar PV systems will depend on equipment supplied. Procedures for maintenance of the solar PV system within a Maintenance & Service Contract will be developed by the Bidder, and approved by the Project Manager.

ENVIRONMENT AND SOCIAL MANAGEMENT PLAN

The Bidder shall implement the Environmental and Social Management and Monitoring Plan (ESMMP) below during the supply and installation Contract and the Maintenance and Service Contract. (Insert ESMMP)

EMPLOYEE CODE OF CONDUCT

The Bidder shall develop an Employee Code of Conduct that is in line with the ESMP where applicable, to which his employees shall adhere to during execution of the Contract.

PROJECT DELIVERY

The project will be undertaken within a maximum Construction period of 8 months and a defects liability period of 24 months.

a) Project Development

Bidders are required to build solar pumping systems for the tabulated pumps within Nakuru Water and Sanitation Services Company Baharini site.

Pumps	Motor rating	Series
Pump 1	30 kW	Grundfos SP 60-16
Pump 2	30 kW	Grundfos SP 60-17
Pump 3	30 kW	Grundfos SP 60-17
Pump 4	75 kW	Grundfos SP 125-8
Pump 5	55 kW	Shakti 210 QF

All the construction works will be done on the already available land in each production site and bidders are **encouraged to visit each site** for familiarization. Bidders are required to factor specific site conditions in carrying out their designs. Designs to come complete with all engineering drawings. (Schematics layout in each site, Structural designs, Electrical engineering designs and any other relevant designs).

b.) Approvals and Permits

The successful bidder will be required to obtain development permits/approvals at their cost from the various institutions which include but not limited to:

- a. County Government of Nakuru.
- b. National Environmental Management Authority.
- c. Ministry responsible for Labour.
- d. National Construction Authority.
- e. Any other relevant approving authority/agencies

SUPERVISION ARRANGEMENT

The following supervision arrangements have been provided for this project as follows;

Employer: Nakuru Water and Sanitation Services Company. The authorized representative of the Employer is the Technical Services Manager. The main responsibilities of the employer shall be to guide on policy, strategic direction, ensure that the project meets the overall goals of affordability, quality, and reliability of solar pumping system as well as deal with emerging issues.

Project Manager: is the Technical Services Manager of Nakuru Water and Sanitation Services Company.

Implementing entity: Nakuru Water and Sanitation Services Company

Contractor: The Contractor procured under this contract to undertake the Design, Finance and Construction of works.

Overall management will be the responsibility of the Project Manager, who shall be responsible for all approvals, supervising the execution of works, administering the Contract, monitoring

and evaluation, and project takeover.

The Project Management requirements are detailed below;

Supervision operational costs

The cost for supervision and administration will be provided by the Implementing Agency.

Other costs that shall be covered in this project includes; These costs will be provided by the contractor to ensure compliance to statutory requirements for:

- a. Environmental concerns which are not covered in the project.
- b. Stakeholders' awareness campaigns.
- c. Labour relations.

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall submit to the Project Manager for his approval, two (2) sets of manufacturers' specifications, drawings, catalogues, pamphlets, newspaper clippings, diagrams and other descriptive data for all materials and equipment to be furnished under the Contract not later than twenty-eight (28) days prior to purchasing them. The approval of the specifications, drawings, catalogues, pamphlets, newspaper clippings, diagrams and other descriptive data by the Project Manager shall not relieve the Contractor of any of his responsibilities under the Contract.

After completion, the bidder shall submit to the Employer through the Project Manager all of as built drawings and maintenance schedules, clearly revised and brought up to date by the Contractor to show the permanent construction actually made. The submission shall be made in the following manner and quantity:

1. One (1) set of the A1 size reproducible drawings on high quality polyester transparent film (or similar material),
2. Five (2) bound sets of reduced size, clearly photocopied drawings with hard cover (A3 size), and
3. Five (2) USB discs of well compiled documents (editable soft copies)

The Contractor shall, before the tenth (10) day of each month, submit four (2) copies of a monthly progress report, in English, in a format acceptable to the Project Manager detailing the progress of the work accomplished during the preceding month. The report shall contain but not be limited to the following:

- (1) A list and description of all construction works performed during the month and an overall updated programme both scheduled and actual progress of each work.
- (2) The total overall percentage of the Work completed as well as the projected percentage thereof to be completed to the end of the month, and with appropriate comments to explain any differences and how to regain any lost time or setbacks which may have occurred.
- (3) The percentage of each main work activity completed as well as the projected percentage thereof to be completed to the end of the month.

- (4) A list of quantities of each work (including temporary work) performed during the month and illustrations showing the exact location of work done such as concrete lift schedule.
- (5) A list of major works (including temporary works) scheduled to be started within the next one (1) month and estimated quantities thereof. If the expected starting and/or completion dates are different from those shown on the updated programme, an explanation is to be given.
- (6) A list of local labour (in man-day by trade classification) employed during the month and a statement about labour relations including shifts and hours of works executed and an explanation of any actual or potential problems.
- (7) A list, if any, of expatriate personnel (in man-month by position) employed during the month.
- (8) A table showing actual working hours of each item of construction equipment, a list of stand-by equipment, and a list of unserviceable (inoperable) equipment describing action being taken to get it back in operation.
- (9) A quantity list of the Contractor's construction materials consumed or used during the month and accumulated quantities thereof.
- (10) Digital photographs, in colour, of appropriate picture resolution of the work in progress at locations directed by the Project Manager throughout the Contract period. The photographs shall be taken at the start, during and at the completion of each major component of the work as directed by the Project Manager.
- (11) Summary of quality control tests of materials and the products performed during the month for concrete work in permanent structures, involving numbers of performance on each test and contrasted fluctuations of materials and the product properties with the specified range of their quality, including the results of both routine and check tests.
- (12) A general description of the weather, listing rainfall in mm, maximum and minimum temperatures, and river water levels accurate to 1 cm, for each day throughout the month.
- (13) A statement concerning the effectiveness of the safety/security activities including a list of each accident involving the hospitalization and/or death of any person and a list of any major thefts. Also, a list of any accidents in which equipment was damaged to the extent it became inoperable, and any fire which occurred.
- (14) A list of the letters, drawings, and documents received from or submitted to the Project Manager and/or Employer during the month.

SITE MANAGEMENT

Management of the development Solar pumping system during construction will be the responsibility of the Contractor until project is fully handed over

C. FINANCIAL EVALUATIONS

SUMMARY FOR THE PUMPS SOLARIZATION, MONITORING AND MANAGEMENT PROJECT

NAME OF WSP:	NAWASSCO LIMITED.	
PROJECT TITLE:	BAHARINI BOREHOLES LANET - SOLARIZATION, MONITORING AND MANAGEMENT	
NO.	ITEM DESCRIPTION	TOTAL COST (KSHS).
1	MATERIALS	
	Solarisation, powering pumps, monitoring and management system (materials)	
	Sub Total	
2	LABOUR COSTS	
	Solarisation, powering pumps, monitoring and management system (labour)	
	Sub Total	
	Total Cost of Project	
	Add 1.5% Contingency	
	Add 16% V.A.T	
	Grand Total	

NO.	DESCRIPTION	UNIT	QUANTIT Y	UNIT COST	TOTAL COST
1	BOREHOLE PUMPS SOLARIZATION REQUIREMENTS (MATERIALS)				
1.1	360kw solar inverter as INVT MG 4000-5500W MODEL NO-0315KW-A or equivalent	No.	1		
1.2	Sine wave harmonics filter as Grundfos ZENER or ECODRIVE 8000 or equivalent.	No.	2		
1.3	330watts double glass polycrystalline silicone solar module	No.	1,091		
1.4	stainless steel solar module support structure	Watt	360,030		
1.5	DC PV Disconnect switch 1000VDC/200A	No.	15		
1.6	4ST 1000V/300A PV Solar Array intelligent Combiner box (24 strings).	No.	16		
1.7	DC water level automatic control Unit c/w ultrasonic transmitter and receiver.	No.	5		
1.8	6mm2x2 solar PV (Photovoltaic) cable	m	1,250		
1.9	35mm2x4 core pvcswapvc underground cable-power	m	1,500		
1.10	1.5mm2x2 core pvcswapvc underground cable-electrodes.	m	1,500		
1.11	Weather proof enclosure size 1500mm x 1000mm x 350mm (Enclosure class IEC 34-5 IP20. Efficiency (99.4%) Temperature (50 degrees Celsius) Frequency (50hz) with lockable door.	No.	5		
1.12	200A Triple pole neutral Solar energy PV (photovoltaic) DC Isolator	No.	5		
1.13	800A Solar Automatic changeover/Transfer switch for ATS Power Distribution panel	No.	1		
1.14	Installation sundries	Item	sum		
1.15	Automated reading GSM DLMS 3 phase AC commercial smart electric kwh meter 3x200A c/w correct size of connection CTs. Model CA368-DC.Black lit LCD 8 Digits with Incons, Accuracy-0.5s	No.	5		

1.16	360 kw 3 phase 415v automatic control panel main control panel for all borehole systems.	No.	1		
1.17	Provision for materials to erect solar support structure eg. Mild steel hollow section and support members, cement, stones, hardcore, sand and manhole construction with their covers etc.	Item	sum		
1.18	Provision for transportation of equipment and materials to site	Item	sum		
1.19	Precast concrete cable route marker blocks for all underground installed cables. The name " SOLAR CABLE" engraved on it size 100mm x 200mm x 800mmL	No.	40		
1.20	Precast concrete danger/ hatari tiles for covering all installed. Solar transmission cables. size 400mm x 300mm x 50mm.	No.	3,600		
1.21	High density HDPE 76mm dia. Pipe for running solar cables	m	1,800		
1.22	Provision for election of 10 no. hollow section(102 x 76.2mm) Galvanised steel pole support for lightening protection system (Pure copper aerial terminations, Pure copper down conductors (25x3mm), Test joints, earth rods and other associated bonding earthing systems.	No.	10		
1.23	Weather proof enclosure size 1000mm x 600mm x 350mm (Enclosure class IEC 34-5 IP20. Efficiency (99.4%) Temperature (50 degrees Celsius) Frequency (50hz) with lockable door and 4no. Stand legs for ground mounting complete with appropriate size of copper bar connentors.	No.	5		
SUB TOTAL 1			KSH.		

BAHARINI BOREHOLES SOLARIZATION CONNECTION(LABOUR)

NO.	DESCRIPTION	UNIT	QUANTITY	LABOUR COST	TOTAL COST
2.0	PREPARATION OF THE GROUND (TIME ESTIMATE 10 DAYS)				
2.1	Excavation of ducts from the pv module installation points to power house and individual boreholes location.(include floor or wall hacking where necessary)	LM	250		
2.2	Install 3 inch HDPE Pipes to run data transmission and power cables and from PV installation points and control panels to the boreholes.(Data cables to run separately with power cables)	LM	1,800		
2.3	Install DANGER/ HATARI warning tape over the entire length of the already installed 3 INCH HDPE Pipes for data cables.	LM	1,800		
2.4	Refill the ducts and compact as required	LM	60		
2.5	Install concrete poles cables route marker	No.	40		
3.0	INSTALLATION AND COMMISSIONING				
3.1	Install, test and commission 360kw solar inverter as INVT MG 4000-5500W MODEL NO-0315KW-A or equivalent	No.	1		
3.2	Install, test and commission Sine wave harmonics filter as Grundfos ZENER or ECODRIVE 8000 or equivalent.	No.	2		
3.3	Install, test and commission 330watts double glass polycrystalline silicone solar module	No.	1,091		
3.4	Install, test and commission stainless steel solar module support structure	Watt	360,000		

3.5	Install, test and commission DC PV Disconnect switch 1000VDC/200A	No.	15		
3.6	Install, test and commission 4ST 1000V/300A PV Solar Array intelligent Combiner box (24 strings)	No.	16		
3.7	Install, test and commission DC water level control Unit c/w ultrasonic transmitter and receiver.	No.	5		
3.8	Install, test and commission 6mm2x2 solar PV (Photovoltaic) cable	MTR	1,250		
3.9	Install, test and commission 35mm2x4 core pvcswapvc underground cable-power	MTR	1,500		
3.10	Install, test and commission 1.5mm2x2 core pvcswapvc underground cable-electrodes & float switch	MTR	1,500		
3.11	Install, test and commission Weather proof enclosure size 1500mm x 1000mm x 350mm (Enclosure class IEC 34-5 IP20. Efficiency (99.4%) Temperature (50 degrees Celsius) Frequency (50hz)	No.	10		
3.12	Install, test and commission 300A Triple pole neutral Solar energy PV (photovoltaic) DC Isolator	No.	5		
3.13	Install, test and commission 800A Solar Automatic changeover switch	No.	1		
3.14	Install, test and commission Automated reading GSM DLMS 3 phase AC commercial smart electric kwh meter 3x500A c/w correct size of connection CTs. Model CA368-DC.Black lit LCD 8 Digits with Incons, Accuracy-0.5s	No.	5		

3.15	Install, test and commission precast concrete cable route marker blocks for all underground installed cables. The name " SOLAR CABLE" engraved on it size 100mm x 200mm x 800mmL	No.	40		
3.16	Install, test and commission a solar support structure made of mild steel hollow section securely fixed in situ by use of concrete slab at the base using cement, stones, hard cores and sand. Fix the fabricated stainless steel structure and modules fixed on the on top of the erected structure as required.	Item	sum		
3.17	Install, test and commission precast concrete danger/ hatari tiles for covering all installed. Solar transmission cables. size 400mm x 300mm x 50mm.	No.	3,600		
3.18	Fabrication of a stainless structure and fix all the solar modules to an appropriate angle to receive maximum sun rays for maximum solar power generation.	Item	sum		
3.19	Install, test and commission a 360kw 3 phase 415v automatic solar control panel for all borehole systems.	No.	1		
3.20	Install, test and commission lightening arrestors' components eg. Aerial termination(spikes and pure copper rods, down conductor(pure copper tapes), test joints and proper earthing for all installed equipment, fitting and data cables by carrying out connections by using earth lead and pure copper earth rods and other bonding accessories.	item	sum		
4.00	POST MONITORING EXERCISE ESTIMATED TIME 4 WEEKs				

4.1	Allow for 4weeks to observe and train performance of the online systems.	Item	1		
4.2	Allow ksh 150,000 for project supervision and monitoring	Item	1		
TOTAL LABOUR COST					KSH

STANDARD FORMS

FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addend Nos...*[Insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[Description of services]* in conformity with the said tender documents for the sum of. *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to 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, and delivered by _____ the _____ (for the tenderer) in the presence of _____.

TENDER SECURITY FORM

Whereas[name of the tenderer](Hereinafter called “the tenderer”) has submitted its tender dated.....[date of submission of tender]for the provision of[Name and/or description of the services] (Hereinafter called “the Tenderer”).....KNOW ALL PEOPLE by these presents that WE.....Of.....having registered office at[name of procuring entity](hereinafter called “the Bank”)are bound unto.....[name of procuring entity](hereinafter called “the procuring entity”) in the sum offor which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

Theconditionsofthisobligationare:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the TenderFormor
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period oftendervalidity:
(a) fails or refusestoexecutetheContractForm,ifrequired;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 Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

.....[name of the Procuring entity] WHEREAS.....[name of tenderer](hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number _____ of the contract] _____ dated _____ 20 _____ to supply.....

.....[Description services](Hereinafter called "the contract") AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract. AND WHEREAS we have agreed to give the tenderer a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits _____ of [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....[Name of tender].....Gentlemen and/or Ladies: In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,.....
.....[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of.....[amount of guarantee in figures and words] We, the.....
.....[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

**NAKURU WATER AND SANITATION SERVICES CO. LTD CONFIDENTIAL
QUESTIONNAIRE FORM**

Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

Postal Address Tel No. Fax E mail

.....

Nature of Business

Registration Certificate No.

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

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

(a) Citizenship details

.....

Part 2 (b) Partnership

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
(a)
			
(b)
			
(c)
			
(d)
			

	Part 2 (c) – Registered Company
Private or Public	
State the nominal and issued capital of company-	
Nominal Kshs.	
Issued Kshs.	
Given details of all directors as follows	
Name	Nationality
Shares	Citizenship Details
1.....
2.
3.
4.
5
.....
.....
Date	Seal/Signature of Candidate
.....

DECLARATION

I hereby certify that the information provided is true and if established to be false may lead to my dis-qualification.

Name Tenderer..... Address.....

Name of witness..... Address

Signature of Tenderer.....

Date.....

AFFIX COMPANY STAMP

