

**RUIRU - JUJA WATER AND SEWERAGE CO. LIMITED
(RUJWASCO)**



**TENDER FOR SUPPLY OF WATER FITTINGS –
FRAMEWORK CONTRACT
OPEN NATIONAL TENDER**

RUJWASCO/T/111/2025-2026

**Ruiru-Juja Water & Sewerage Company Ltd
Next to Kenyatta University, Ruiru Campus
P.O BOX 1165-00232
Ruiru**

FEBRUARY 2026

**TENDER CLOSING DATE: 11TH MARCH 2026 TIME:
1000HRS (EAST AFRICA TIME)**

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INVITATION TO TENDER

1. **Ruiru Juja Water and Sewerage Company (RUJWASCO)** invites sealed tenders from interested and eligible candidates for the **Supply and Delivery of water fittings on a framework contract period of two (2) years renewable annually subject to satisfactory performance.**
2. Tendering will be conducted under open competitive method (National using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *[during normal working hours on Monday to Friday between 0900hrs to 1600hrs (East Africa Time).]* at the address given below.

Procurement Department
Ruiru Juja Water and Sewerage Company Limited
Next to Kenyatta University,
P.o Box 1165-00232
Email: procurement@ruiruwater.co.ke

4. Tender documents may be viewed and downloaded for free from the website www.ruiruwater.co.ke. Tenderers who download the tender document must forward their particulars immediately to procurement@ruiruwater.co.ke to facilitate any further clarification or addendum.
5. Completed tenders must be delivered to the address below;
Ruiru-Juja Water & Sewerage Company Ltd
Next to Kenyatta University, Ruiru Campus
P.O BOX 1165-00232
Ruiru

and deposited in the Tender Box provided at Reception Area on Ground Floor, **on or before 11th March 2026 at 1000hrs.** Tenders that do not fit in the tender box shall be deposited at the Managing Director Office and recorded.

6. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
7. Late tenders will be rejected.
8. The addresses referred to above are:
 - a. **Address for obtaining further information and for purchasing tender documents**
PROCUREMENT DEPARTMENT
RUIRU JUJA WATER AND SEWERAGE COMPANY LIMITED
NEXT TO KENYATTA UNIVERSITY
P.O BOX 1165-00232
RUIRU.
www.ruiruwater.co.ke
 - b. **Address for Submission of Tenders.**
MANAGING DIRECTOR
P.O BOX 58567 – 00200, NAIROBI, KENYA
RUIRU JUJA WATER AND SEWERAGE COMPANY LIMITED
NEXT TO KENYATTA UNIVERSITY

P.O BOX 1165-00232
RUIRU.

c. Address for Opening of Tenders.

BOARD ROOM
RUIRU JUJA WATER AND SEWERAGE COMPANY LIMITED
NEXT TO KENYATTA UNIVERSITY
P.O BOX 1165-00232
RUIRU.

MANAGING DIRECTOR

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

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

2. Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall

be specified in the **TDS**.

- 32 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 33 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer
- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same - representative or ownership as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall

be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website www.ppra.go.ke

- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 3.11 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the TDS
- 3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods and Related Services

- 4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 4.2 For purposes of this ITT, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.
- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 4.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and
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there shall be no substitutions from foreign sources. The affected items are:

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

45 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Supply Requirements

- i. Section V - Schedule of Requirements

PART 3: Contract

- i. Section VI - General Conditions of Contract (GCC)
- ii. Section VII - Special Conditions of Contract (SCC)
- iii. Section VIII- Contract Forms

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

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

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

6. Clarification of Tendering Document

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

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

63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

65 The Procuring Entity shall also promptly publish anonymized (*no names*)Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre- Tender meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tendering Document

71 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

72 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

73 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

a) Preparation of Tenders

8. Cost of Tendering

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

9. Language of Tender

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

10. Documents Comprising the Tender

10.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;

- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
- d) Alternative Tender: if permissible, in accordance with ITT12;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
- h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
- i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
- j) any other document required in the **TDS**.

102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

103 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11. Form of Tender and Price Schedules

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

12. Alternative Tenders

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

13. Tender Prices and discounts

131 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

132 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

133 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

134 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

135 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

136 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any

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

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

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

a) For Goods manufactured in Kenya:

- i. the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- ii. any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
- iii. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.

b) For Goods manufactured outside Kenya, to be imported:

- i. the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
- ii. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;

c) For Goods manufactured outside Kenya, already imported:

- i. the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
- ii. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- iii. any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
- iv. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.

- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14. Currencies of Tender and Payment

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

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

- 151 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 153 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.
- 155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
 - a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it

offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;

- b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

17.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.

17.3 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

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

18. Tender Security

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

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

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

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

- 184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 188 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i. sign the Contract in accordance with ITT 45; or
 - ii. furnish a Performance Security in accordance with ITT 46.
- 189 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 1810 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 3.1 and ITT 10.2.
- 1811 A tenderer shall not issue a tender security to guarantee itself.

19. Format and Signing of Tender

- 191 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 192 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

- 193 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 194 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.
- 195 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

b) Submission and Opening of Tenders

20 Sealing and Marking of Tenders

- 20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
 - b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i. in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii. in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.
- 202 The inner envelopes or packages or containers shall:
- a) bear the name and address of the Procuring Entity.
 - b) bear the name and address of the Tenderer; and
 - c) bear the name and Reference number of the Tender.
- 203 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the TDS where such documents should be received.
 - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
 - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender.

Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

- 21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.
- 21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Tenders

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

23. Withdrawal, Substitution, and Modification of Tenders

- 23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.
- 23.3 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.
- 23.4 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

24. Tender Opening

- 24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.
- 24.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

- 243 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 244 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 245 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
- 246 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 247 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 248 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) number of pages of each tender document submitted.
- 249 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

c) Evaluation and Comparison of Tenders

25. Confidentiality

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

26. Clarification of Tenders

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

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

27. Deviations, Reservations, and Omissions

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

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

28. Determination of Responsiveness

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

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

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

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

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

29. Non-conformities, Errors and Omissions

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

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

Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

293 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**. The adjustment shall be based on the *average* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

30.1 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.

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

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

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

31. Conversion to Single Currency

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

32. Margin of Preference and Reservations

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

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

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

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

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

325 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33. Evaluation of Tenders

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

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

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

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

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

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

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

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

33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst

those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34. Comparison of Tenders

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

35. Abnormally Low Tenders

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

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

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

36. Abnormally High Tenders

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

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

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before

retendering.

37. Post-Qualification of the Tenderer

- 37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

- 38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) most responsive to the Tender document; and
 - b) the lowest evaluated price.

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

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

d) Award of Contract

40. Award Criteria

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

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

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

42. Notice of Intention to enter into a Contract

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

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

43. Standstill Period

- 43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

44. Debriefing by the Procuring Entity

- 44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

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

46. Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

- 47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined

by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

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

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

48. Publication of Procurement Contract

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

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

49. Procurement Related Complaints and Administrative Review

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

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

SECTION II – TENDER DATA SHEET (TDS)

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

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	<p>The reference number of the Invitation for Tenders is: RUJWASCO/T/111/2025-2026</p> <p>The Procuring Entity is: RUIRU JUJA WATER AND SEWERAGE COMPANY LIMITED</p> <p>The name of the Contract is: SUPPLY AND DELIVERY OF WATER FITTINGS – FRAMEWORK CONTRACT</p> <p>The number and identification of lots (contracts) comprising this Invitation for Tenders is: <i>[Not Applicable]</i></p>
ITT 1.2(a)	Electronic –Procurement System - Not Applicable
ITT 2.3	<p>The Information made available on competing firms is as follows: Not applicable</p> <p>The firms that provided consulting services for the contract being tendered for are: Not Applicable</p>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be <i>Not Applicable</i>
ITT 3.7	A list of debarred firms and individuals is available on the PPRAs website: www.ppra.go.ke
ITT 3.11	The tender is open to local manufacturers of lubricants only
B. Contents of Tendering Document	
ITT 6.1	<p>Address where to send enquiries is</p> <p>Managing Director Ruiru-Juja Water & Sewerage Company Ltd Next to Kenyatta University,Ruiru Campus P.O BOX 1165-00232 Ruiru Email : procurement@ruiruwater.co.ke</p> <p>A prospective tenderer requiring any clarification of the tender document may notify RUJWASCO in writing through procurement@ruiruwater.co.ke or rujwasco2017@gmail.com.</p> <p>Clarification of tenders requested by the tenderer must be received by RUJWASCO not later than Seven (7) business/working days prior to the deadline for submission of tenders.</p> <p>RUJWASCO shall reply to any clarifications sought by the tenderer within three (3) working days excluding weekends/public holidays of receiving the request</p>
ITT 6.2	A pre-tender conference will not be held
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the at the website Not applicable
C. Preparation of Tenders	
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional documents not already listed in ITT 11.1 that must be submitted with the Tender]</i>

ITT 12.1	Alternative Tenders shall not be considered.
ITT 13.5	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each lot (contract) shall correspond at to atleast 100% percent of the items specified for each lot (contract).
ITT 13.8 (a) (i) and (iii)	Place of final destination: Ruiru-Juja Water & Sewerage Company Ltd Next to Kenyatta University, Ruiru Campus P.O BOX 1165-00232 Ruiru
ITT 13.8 (a) (iii)	Final Destination (RUJWASCO OFFICES): RUIRU JUJA WATER AND SEWERAGE COMPANY LIMITED
ITT 13.8 (b) (i)	Named place of destination, in Kenya is Ruiru-Juja Water & Sewerage Company Ltd Next to Kenyatta University, Ruiru Campus
ITT 13.8 (b) (ii)	The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is Named place of destination, in Kenya is Ruiru-Juja Water & Sewerage Company Ltd Next to Kenyatta University, Ruiru Campus
13.8 (c) (iv)	The place of final destination (Project Site) is; Ruiru-Juja Water & Sewerage Company Ltd Next to Kenyatta University, Ruiru Campus
ITT 14.2	Foreign currency requirements not allowed.
ITT 15.4	Warranty Period of time the Goods are expected to be functioning (one-year warranty). Period of validity of warranty for personal protective equipment shall be one (1) year.
ITT 16.2 (a)	Manufacturer's authorization is required. Tenderer must provide owners authorization form or letter addressed to Ruiru Water and Sewerage Company Limited stating the tenderer is the manufacturer.
ITT 16.2 (b)	After sales service is required
ITT 17.1	The Tender validity period shall be 150 days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days. (b) The Tender price shall not be adjusted by the following percentages of the tender price within the period of the contract duration.- Not applicable
ITT 18.1	A Tender Security shall be required. All Tenders must be accompanied by Original Tender Security (Bid bond) of Kenya Shillings One hundred thousand only (Kshs 100,000); in form of a Bank guarantee from a bank licensed and operating in Kenya or another bank recognized by the Central Bank of Kenya or tender security from an Insurance Company duly recognized by the Public Procurement Regulatory Authority of Kenya (PPRA).
ITT 19.1	In addition to the original of the Tender, the number of copies is: [one copy] a) Tenderers shall be required to provide firmly bound tender documents (original and copy) in either spiral, perfect cover, hard cover or case bound). b) The tender documents shall be paginated/serialized (each page of the tender submission must have a number and the numbers must be in chronological order). For pagination, the numbering system to be used are numerical numbers, i.e. 1,2,3,4,5,6,7,8,9,10.....n (n being the last

	<i>page of the tender document).</i>
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>[Duly dated and stamped Power of Attorney signed by a legally authorized representative of the tenderer.]</i>
D. Submission and Opening of Tenders	
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: Tenders that do not fit in the tender box shall be deposited at the Managing Director Office and recorded using the register located at the reception area.
ITT 21.1	For Tender submission purposes only, the Procuring Entity's address is: Attention: Managing Director, Ruiru-Juja Water & Sewerage Company Ltd Next to Kenyatta University, Ruiru Campus P.O BOX 1165-00232 Ruiru Electronic mail address: procurement@ruiruwater.co.ke The deadline for Tender submission is: Date: 11th March 2026 Time: 10:00 a.m. Tenderers [<i>shall not</i>] have the option of submitting their Tenders electronically. The electronic Tendering submission procedures shall be: [Not Applicable]
ITT 24.1	The Tender opening shall take place at: Board Room Ruiru-Juja Water & Sewerage Company Ltd Next to Kenyatta University, Ruiru Campus P.O BOX 1165-00232 Ruiru Date: 11th March 2026 Time: 10:00 a.m. The electronic Tender opening procedures shall be <i>not Applicable</i>.
ITT 24.6	The number of representatives of the Procuring Entity to sign is three (3).
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below: Not applicable
ITT 31.1	Currency of the tender The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shillings
ITT 32.3	A margin of preference and/or reservation shall not apply.
ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations Not applicable
ITT 33.2	Price evaluation will be done for all items The award of the tender will be to the tenderer with the lowest evaluated price subject to the tenderer having met the preliminary, technical and commercial requirements subject to Option 1 and subsequently Option 2 if Option 1 is not feasible in clause 2.2.4, Section III – Evaluation and Qualification Criteria
ITT 33.2 (d)	Additional evaluation factors are Not Applicable
ITT 33.6	The adjustments shall not be allowed

	F. Award of Contract
ITT 41.1	<p>Variation of Scope</p> <p>The maximum percentage by which quantities may be increased is: <i>[Not applicable)-Framework Contract</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>[Not Applicable -)Framework Contract</i></p>
ITT 41.1	<p>Variation of Prices</p> <p>Variation of prices shall be guided by Public Procurement and Asset Disposal Act, 2015</p> <p>Ruiru Water and Sewerage Company Limited shall increase or decrease the quantity of goods and related services by an amount not exceed 25% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.</p>
ITT 47.3	<p>Performance Security</p> <p>Performance security shall be in the sum of Kenya Shillings 10% of the contract price in form bank guarantee renewable annually</p>
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>Managing Director Ruiru-Juja Water & Sewerage Company Ltd Next to Kenyatta University,Ruiru Campus P.O BOX 1165-00232 Ruiru procurement@ruiruwater.co.ke</p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

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

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

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

2. Evaluation of Tenders (ITT 33)

2.1 Successful Tender or Tenders

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

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

2.2 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

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

MANDATORY REQUIREMENTS TO BE USED FOR PRELIMINARY EVALUATION

No.	Documentation /Requirement	Requirement	Tenders Remarks Provided/Not Provided
1.	Shall be firmly bound and should not have any loose pages. Spring and Box files are not acceptable.	Mandatory	
2.	Shall be submitted in One Original and One Copy of the Original	Mandatory	
3.	Power of Attorney to Sign the Tender Documents.	Mandatory	
4.	Copy a valid of Certificate of Registration /Incorporation	Mandatory	
	Copy of a valid Kenya Revenue Authority Tax Compliance Certificate	Mandatory	
	Copy of a valid CR 12 from Registrar of Companies.	Mandatory	
5.	Copy of valid single business permit	Mandatory	
6.	Proof of business turnover of over Kes. 200,000,000.00 per annum from financial statements. Provide Audited Accounts for the three (3) years 2022-2023-2024. All pages must be initialed and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated and a valid practicing license shall be provided for self.	Mandatory	
7.	Tender Security amounting to Kenya Shillings One Million Kenya Shillings (Kshs 1,000,000.00) in form of a Bank Guarantee drawn by a bank licensed and operating in Kenya or a guarantee from an Insurance Company registered with the Insurance Regulatory Authority (IRA) and listed by the Public Procurement Regulatory Authority (PPRA). The tender security should be valid for a period of 30 days beyond the tender validity period, i.e. 180 days from the date of tender opening.	Mandatory	
8.	Duly filled, Signed and Stamped form of Tender	Mandatory	
9.	Duly filled, signed and stamped Confidential Business Questionnaire Form - to establish that the bidder is not in any conflict of interest.	Mandatory	
10.	Duly Filled, Signed and Stamped Price Schedules. The forms must be completed without any alterations and no substitutes shall be accepted.	Mandatory	
11.	Duly filled, signed and stamped Certificate of Independent Tender Determination – to declare that the bidder has completed the tender without	Mandatory	

	colluding with other tenderers.		
12.	Duly filled and signed self declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015	Mandatory	
13.	Duly filled and signed self declaration that the person/tenderer will not engage in any corrupt or fraudulent practice	Mandatory	
14.	Duly filled, signed and stamped - Declaration and Commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.	Mandatory	
15.	The Tender MUST be submitted be in the required format (The Tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” firmly bound) and serialized on each page of the bid submitted, Sec.74.1. i. of the PPADA, 2015. The bidder must also submit the soft copy of the BOQ in CD ROM or Flash Disk bound together with the hardcopy documents	Mandatory	
	Properly bound (spiral or perfect cover, hard cover or case bound), paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order). For pagination, the Numerals to be used shall be, i.e. 1,2,3,4,5,6,7,8,9,10.	Mandatory	
16.	Tenderers MUST provide a duly filled and signed Manufacturer’s Authorization Letter (the manufacturers should clearly indicate in a letter from itself) addressed directly to Ruiru-Juja Water and Sewerage Company. The letter MUST demonstrate that the tenderer has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya. The letter MUST states the category of items in this tender document the tender is authorized to supply which must include all appurtenances:	Mandatory	
17.	Duly Filled, Signed and Stamped FORM FIN – 3.3: The bidder to provide a certified letter from a reputable bank confirming credit worthiness that the bidder can access credit facility/line as stated in the form. For bidders with credit facility/line as the only sources of financing, the specified amount must not be less than Kshs 10,000,000.00 (Ten million) and the letter must be addressed to the stated address in this ITT	Mandatory	

Tenderers **Must** submit all of the above documents to be used for preliminary evaluation (tender eligibility).Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

PRICE EVALUATION

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

221 Evaluation of Technical aspects of the Tender

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

TECHNICAL EVALUATION

The Evaluation criteria given in the table below will be used for technical evaluation of the tender for Supply and Delivery of Water Fittings.

EVALUATION CRITERIA FOR THE TENDER FOR SUPPLY AND DELIVERY OF WATER FITTINGS.

ITEM	DESCRIPTION	Meets the criteria/ Does not Meet the Criterial (YES/NO)
Have a signed agreement / letter as a local certified service provider or certified by a manufacturer to act as local service provider	Tenderers MUST provide a duly filled and signed Manufacturer’s Authorization Letter (the manufacturers should clearly indicate in a letter from itself) addressed directly to Ruiru-Juja Water and Sewerage Company. The letter MUST demonstrate that the tenderer has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya. The letter MUST states the category of items in this tender document the tender is authorized to supply which must include the following: <ul style="list-style-type: none"> • Air valves • Pressure reducing valves • Non return valves • Butterfly valves • Gate Valves • Tensile flange adaptors dedicated for pe pipes The manufacturer’s letter (s) should align with the submitted specifications the tenderer has quoted for	
Experience of the bidder related to the assignment	Provide at least 3 documentary pieces of evidence in form of LPOs, award letters or contracts to which the company has offered similar services (supply of fittings and appurtenances of value ≥) Ksh 10,000,000.00	
Financial capability	Audited Accounts for 2024, 2023 and 2022	

	Annual Turnover of over Kshs. 200 million for the last 3 years									
Credit Period: Indicate Credit Period willing to offer – Above 150 Days	Bidder to provide Letter addressed directly to Ruiru-Juja Water and Sewerage Company. The letter MUST indicate the Credit Period									
The supplier will submit specifications for the meters they intend to supply category	Provide detailed specifications from the manufacturers of the following appurtenances which demonstrate adherence to the requirements in the Technical Specifications of this tender document: <ul style="list-style-type: none"> ✓ Air valves ✓ Pressure reducing valves ✓ Non return valves ✓ Butterfly valves ✓ Gate Valves ✓ Tensile flange adaptors dedicated for pe pipes 									
Demonstrate availability of technical support and service staff (Attach CV's).	Contractor's Representative and Key Personnel Curriculum Vitae (CVs) of the Proposed Key Staff must be presented in the provided format and duly signed by the proposed individual. Copies of certificates and Annual Practicing Licenses (for Project Managers) and Academic Certificates for all staff is mandatory.									
	<table border="1"> <thead> <tr> <th>Proposed Staff</th> <th>Qualification</th> </tr> </thead> <tbody> <tr> <td>Site Agent</td> <td>BSc. or M.Sc. in Civil Engineering). Reg. Eng with EBK General Experience of 10 Years in water supply projects Specific Experience = 3 Years Valid EBK Annual Practicing Licenses Academic Certificates</td> </tr> <tr> <td>Foreman</td> <td>Must have a Diploma in Civil Eng.. General Experience 5 Years, Specific Experience = 3 Years Academic Certificates</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Proposed Staff	Qualification	Site Agent	BSc. or M.Sc. in Civil Engineering). Reg. Eng with EBK General Experience of 10 Years in water supply projects Specific Experience = 3 Years Valid EBK Annual Practicing Licenses Academic Certificates	Foreman	Must have a Diploma in Civil Eng.. General Experience 5 Years, Specific Experience = 3 Years Academic Certificates			
Proposed Staff	Qualification									
Site Agent	BSc. or M.Sc. in Civil Engineering). Reg. Eng with EBK General Experience of 10 Years in water supply projects Specific Experience = 3 Years Valid EBK Annual Practicing Licenses Academic Certificates									
Foreman	Must have a Diploma in Civil Eng.. General Experience 5 Years, Specific Experience = 3 Years Academic Certificates									
Results		Pass/ Fail								

The pass for technical evaluation is to be considered if the tenderer meets all the technical evaluation criteria. Only those who meet this score will be considered for financial evaluation and matching up of lowest evaluated prices.

Note:

- (i) Bidders must meet all the mandatory requirements to qualify for general and technical requirements.
- (ii) To qualify for financial evaluation, the bidder must meet all criteria set in the technical evaluation criteria
- (iii) The bidders to ensure that their rates in the bills of quantities are within the known prevailing market rates as per the attached specifications pursuant to

section 70(6) (b) of PPADA, 2015 read together with Regulation 43 (4) of the Public Procurement and Disposal Regulations, 2020

(iv) The lowest evaluated bidder price per item shall be used to set the items prices which shall be used to match the rate for all evaluated bidders

(v) Any information provided by the bidder may be verified by the company as part of due diligence and if information is found to be false, the company may be disqualified

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

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

223 Evaluation Criteria (Other Factors) (ITT 33.6)

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

a) Delivery schedule.

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

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

b) Deviation in payment schedule. *[insert one of the following]*

- 26
- i. tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall be evaluated on the basis of this base price. tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.

or

- ii. The SCC stipulates the payment schedule specified by the Procuring Entity. If a Tender deviate from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].

c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the followings]*

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

or

The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the TDS 15.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the Tender price, for evaluation purposes only.

Or

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

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

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

e) Life Cycle Costs

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

- i. number of years for life cycle cost determination [*insert the number of years of economic life of Goods*];
- ii. the discount rate to be applied to determine the net present value of the life-cycle-cost is [*insert the discount rate*];
- iii. the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology:
- iv. and the following information is required from tenderers

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

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

Or

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

g) Specific additional criteria

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]

224. Multiple Contracts (ITT 33.4)

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

OPTION 1

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

OPTION 2

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

225. Alternative Tenders

(ITT 13.1) An alternative if permitted under ITT 13.1, will be evaluated as follows: [insert one of the following]

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

or

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

3. MARGIN OF PREFERENCE

- 31 If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.
- 32 The margin of preference will be applied in accordance with, and subject to, the following provisions:
- a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.
 - b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:
 - i. **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and
 - c) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender Submission date;
 - ii. **Group B:** All other Tenders offering Goods manufactured in Kenya;
 - iii. **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
 - a) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
 - b) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
 - c) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
 - d) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be

imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

4. Post-Qualification of Tenderers (ITT 37)

41 Post-Qualification Criteria (ITT 37.1)

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

42 If the Tenderer is a manufacturer

a) Financial Capability

- i. The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings _____[or equivalent].
- ii. Minimum average annual supply turnover of Kenya Shillings _____[insert amount, specify a figure about 2.5 times the total Tender price)] or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last _____[insert number of years). In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

b) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words “Similar Goods” have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document.] Samples of Experience Requirements:

- i. The Tenderer shall be manufacturing similar Goods for the last _____(specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured).

of the Tenderer, manufacturer or the member of JV as the case may be, in the last _____(*specify years*).
The required information shall be furnished as per form CON-2].

45 Pending Litigation

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

46 Litigation History

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

SECTION IV - TENDERING FORMS

1. Form of Tender Tenderer Information Form Tenderer JV Members Information Form
2. Price Schedule: Goods Manufactured Outside Kenya, to be Imported
3. Price Schedule: Goods Manufactured Outside Kenya, already imported
4. Price Schedule: Goods Manufactured in Kenya
5. Price and Completion Schedule – Related Services
6. Form of Tender Security – Demand Guarantee
7. Form of Tender Security (Tender Bond)
8. Form of Tender -Securing Declaration
9. Manufacturer's Authorization Form

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

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

Tender Name and Identification:[insert identification]

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

To: [Insert complete name of Procuring Entity]

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

Or

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

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

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots:

- a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and
- b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
- i. The discounts offered are: *[Specify in detail each discount offered.]*
 - ii. The exact method of calculations to determine the net price after application of discounts are shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **(h) Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- r) **We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:**
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

Signature of the person named above: [insert signature of person whose name and capacity are shown above] **Date signed** [insert date of signing] **day of** [insert month], [insert year]

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____

[Name of Procuring Entity] for: _____

[Name and number of tender] in response to the request for tenders made by: _____

[Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____

[Name of Tenderer] that:

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

Name

Title

Date

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

SELF-DECLARATION FORMS

FORM SD1

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/Company.....

Date.....
(Company Seal/ Rubber Stamp where applicable)

Witness

Name

.....

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

- 23 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
 - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
 - c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i)

applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

TENDERER INFORMATION FORM

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

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

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

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

Page _____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

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

A. Tenderer's details

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

General and Specific Details

a) Sole Proprietor, provide the following details.

Name in full _____

Age _____

Nationality _____

Country of Origin _____

Citizenship _____

b) Partnership, provide the following details.

	Name s of Partn ers	Nationa lity	Citizens hip	% Shar es own ed
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent)
 Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

(ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(f) Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

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

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

PRICE SCHEDULE FORM

[The tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated.]

Date: _____

FERROUS FITTINGS AND APPURTENANCE				
#	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE (KES)
GALVANIZED THREADED UNION CLASS B				
1	GS UNION 1/2 "	No	200	
2	GS UNION 3/4 "	No	200	
3	GS UNION 1 "	No	200	
4	GS UNION 1 ¼ "	No	200	
5	GS UNION 2"	No	200	
6	GS UNION 2½"	No	200	
7	GS UNION 3"	No	20	
8	GS UNION 4"	No	20	
9	GS UNION 6"	No	20	
10	GS UNION 8"	No	20	
GALVANIZED IRON THREADED PIPES CLASS B (6m long)				
11	DN 15mm	No	50	
12	DN 20mm	No	50	
13	DN 25mm	No	30	
14	DN 40mm	No	20	
15	DN 50mm	No	20	
16	DN 75mm	No	10	
GALVANIZED IRON THREADED PIPES CLASS B (450mm long for customer meter installation)				
17	DN 15mm	No	9000	
18	DN 20mm	No	500	
19	DN 25mm	No	200	
20	DN 40mm	No	100	
THREADED BRASS GATE VALVES (PN 16)				
21	DN 15mm	No	4500	
22	DN 20mm	No	250	
23	DN 25mm	No	100	
24	DN 40mm	No	200	
25	DN 50mm	No	200	
26	DN 80mm	No	500	
GALVANIZED IRON TEES PN CLASS B				
17	G.I. Tee Equal ½"	" "	No.	18000
18	G.I. Tee Equal ¾"	" "	No.	500
19	G.I. Tee Equal 1"	" "	No.	200
20	G.I. Tee Equal 1¼"	" "	No.	400
21	G.I. Tee Equal 1½"	" "	No.	100
22	G.I. Tee Equal 2"	" "	No.	100
23	G.I. Tee Equal 3"	" "	No.	100
24	GI Tee Equal 4"	" "	No.	100
25	G.I. Tee Equal 6"	" "	No.	100

GALVANIZED THREADED PLUGS CLASS B

26	GI PLUG 1/2 "	No	2000	
27	GI PLUG 3/4 "	No	1000	
28	GI PLUG 1 "	No	500	
29	GI PLUG 1 1/4 "	No	100	
30	GI PLUG 1 1/2 "	No	100	
31	GI PLUG 2 "	No	100	
32	GI PLUG 2 1/2 "	No	100	
33	GI PLUG 3 "	No	100	
34	GI PLUG 4 "	No	100	
35	GS UNION 6"	No	100	

GALVANIZED THREADED HEXAGONAL NIPPLE CLASS B

36	GS NIPPLE 1/2 "	No	2000	
37	GS NIPPLE 3/4 "	No	1000	
38	GS NIPPLE 1 "	No	500	
39	GS NIPPLE 1 1/4 "	No	100	
40	GS NIPPLE 2"	No	100	
41	GS NIPPLE 2 1/2	No	100	
42	GS NIPPLE 3"	No	100	
43	GS NIPPLE 4"	No	100	

GALVANIZED STEEL THREADED 90 DEGREES ELBOW CLASS B

44	GS ELBOWS 1/2 "	No	2000	
45	GS ELBOWS 3/4 "	No	1000	
46	GS ELBOWS 1 "	No	500	
47	GS ELBOWS 1 1/4 "	No	100	
48	GS ELBOWS 2"	No	100	
49	GS ELBOWS 2 1/2	No	100	
50	GS ELBOWS 3"	No	100	
51	GS ELBOWS 4"	No	100	
			100	

GALVANIZED IRON BACK NUTS CLASS B

52	Back nut G.I. 3/8" (Brook Class)	No.	50	
53	Back nut G.I. 1/2" (Brook Class)	No.	50	
54	Back nut G.I.1 1/4" (Brook Class)	No.	50	
55	Back nut G.I.1 1/2 (Brook Class)	No.	5	
56	Back nut G.I. 2" (Brook Class)	No.	5	

GALVANIZED IRON THREADED ELBOWS CLASS B

57	Bends G.I. 6"x45°	No.	5	
58	Bends G.I. 4"x45°	No.	5	
59	Bends G.I. 3"x45°	No.	5	
60	Bends G.I. 2"x45°	No.	5	
61	Bends G.I. 1 1/2"x45°	No.	5	
62	Bends G.I.1 1/4"x45°	No.	5	
63	Bends G.I. 1"x45°	No.	5	
64	Bends G.I. 3/4"x45°	No.	5	
65	Bends G.I. 1/2"x45°	No.	5	

GALVANIZED IRON THREADED REDUCING BUSH CLASS B

66	Reducing bush ½"x ¾"	No.	500	
67	Reducing bush 1½"x ½"	No.	500	
68	Reducing bush 1"x ¾"	No.	500	
69	Reducing bush 1" x ½ "	No.	500	
70	Reducing bush 1" x 1½"	No.	500	
71	Reducing bush 1½" x ½	No.	500	
72	Reducing bush 1½" x ¾	No.	5	
73	Reducing bush 1½" x 2"	No.	5	
74	Reducing bush 1½" x1¼"	No.	5	
75	Reducing bush 2" x 1"	No.	5	
76	Reducing bush 2" x 1½"	No.	5	
77	Reducing bush 3" x 1 ½"	No.	5	
78	Reducing bush 3" x 2"	No.	5	
79	Reducing bush 3" x 1"	No.	5	
80	Reducing bush 4" x 2"	No.	5	
81	Reducing bush 4" x 3"	No.	5	
82	Reducing bush 4" x 1½"	No.	5	
83	Reducing bush 3 x 1¼"	No.	5	
83	Reducing bush 6" x 4"	No.	5	
84	Reducing bush 6" x 3"	No.	5	
85	Reducing bush 6" x 2"	No.	5	

GALVANIZED IRON SOCKET CLASS B

86	G.I. Sockets ½" Class B	No.	500	
87	G.I. Sockets ¾" Class B	No.	300	
88	G.I. Sockets 1" Class B	No.	300	
88	G.I. Sockets 1¼" Class B	No.	100	
89	G.I. Sockets 1½" Class B	No.	100	
89	G.I. Sockets 2" Class B	No.	200	
90	G.I. Sockets 3" Class B	No.	20	
90	G.I. Sockets 4" Class B	No.	10	
91	G.I. Sockets 6" Class B	No.	4	

GALVANIZED IRON REDUCING SOCKET CLASS B

92	Reducing Socket 1½"x ¾" GS	No.	100	
93	Reducing Socket 1½" x 1 GS	No.	100	
94	Reducing Socket 1" x ¾" GS	No.	100	
95	Reducing Socket 1"x ½ GS	No.	100	
96	Reducing Socket 1½" x 1½" GS	No.	100	
97	Reducing Socket 1½" x 2" GS	No.	100	
98	Reducing Socket 2" x 1" GS	No.	100	
99	Reducing Socket 3" x 1" GS	No.	100	
100	Reducing Socket 4" x 1" GS	No.	100	
101	Reducing Socket 4" x 2" GS	No.	100	
102	Reducing Socket 4" x 3" GS	No.	100	
103	Reducing Socket 6" x 3" GS	No.	100	
104	Reducing Socket 6" x 4" GS	No.	100	
105	Reducing Socket 6" x 2" GS	No.	100	

EPOXY COATED DOUBLE FLANGED STEEL PIPE (1m long) PN 16 WITH PUDDLE FLANGE

106	DN 50mm	No	50	
107	DN 75mm	No	50	
108	DN 100mm	No	50	

109	DN 150mm	No	50	
110	DN 200mm	No	50	
111	DN 250mm	No	50	
112	DN 300mm	No	50	
113	DN 350mm	No	50	
114	DN 400mm	No	50	
115	DN 450mm	No	50	
116	DN 500mm	No	50	
117	DN 600mm	No	50	
118	DN 800mm	No	50	
EPOXY COATED STEEL FLANGED ADAPTER PN 16				
119	DN 50mm	No	50	
120	DN 75mm	No	50	
121	DN 100mm	No	50	
122	DN 150mm	No	10	
123	DN 200mm	No	10	
124	DN 250mm	No	10	
125	DN 300mm	No	10	
126	DN 350mm	No	10	
127	DN 400mm	No	10	
128	DN 450mm	No	10	
129	DN 500mm	No	10	
130	DN 600mm	No	10	
131	DN 800mm	No	10	
EPOXY COATED DOUBLE FLANGED STEEL PIPE (3m long) PN 16 WITH PUDDLE FLANGE				
132	DN 200mm	No	10	
133	DN 250mm	No	10	
134	DN 300mm	No	10	
135	DN 350mm	No	10	
136	DN 400mm	No	10	
137	DN 450mm	No	10	
138	DN 500mm	No	10	
139	DN 600mm	No	10	
140	DN 800mm	No	10	
EPOXY COATED SINGLE FLANGED STEEL PIPE (1m long) PN 16 WITH PUDDLE FLANGE				
141	DN 50mm	No	10	
142	DN 75mm	No	10	
143	DN 100mm	No	10	
144	DN 150mm	No	10	
145	DN 200mm	No	10	
EPOXY COATED SINGLE FLANGED STEEL PIPE (2m long) PN 16 WITH PUDDLE FLANGE				
146	DN 250mm	No	10	
147	DN 300mm	No	10	
148	DN 350mm	No	10	
149	DN 400mm	No	10	

**EPOXY COATED SINGLE FLANGED STEEL PIPE (3m long) PN 16
WITH PUDDLE FLANGE**

150	DN 450mm	No	10	
151	DN 500mm	No	10	
152	DN 600mm	No	10	

EPOXY COATED STEEL FLANGES PN 10

153	DN 50mm FLANGE	No	100	
154	DN 75mm FLANGE	No	100	
155	DN 100mm FLANGE	No	100	
156	DN 150mm FLANGE	No	100	
157	DN 200mm FLANGE	No	10	
158	DN 250mm FLANGE	No	10	
159	DN 300mm FLANGE	No	10	
160	DN 350mm FLANGE	No	10	
161	DN 400mm FLANGE	No	10	
162	DN 450mm FLANGE	No	10	
163	DN 500mm FLANGE	No	10	
164	DN 600mm FLANGE	No	10	
165	DN 800mm FLANGE	No	10	
166	DN 1000mm FLANGE	No	10	

EPOXY COATED STEEL FLANGES PN 16

167	DN 50mm FLANGE	No	100	
168	DN 75mm FLANGE	No	100	
169	DN 100mm FLANGE	No	100	
170	DN 150mm FLANGE	No	100	
171	DN 200mm FLANGE	No	10	
172	DN 250mm FLANGE	No	10	
173	DN 300mm FLANGE	No	10	
174	DN 350mm FLANGE	No	10	
175	DN 400mm FLANGE	No	10	
176	DN 450mm FLANGE	No	10	
77	DN 500mm FLANGE	No	10	
178	DN 600mm FLANGE	No	10	
179	DN 800mm FLANGE	No	10	
180	DN 1000mm FLANGE	No	10	

DOUBLE ACTING REINFORCED POLYAMIDE THREADED AIR VALVE PN 16

181	50mm AIR VALVE	No	200	
182	25mm AIR VALVE	No	200	

DUCTILE IRON/REINFORCED POLYAMIDE FLANGED AIR VALVE PN 16

183	80mm AIR VALVE	No	20	
184	50mm AIR VALVE	No	20	
185	25mm AIR VALVE	No	20	

**DOUBLE ECCENTRIC BUTTERFLY VALVE, PN16, Welded stainless steel seat,
IP68 gearbox,**

186	DN 100mm flanged Butterfly Valve	No	50	
187	DN 150mm flanged Butterfly Valve	No	50	

188	DN 200mm flanged Butterfly Valve	No	20	
189	DN 250mm flanged Butterfly Valve	No	5	
190	DN 300mm flanged Butterfly Valve	No	5	
191	DN 350mm flanged Butterfly Valve	No	5	
192	DN 400mm flanged Butterfly Valve	No	5	
193	DN 450mm flanged Butterfly Valve	No	5	
194	DN 500mm flanged Butterfly Valve	No	5	
DOUBLE ECCENTRIC BUTTERFLY VALVE, PN10, Welded stainless steel seat, IP68 gearbox,				
195	DN 100mm flanged Butterfly Valve	No	20	
196	DN 150mm flanged Butterfly Valve	No	10	
197	DN 200mm flanged Butterfly Valve	No	10	
198	DN 250mm flanged Butterfly Valve	No	3	
199	DN 300mm flanged Butterfly Valve	No	3	
200	DN 350mm flanged Butterfly Valve	No	3	
201	DN 400mm flanged Butterfly Valve	No	3	
202	DN 450mm flanged Butterfly Valve	No	3	
203	DN 500mm flanged Butterfly Valve	No	3	
RESILIENT SEATED FLANGED GATE VALVE TO BS EN 1074-2 / BS 5163-1 PN10				
204	DN 50mm flanged Gate Valve	No	10	
205	DN 80mm flanged Gate Valve	No	10	
206	DN 100mm flanged Gate Valve	No	10	
207	DN 150mm flanged Gate Valve	No	10	
208	DN 200mm flanged Gate Valve	No	10	
209	DN 250mm flanged Gate Valve	No	10	
210	DN 300mm flanged Gate Valve	No	10	
211	DN 350mm flanged Gate Valve	No	3	
212	DN 400mm flanged Gate Valve	No	3	
213	DN 450mm flanged Gate Valve	No	3	
214	DN 500mm flanged Gate Valve	No	3	
215	DN 600mm flanged Gate Valve	No	3	
RESILIENT SEATED FLANGED GATE VALVE TO BS EN 1074-2 / BS 5163-1 PN16				
216	DN 50mm flanged Gate Valve	No	100	
217	DN 80mm flanged Gate Valve	No	100	
218	DN 100mm flanged Gate Valve	No	100	
219	DN 150mm flanged Gate Valve	No	50	
220	DN 200mm flanged Gate Valve	No	15	
221	DN 250mm flanged Gate Valve	No	15	
222	DN 300mm flanged Gate Valve	No	15	
223	DN 350mm flanged Gate Valve	No	15	
224	DN 400mm flanged Gate Valve	No	15	
225	DN 450mm flanged Gate Valve	No	5	
226	DN 500mm flanged Gate Valve	No	1	
227	DN 600mm flanged Gate Valve	No	1	
228	DN 800mm flanged Gate Valve	No	1	
229	DN 1000mm flanged Gate Valve	No	1	
EPOXY COATED FLANGED STEEL ADAPTER (PN 10)				

230	DN 100mm flanged Steel Adapter	No	200	
231	DN 150mm flanged Steel Adapter	No	200	
232	DN 200mm flanged Steel Adapter	No	100	
233	DN 250mm flanged Steel Adapter	No	50	
234	DN 300mm flanged Steel Adapter	No	10	
235	DN 350mm flanged Steel Adapter	No	10	
236	DN 400mm flanged Steel Adapter	No	10	
237	DN 450mm flanged Steel Adapter	No	2	
238	DN 500mm flanged Steel Adapter	No	2	
239	DN 600mm flanged Steel Adapter	No	2	
EPOXY COATED FLANGED STEEL ADAPTER (PN 16)				
240	DN 100mm flanged Steel Adapter	No	200	
241	DN 150mm flanged Steel Adapter	No	200	
242	DN 200mm flanged Steel Adapter	No	100	
243	DN 250mm flanged Steel Adapter	No	50	
244	DN 300mm flanged Steel Adapter	No	10	
245	DN 350mm flanged Steel Adapter	No	10	
246	DN 400mm flanged Steel Adapter	No	10	
247	DN 450mm flanged Steel Adapter	No	2	
248	DN 500mm flanged Steel Adapter	No	2	
249	DN 600mm flanged Steel Adapter	No	2	
EPOXY COATED STEEL MECHANICAL COUPLING To fit ferrous pipes (PN 16)				
250	DN 100mm Steel Mechanical Coupling	No	10	
251	DN 150mm Steel Mechanical Coupling	No	10	
252	DN 200mm Steel Mechanical Coupling	No	10	
253	DN 250mm Steel Mechanical Coupling	No	10	
254	DN 300mm Steel Mechanical Coupling	No	10	
255	DN 350mm Steel Mechanical Coupling	No	10	
256	DN 400mm Steel Mechanical Coupling	No	10	
257	DN 450mm Steel Mechanical Coupling	No	10	
258	DN 500mm Steel Mechanical Coupling	No	10	
259	DN 600mm Steel Mechanical Coupling	No	10	
260	DN 800mm Steel Mechanical Coupling	No	10	
261	DN 1000mm Steel Mechanical Coupling	No	10	
EPOXY COATED STEEL MECHANICAL COUPLING To fit ferrous pipes (PN 10)				
262	DN 100mm Steel Mechanical Coupling	No	10	
263	DN 150mm Steel Mechanical Coupling	No	10	
264	DN 200mm Steel Mechanical Coupling	No	10	
265	DN 250mm Steel Mechanical Coupling	No	10	
266	DN 300mm Steel Mechanical Coupling	No	10	
267	DN 350mm Steel Mechanical Coupling	No	10	
268	DN 400mm Steel Mechanical Coupling	No	10	
269	DN 450mm Steel Mechanical Coupling	No	10	
270	DN 500mm Steel Mechanical Coupling	No	10	
271	DN 600mm Steel Mechanical Coupling	No	10	
EPOXY COATED STEEL STEEPED DOWN MECHANICAL COUPLING (PN 16)				
272	DN 63/50mm Steel Mechanical Coupling	No	10	

273	DN 110/100mm Steel Mechanical Coupling	No	10	
274	DN 160/150mm Steel Mechanical Coupling	No	10	
275	DN 225/200mm Steel Mechanical Coupling	No	10	
276	DN 315/300mm Steel Mechanical Coupling	No	10	
277	DN 355/350mm Steel Mechanical Coupling	No	10	
EPOXY COATED STEEL STEEPED DOWN MECHANICAL COUPLING (PN 10)				
278	DN 63/50mm Steel Mechanical Coupling	No	10	
279	DN 110/100mm Steel Mechanical Coupling	No	10	
280	DN 160/150mm Steel Mechanical Coupling	No	10	
281	DN 225/200mm Steel Mechanical Coupling	No	10	
282	DN 315/300mm Steel Mechanical Coupling	No	10	
283	DN 355/350mm Steel Mechanical Coupling	No	10	
EPOXY COATED STEEL MECHANICAL COUPLING FOR PVC PIPES (PN 16)				
284	DN 110mm Steel Mechanical Coupling	No	10	
285	DN 160mm Steel Mechanical Coupling	No	10	
286	DN 225mm Steel Mechanical Coupling	No	10	
287	DN 315mm Steel Mechanical Coupling	No	10	
288	DN 355mm Steel Mechanical Coupling	No	10	
EPOXY COATED STEEL MECHANICAL COUPLING FOR PVC PIPES (PN 10)				
289	DN 110mm Steel Mechanical Coupling	No	10	
290	DN 160mm Steel Mechanical Coupling	No	10	
291	DN 225mm Steel Mechanical Coupling	No	10	
292	DN 315mm Steel Mechanical Coupling	No	10	
293	DN 355mm Steel Mechanical Coupling	No	10	
FLANGED NON-RETURN VALVES With free shaft end				
294	DN 50mm Swing type Double Flanged Check Valves PN 10	No	20	
295	DN 75mm Swing type Double Flanged Check Valves PN 10	No	20	
296	DN 100mm Swing type Double Flanged Check Valves PN 10	No	20	
297	DN 150mm Swing type Double Flanged Check Valves PN 10	No	100	
298	DN 200mm Swing type Double Flanged Check Valves PN 10	No	50	
299	DN 250mm Swing type Double Flanged Check Valves PN 10	No	10	
300	DN 300mm Swing type Double Flanged Check Valves PN 10	No	10	
301	DN 350mm Swing type Double Flanged Check Valves PN 10	No	10	
302	DN 400mm Swing type Double Flanged Check Valves PN 10	No	10	
303	DN 450mm Swing type Double Flanged Check Valves PN 10	No	10	
304	DN 500mm Swing type Double Flanged Check Valves PN 10	No	10	
FLANGED NON-RETURN VALVES With free shaft end				
305	DN 50mm Swing type Double Flanged Check Valves PN 16	No	2	

306	DN 75mm Swing type Double Flanged Check Valves PN 16	No	2	
307	DN 100mm Swing type Double Flanged Check Valves PN 16	No	2	
08	DN 150mm Swing type Double Flanged Check Valves PN 16	No	2	
309	DN 200mm Swing type Double Flanged Check Valves PN 16	No	2	
310	DN 250mm Swing type Double Flanged Check Valves PN 16	No	2	
311	DN 300mm Swing type Double Flanged Check Valves PN 16	No	2	
12	DN 350mm Swing type Double Flanged Check Valves PN 16	No	2	
FLANGED DIAPHRAGM OPERATED PRESSURE REDUCING CONTROL VALVE, PN16				
313	DN 50mm	No	10	
314	DN 80mm	No	10	
315	DN 100mm	No	10	
316	DN 150mm	No	10	
317	DN 200mm	No	10	
318	DN 250mm	No	1	
319	DN 300mm	No	1	
320	DN 350mm	No	1	
321	DN 400mm	No	1	
322	DN 450mm	No	1	
323	DN 500mm	No	1	
THREADED PRESSURE GAUGES PN 16				
305	DN 15mm Digital threaded pressure gauges -0-30 bars	No	50	
BALL FLOAT VALVES PN 10				
306	DN 25 mm threaded ball valves	No	1	
307	DN 50 mm threaded ball valves	No	1	
308	DN 75 mm threaded ball valves	No	1	
309	DN 100 mm threaded ball valves	No	2	
310	DN 150 mm threaded ball valves	No	3	
311	DN 150 mm threaded ball valves	No	4	
GATE VALVES (Wedge Gate Valves for Manual Operation) PN 10				
312	DN15 mm threaded gate valves	No	500	
313	DN 20 mm threaded gate valves	No	20	
314	DN 25 mm threaded gate valves	No	10	
315	DN 40 mm threaded gate valves	No	10	
316	DN 50 mm threaded gate valves	No	200	
317	DN 80 mm threaded gate valves	No	50	
318	DN 100 mm threaded gate valves	No	30	
GATE VALVES (Wedge Gate Valves for Manual Operation) PN 16				
319	DN15 mm threaded gate valves	No	100	
320	DN 20 mm threaded gate valves	No	15	
321	DN 25 mm threaded gate valves	No	15	
322	DN 40 mm threaded gate valves	No	15	
323	DN 50 mm threaded gate valves	No	15	

24	DN 75 mm threaded gate valves	No	15	
325	DN 100 mm threaded gate valves	No	15	
DISMANTLING JOINT PN16, WITH TIE RODS & PN25 Drilling				
326	DN 300mm Dismatling joint (steel)	No	20	
327	DN 350mm Dismatling joint (steel)	No	20	
328	DN 400mm Dismatling joint (steel)	No	20	
329	DN 450mm Dismatling joint (steel)	No	5	
330	DN 500mm Dismatling joint (steel)	No	5	
331	DN 600mm Dismatling joint (steel)	No	5	
332	DN 700mm Dismatling joint (steel)	No	5	
333	DN 800mm Dismatling joint (steel)	No	5	
334	DN 1000mm Dismatling joint (steel)	No	5	

Y-FORMED STRAINER IN CAST IRON WITH DETACHABLE SCREEN IN STAINLESS STEEL PN 16

335	DN 50 mm Y strainer	No	100	
336	DN 75 mm Y strainer	No	100	
336	DN 100 mm Y strainer	No	100	
337	DN 150 mm Y strainer	No	30	
337	DN 200 mm Y strainer	No	30	
338	DN 250 mm Y strainer	No	10	
338	DN 300 mm Y strainer	No	10	
339	DN 350 mm Y strainer	No	10	
339	DN 400 mm Y strainer	No	10	
340	DN 450 mm Y strainer	No	10	
340	DN 500 mm Y strainer	No	10	
341	DN 600 mm Y strainer	No	10	

Y-FORMED STRAINER IN BRASS WITH DETACHABLE SCREEN IN STAINLESS STEEL PN 16

42	DN 15 mm Y strainer	No	5000	
343	DN 20 mm Y strainer	No	200	
343	DN 25 mm Y strainer	No	20	
344	DN 40 mm Y strainer	No	30	

TENSILE FLANGE ADAPTORS DEDICATED FOR PE PIPES

Tensile flange adaptors dedicated for PE pipes comprising of the following:

- 1. The combined gasket of drinking water approved EPDM rubber with tensile grip segments of RG5 bronze to enable $\pm 3.5^\circ$ angular deflection*
- 2. The design with external bolts to prevent corrosion between sleeve and bolts*
- 3. The M16 bolts of stainless steel A2 and the nuts of acid-resistant stainless steel A4 anti-friction coated to offer easy tightening and to prevent galling*
- 4. The compression type gasket makes*
- 5. Sleeve and bracket of ductile iron with fusion bonded epoxy coating in*



	<i>compliance with DIN 3476 part 1 and EN 14901 (Refer to the attached image on the right hand side)</i>			
345	OD 63mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200	
346	OD 75mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200	
347	OD 90mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200	
348	OD 110mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200	
349	OD 160mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200	
350	OD 200mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200	
351	OD 225mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200	
352	OD 250mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	100	
353	OD 315mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	100	
EPOXY COATED ALL FLANGED STEEL TEE (PN 16)				
354	DN 50mm by 50mm	No	50	
355	DN 100mm by 100mm	No	50	
356	DN 150mm by 150mm	No	50	
357	DN 200mm by 200mm	No	50	
358	DN 250mm by 250mm	No	50	
359	DN 300mm by 300mm	No	20	
360	DN 350mm by 350mm	No	20	
361	DN 400mm by 400mm	No	20	
362	DN 450mm by 450mm	No	20	
363	DN 500mm by 500mm	No	20	
364	DN 500mm by 600mm	No	20	
365	DN 500mm by 50mm	No	20	
366	DN 500mm by 100mm	No	20	
367	DN 500mm by 200mm	No	20	
368	DN 600mm by 50mm	No	5	
369	DN 600mm by 100mm	No	5	
370	DN 600mm by 200mm	No	5	
371	DN 450mm by 50mm	No	5	
372	DN 450mm by 100mm	No	5	
373	DN 450mm by 200mm	No	5	
374	DN 400mm by 50mm	No	5	
375	DN 400mm by 100mm	No	5	
376	DN 400mm by 200mm	No	5	
377	DN 350mm by 50mm	No	5	
378	DN 350mm by 100mm	No	5	
379	DN 350mm by 200mm	No	5	
380	DN 300mm by 50mm	No	5	
381	DN 300mm by 100mm	No	5	
382	DN 300mm by 200mm	No	5	

383	DN 250mm by 50mm	No	5	
384	DN250mm by 100mm	No	5	
385	DN 250mm by 200mm	No	5	
386	DN 200mm by 50mm	No	5	
387	DN 200mm by 100mm	No	5	
388	DN 150mm by 50mm	No	5	
389	DN 100mm by 50mm	No	5	

EPOXY COATED ALL FLANGED STEEL TEE (PN 10)

390	DN 50mm by 50mm	No	50	
391	DN 100mm by 100mm	No	50	
392	DN 150mm by 150mm	No	50	
393	DN 200mm by 200mm	No	50	
394	DN 250mm by 250mm	No	50	
395	DN 300mm by 300mm	No	20	
396	DN 350mm by 350mm	No	20	
397	DN 400mm by 400mm	No	20	
398	DN 450mm by 450mm	No	20	
399	DN 500mm by 500mm	No	20	
400	DN 500mm by 600mm	No	20	
401	DN 500mm by 50mm	No	20	
402	DN 500mm by 100mm	No	20	
403	DN 500mm by 200mm	No	20	
404	DN 600mm by 50mm	No	5	
405	DN 600mm by 100mm	No	5	
406	DN 600mm by 200mm	No	5	
407	DN 450mm by 50mm	No	5	
408	DN 450mm by 100mm	No	5	
409	DN 450mm by 200mm	No	5	
410	DN 400mm by 50mm	No	5	
411	DN 400mm by 100mm	No	5	
412	DN 400mm by 200mm	No	5	
413	DN 350mm by 50mm	No	5	
414	DN 350mm by 100mm	No	5	
415	DN 350mm by 200mm	No	5	
416	DN 300mm by 50mm	No	5	
417	DN 300mm by 100mm	No	5	
418	DN 300mm by 200mm	No	5	
419	DN 250mm by 50mm	No	5	
420	DN250mm by 100mm	No	5	
421	DN 250mm by 200mm	No	5	
422	DN 200mm by 50mm	No	5	
423	DN 200mm by 100mm	No	5	
424	DN 150mm by 50mm	No	5	
425	DN 100mm by 50mm	No	5	

EPOXY COATED ALL FLANGED INVERT STEEL TEE FOR WASHOUTS (PN 16)

426	DN 200mm by 100mm	No	10	
427	DN 250mm by 100mm	No	10	
428	DN 300mm by 100mm	No	10	
429	DN 350mm by 150mm	No	10	
430	DN 400mm by 150mm	No	10	
431	DN 450mm by 200mm	No	10	

432	DN 500mm by 200mm	No	10	
433	DN 600mm by 200mm	No	10	
434	DN 800mm by 200mm	No	10	
435	DN 1000 mm by 300mm	No	10	


EPOXY COATED ALL FLANGED INVERT STEEL TEE FOR WASHOUTS (PN 10)

436	DN 200mm by 100mm	No	100	
437	DN 250mm by 100mm	No	30	
438	DN 300mm by 100mm	No	30	
439	DN 350mm by 150mm	No	30	
440	DN 400mm by 150mm	No	30	
441	DN 450mm by 200mm	No	30	
442	DN 500mm by 200mm	No	30	
443	DN 600mm by 200mm	No	30	
444	DN 800mm by 200mm	No	30	
445	DN 1000 mm by 300mm	No	30	

EPOXY COATED FLANGED STEEL REDUCER (PN 16)

446	DN 80mm by 40mm	No	100	
447	DN 80mm by 50mm	No	100	
448	DN 100mm by 40mm	No	100	
449	DN 100mm by 50mm	No	100	
450	DN 100mm by 80mm	No	100	
451	DN 200mm by 100mm	No	50	
452	DN 200mm by 150mm	No	50	
453	DN 250mm by 100mm	No	50	
454	DN 300mm by 200mm	No	50	
455	DN 350mm by 200mm	No	50	
456	DN 400mm by 200mm	No	10	
457	DN 450mm by 200mm	No	2	
458	DN 500mm by 300mm	No	2	
459	DN 600mm by 300mm	No	2	
460	DN 800mm by 300mm	No	2	
461	DN 1000mm by 300mm	No	2	

SURFACE BOX

	Surface box with cover lid made of grey cast iron, bituminized and the body made of polyamide and fiber glass and Safety pin made of stainless steel. The specification to be as per attached images			
462		No	10	

RUBBER-METAL FLANGE GASKET, NBR RUBBER, SPEAR-SHAPE KGS/G II DESIGN (flange gaskets with steel insert)

463	DN 50mm	No	100	
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464	DN 75mm	No	50	
465	DN 100mm	No	50	
466	DN 150mm	No	50	
467	DN 200mm	No	50	
468	DN 250mm	No	50	
469	DN 300mm	No	50	
470	DN 350mm	No	10	
471	DN 400mm	No	10	
472	DN 450mm	No	10	
473	DN 500mm	No	10	
OTHER FITTINGS ACCESSORIES				
463	Water Meter Gasket ¾ " Rubber	mtrs	2000	
464	Water Meter Gasket ½ " Rubber	mtrs	2000	
465	Gasket 5mm thick (Match PN 16 fittings)	Roll	50	
466	Bondex	kgs	2000	
467	Solvent cement (Tangit)	Kgs	500	
468	silicon	Pkt	100	
469	Die stock ½"- 2"	No.	50	
470	Boss white	kgs	1000	
471	Hemp	ft	1000	
472	Gland packing ¼"	ft	100	
473	Gland packing ½"	ft	100	
474	Gland packing ¾"	ft	100	
475	Gland packing 1"	ft	100	
476	Bolts, nuts & Washers M8, 80mm long GRADE 8-8	No.	200	
477	Bolts, nuts & Washers M10, 80mm long GRADE 8-8	No.	100	
478	Bolts, nuts & Washers M12, 80mm long GRADE 8-8	No.	100	
479	Bolts, nuts & Washers M16, 80mm long GRADE 8-8	No.	100	
480	Bolts, nuts & Washers M18, 80mm long GRADE 8-8	No.	200	
481	Bolts, nuts & Washers M20, 80mm long GRADE 8-8	No.	100	
482	Bolts, nuts & Washers M22, 80mm long GRADE 8-8	No.	100	
483	Bolts, nuts & Washers M24, 80mm long GRADE 8-8	No.	100	
484	Bolts, nuts & Washers M27, 80mm long GRADE 8-8	No.	200	
485	Bolts, nuts & Washers M30, 80mm long GRADE 8-8	No.	100	
486	Bolts, nuts & Washers M36, 80mm long GRADE 8-8	No.	100	
487	Bolts, nuts & Washers M42, 80mm long GRADE 8-8	No.	100	
488	Bolts, nuts & Washers M8, 100-150mm long GRADE 8-8	No.	200	
489	Bolts, nuts & Washers M10, 100-150mm long	No.	100	

	GRADE 8-8			
490	Bolts, nuts & Washers M12, 100-150mm long GRADE 8-8	No.	100	
491	Bolts, nuts & Washers M16, 100-150mm long GRADE 8-8	No.	100	
492	Bolts, nuts & Washers M18, 100-150mm long GRADE 8-8	No.	200	
493	Bolts, nuts & Washers M20, 100-150mm long GRADE 8-8	No.	100	
494	Bolts, nuts & Washers M22, 100-150mm long GRADE 8-8	No.	100	
495	Bolts, nuts & Washers M24, 100-150mm long GRADE 8-8	No.	20	
496	Bolts, nuts & Washers M27, 100-150mm long GRADE 8-8	No.	20	
497	Bolts, nuts & Washers M30,100-150mm long GRADE 8-8	No.	20	
498	Bolts, nuts & Washers M36,100-150mm long GRADE 8-8	No.	20	
499	Bolts, nuts & Washers M42, 100-150mm long GRADE 8-8	No.	20	
500	Shower Roses ½"	No.	50	
501	Shower Roses ¾"	No.	50	
502	Rubber Rings 400mm	No.	50	
503	Rubber Rings 110mm	No.	50	
504	Thread tape, 19 mm x 30 m	No.	1000	

Note; Prices quoted should be net **Ruiru Juja Water and Sewerage Company Limited Next to Kenyatta University** , expressed in Kenya Shillings and should include all prevailing government taxes. Bidders shall note that: Levy Introduction:

The Public Procurement Capacity Building Levy Order, 2023, mandates a levy of 0.03% on all procurement contracts signed between suppliers and procuring entities, exclusive of applicable taxes.

Prices Quoted Must Be Inclusive of Applicable Taxes and Delivery to Our Ruiru Offices.

Note: The projected/estimated quantities can be obtained from Section V – Schedule of Requirements.

Name of Tenderer.....*[insert complete name of tenderer]*

Signature of tenderer..... *[signature of person signing the Tender]*

Date..... *[insert date]* .]*

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

FORM OF TENDER-SECURING DECLARATION

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

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

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

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

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

Signed:.....

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

Name:.....

Duly authorized to sign the bid for and on behalf of:*[insert*

complete name of Tenderer]. Dated on day

of..... *[Insert date of signing]*.

Seal or stamp.

MANUFACTURER'S AUTHORIZATION FORM

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

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

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

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

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

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

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

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

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

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

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

PART 2: SUPPLY REQUIREMENTS

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

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

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

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

FERROUS FITTINGS AND APPURTENANCE			
#	ITEM DESCRIPTION	UNIT	QTY
GALVANIZED THREADED UNION CLASS B			
1	GS UNION 1/2 "	No	200
2	GS UNION 3/4 "	No	200
3	GS UNION 1 "	No	200
4	GS UNION 1 ¼ "	No	200
5	GS UNION 2"	No	200
6	GS UNION 2 ½	No	200
7	GS UNION 3"	No	20
8	GS UNION 4"	No	20
9	GS UNION 6"	No	20
10	GS UNION 8"	No	20
GALVANIZED IRON THREADED PIPES CLASS B (6m long)			
11	DN 15mm	No	50
12	DN 20mm	No	50
13	DN 25mm	No	30
14	DN 40mm	No	20
15	DN 50mm	No	20
16	DN 75mm	No	10
GALVANIZED IRON THREADED PIPES CLASS B (450mm long for customer meter installation)			
17	DN 15mm	No	9000
18	DN 20mm	No	500
19	DN 25mm	No	200
20	DN 40mm	No	100
21	DN 15mm	No	4500
22	DN 20mm	No	250
23	DN 25mm	No	100
24	DN 40mm	No	200
25	DN 50mm	No	200

26	DN 80mm		No	500
17	G.I. Tee Equal ½"	" "	No.	18000
18	G.I. Tee Equal ¾"	" "	No.	500
19	G.I. Tee Equal 1"	" "	No.	200
20	G.I. Tee Equal 1¼"	" "	No.	400
21	G.I. Tee Equal 1½"	" "	No.	100
22	G.I. Tee Equal 2"	" "	No.	100
23	G.I. Tee Equal 3"	" "	No.	100
24	GI Tee Equal 4"	" "	No.	100
25	G.I. Tee Equal 6"	" "	No.	100
GALVANIZED THREADED PLUGS CLASS B				
26	GI PLUG 1/2 "		No	2000
27	GI PLUG 3/4 "		No	1000
28	GI PLUG 1 "		No	500
29	GI PLUG 1 1/4 "		No	100
30	GI PLUG 1 1/2 "		No	100
31	GI PLUG 2 "		No	100
32	GI PLUG 2 1/2 "		No	100
33	GI PLUG 3 "		No	100
34	GI PLUG 4 "		No	100
35	GS UNION 6"		No	100
GALVANIZED THREADED HEXAGONAL NIPPLE CLASS B				
36	GS NIPPLE 1/2 "		No	2000
37	GS NIPPLE 3/4 "		No	1000
38	GS NIPPLE 1 "		No	500
39	GS NIPPLE 1¼ "		No	100
40	GS NIPPLE 2"		No	100
41	GS NIPPLE 2½		No	100
42	GS NIPPLE 3"		No	100
43	GS NIPPLE 4"		No	100
GALVANIZED STEEL THREADED 90 DEGREES ELBOW CLASS B				
44	GS ELBOWS 1/2 "		No	2000
45	GS ELBOWS 3/4 "		No	1000
46	GS ELBOWS 1 "		No	500
47	GS ELBOWS 1¼ "		No	100
48	GS ELBOWS 2"		No	100
49	GS ELBOWS 2½		No	100
50	GS ELBOWS 3"		No	100
51	GS ELBOWS 4"		No	100
				100
GALVANIZED IRON BACK NUTS CLASS B				
52	Back nut G.I. ¾" (Brook Class)		No.	50
53	Back nut G.I. ½" (Brook Class)		No.	50
54	Back nut G.I. 1¼" (Brook Class)		No.	50
55	Back nut G.I. 1½ (Brook Class)		No.	5
56	Back nut G.I. 2" (Brook Class)		No.	5
GALVANIZED IRON THREADED ELBOWS CLASS B				
57	Bends G.I. 6"x45°		No.	5

58	Bends G.I. 4"x45°	No.	5
59	Bends G.I. 3"x45°	No.	5
60	Bends G.I. 2"x45°	No.	5
61	Bends G.I. 1½"x45°	No.	5
62	Bends G.I.1¼"x45°	No.	5
63	Bends G.I. 1"x45°	No.	5
64	Bends G.I. ¾"x45°	No.	5
65	Bends G.I. ½"x45°	No.	5
GALVANIZED IRON THREADED REDUCING BUSH CLASS B			
66	Reducing bush ½"x ¾"	No.	500
67	Reducing bush 1½"x ½"	No.	500
68	Reducing bush 1"x ¾"	No.	500
69	Reducing bush 1" x ½ "	No.	500
70	Reducing bush 1" x 1½"	No.	500
71	Reducing bush 1½" x ½	No.	500
72	Reducing bush 1½" x ¾	No.	5
73	Reducing bush 1½" x 2"	No.	5
74	Reducing bush 1½" x1¼"	No.	5
75	Reducing bush 2" x 1"	No.	5
76	Reducing bush 2" x 11/2"	No.	5
77	Reducing bush 3" x 1 ½"	No.	5
78	Reducing bush 3" x 2"	No.	5
79	Reducing bush 3" x 1"	No.	5
80	Reducing bush 4" x 2"	No.	5
81	Reducing bush 4" x 3"	No.	5
82	Reducing bush 4" x 1½"	No.	5
83	Reducing bush 3 x 1¼"	No.	5
83	Reducing bush 6" x 4"	No.	5
84	Reducing bush 6" x 3"	No.	5
85	Reducing bush 6" x 2"	No.	5
GALVANIZED IRON SOCKET CLASS B			
86	G.I. Sockets ½" Class B	No.	500
87	G.I. Sockets ¾" Class B	No.	300
88	G.I. Sockets 1" Class B	No.	300
88	G.I. Sockets 1¼" Class B	No.	100
89	G.I. Sockets 1½" Class B	No.	100
89	G.I. Sockets 2" Class B	No.	200
90	G.I. Sockets 3" Class B	No.	20
90	G.I. Sockets 4" Class B	No.	10
91	G.I. Sockets 6" Class B	No.	4
92	Reducing Socket 1½"x ¾" GS	No.	100
93	Reducing Socket 1½" x 1" GS	No.	100
94	Reducing Socket 1" x ¾" GS	No.	100
95	Reducing Socket 1"x ½" GS	No.	100
96	Reducing Socket 1½" x 1½" GS	No.	100
97	Reducing Socket 1½" x 2" GS	No.	100
98	Reducing Socket 2" x 1" GS	No.	100
99	Reducing Socket 3" x 1" GS	No.	100
100	Reducing Socket 4" x 1" GS	No.	100
101	Reducing Socket 4" x 2" GS	No.	100

102	Reducing Socket 4" x 3" GS	No.	100
103	Reducing Socket 6" x 3" GS	No.	100
104	Reducing Socket 6" x 4" GS	No.	100
105	Reducing Socket 6" x 2" GS	No.	100
EPOXY COATED DOUBLE FLANGED STEEL PIPE (1m long) PN 16 WITH PUDDLE FLANGE			
106	DN 50mm	No	50
107	DN 75mm	No	50
108	DN 100mm	No	50
109	DN 150mm	No	50
110	DN 200mm	No	50
111	DN 250mm	No	50
112	DN 300mm	No	50
113	DN 350mm	No	50
114	DN 400mm	No	50
115	DN 450mm	No	50
116	DN 500mm	No	50
117	DN 600mm	No	50
118	DN 800mm	No	50
EPOXY COATED STEEL FLANGED ADAPTER PN 16			
119	DN 50mm	No	50
120	DN 75mm	No	50
121	DN 100mm	No	50
122	DN 150mm	No	10
123	DN 200mm	No	10
124	DN 250mm	No	10
125	DN 300mm	No	10
126	DN 350mm	No	10
127	DN 400mm	No	10
128	DN 450mm	No	10
129	DN 500mm	No	10
130	DN 600mm	No	10
131	DN 800mm	No	10
EPOXY COATED DOUBLE FLANGED STEEL PIPE (3m long) PN 16 WITH PUDDLE FLANGE			
132	DN 200mm	No	10
133	DN 250mm	No	10
134	DN 300mm	No	10
135	DN 350mm	No	10
136	DN 400mm	No	10
137	DN 450mm	No	10
138	DN 500mm	No	10
139	DN 600mm	No	10
140	DN 800mm	No	10
EPOXY COATED SINGLE FLANGED STEEL PIPE (1m long) PN 16 WITH PUDDLE FLANGE			
141	DN 50mm	No	10
142	DN 75mm	No	10

143	DN 100mm	No	10
144	DN 150mm	No	10
145	DN 200mm	No	10
EPOXY COATED SINGLE FLANGED STEEL PIPE (2m long) PN 16 WITH PUDDLE FLANGE			
146	DN 250mm	No	10
147	DN 300mm	No	10
148	DN 350mm	No	10
149	DN 400mm	No	10
EPOXY COATED SINGLE FLANGED STEEL PIPE (3m long) PN 16 WITH PUDDLE FLANGE			
150	DN 450mm	No	10
151	DN 500mm	No	10
152	DN 600mm	No	10
EPOXY COATED STEEL FLANGES PN 10			
153	DN 50mm FLANGE	No	100
154	DN 75mm FLANGE	No	100
155	DN 100mm FLANGE	No	100
156	DN 150mm FLANGE	No	100
157	DN 200mm FLANGE	No	10
158	DN 250mm FLANGE	No	10
159	DN 300mm FLANGE	No	10
160	DN 350mm FLANGE	No	10
161	DN 400mm FLANGE	No	10
162	DN 450mm FLANGE	No	10
163	DN 500mm FLANGE	No	10
164	DN 600mm FLANGE	No	10
165	DN 800mm FLANGE	No	10
166	DN 1000mm FLANGE	No	10
EPOXY COATED STEEL FLANGES PN 16			
167	DN 50mm FLANGE	No	100
168	DN 75mm FLANGE	No	100
169	DN 100mm FLANGE	No	100
170	DN 150mm FLANGE	No	100
171	DN 200mm FLANGE	No	10
172	DN 250mm FLANGE	No	10
173	DN 300mm FLANGE	No	10
174	DN 350mm FLANGE	No	10
175	DN 400mm FLANGE	No	10
176	DN 450mm FLANGE	No	10
77	DN 500mm FLANGE	No	10
178	DN 600mm FLANGE	No	10
179	DN 800mm FLANGE	No	10
180	DN 1000mm FLANGE	No	10
DOUBLE ACTING REINFORCED POLYAMIDE THREADED AIR VALVE PN 16			
181	50mm AIR VALVE	No	200
182	25mm AIR VALVE	No	200

DUCTILE IRON/REINFORCED POLYAMIDE FLANGED AIR VALVE PN 16			
183	80mm AIR VALVE	No	20
184	50mm AIR VALVE	No	20
185	25mm AIR VALVE	No	20
DOUBLE ECCENTRIC BUTTERFLY VALVE, PN16, Welded stainless steel seat, IP68 gearbox,			
186	DN 100mm flanged Butterfly Valve	No	50
187	DN 150mm flanged Butterfly Valve	No	50
188	DN 200mm flanged Butterfly Valve	No	20
189	DN 250mm flanged Butterfly Valve	No	5
190	DN 300mm flanged Butterfly Valve	No	5
191	DN 350mm flanged Butterfly Valve	No	5
192	DN 400mm flanged Butterfly Valve	No	5
193	DN 450mm flanged Butterfly Valve	No	5
194	DN 500mm flanged Butterfly Valve	No	5
DOUBLE ECCENTRIC BUTTERFLY VALVE, PN10, Welded stainless steel seat, IP68 gearbox,			
195	DN 100mm flanged Butterfly Valve	No	20
196	DN 150mm flanged Butterfly Valve	No	10
197	DN 200mm flanged Butterfly Valve	No	10
198	DN 250mm flanged Butterfly Valve	No	3
199	DN 300mm flanged Butterfly Valve	No	3
200	DN 350mm flanged Butterfly Valve	No	3
201	DN 400mm flanged Butterfly Valve	No	3
202	DN 450mm flanged Butterfly Valve	No	3
203	DN 500mm flanged Butterfly Valve	No	3
RESILIENT SEATED FLANGED GATE VALVE TO BS EN 1074-2 / BS 5163-1 PN10			
204	DN 50mm flanged Gate Valve	No	10
205	DN 80mm flanged Gate Valve	No	10
206	DN 100mm flanged Gate Valve	No	10
207	DN 150mm flanged Gate Valve	No	10
208	DN 200mm flanged Gate Valve	No	10
209	DN 250mm flanged Gate Valve	No	10
210	DN 300mm flanged Gate Valve	No	10
211	DN 350mm flanged Gate Valve	No	3
212	DN 400mm flanged Gate Valve	No	3
213	DN 450mm flanged Gate Valve	No	3
214	DN 500mm flanged Gate Valve	No	3
215	DN 600mm flanged Gate Valve	No	3
RESILIENT SEATED FLANGED GATE VALVE TO BS EN 1074-2 / BS 5163-1 PN16			
216	DN 50mm flanged Gate Valve	No	100
217	DN 80mm flanged Gate Valve	No	100
218	DN 100mm flanged Gate Valve	No	100
219	DN 150mm flanged Gate Valve	No	50
220	DN 200mm flanged Gate Valve	No	15
221	DN 250mm flanged Gate Valve	No	15
222	DN 300mm flanged Gate Valve	No	15
223	DN 350mm flanged Gate Valve	No	15

224	DN 400mm flanged Gate Valve	No	15
225	DN 450mm flanged Gate Valve	No	5
226	DN 500mm flanged Gate Valve	No	1
227	DN 600mm flanged Gate Valve	No	1
228	DN 800mm flanged Gate Valve	No	1
229	DN 1000mm flanged Gate Valve	No	1
EPOXY COATED FLANGED STEEL ADAPTER (PN 10)			
230	DN 100mm flanged Steel Adapter	No	200
231	DN 150mm flanged Steel Adapter	No	200
232	DN 200mm flanged Steel Adapter	No	100
233	DN 250mm flanged Steel Adapter	No	50
234	DN 300mm flanged Steel Adapter	No	10
235	DN 350mm flanged Steel Adapter	No	10
236	DN 400mm flanged Steel Adapter	No	10
237	DN 450mm flanged Steel Adapter	No	2
238	DN 500mm flanged Steel Adapter	No	2
239	DN 600mm flanged Steel Adapter	No	2
EPOXY COATED FLANGED STEEL ADAPTER (PN 16)			
240	DN 100mm flanged Steel Adapter	No	200
241	DN 150mm flanged Steel Adapter	No	200
242	DN 200mm flanged Steel Adapter	No	100
243	DN 250mm flanged Steel Adapter	No	50
244	DN 300mm flanged Steel Adapter	No	10
245	DN 350mm flanged Steel Adapter	No	10
246	DN 400mm flanged Steel Adapter	No	10
247	DN 450mm flanged Steel Adapter	No	2
248	DN 500mm flanged Steel Adapter	No	2
249	DN 600mm flanged Steel Adapter	No	2
EPOXY COATED STEEL MECHANICAL COUPLING To fit ferrous pipes (PN 16)			
250	DN 100mm Steel Mechanical Coupling	No	10
251	DN 150mm Steel Mechanical Coupling	No	10
252	DN 200mm Steel Mechanical Coupling	No	10
253	DN 250mm Steel Mechanical Coupling	No	10
254	DN 300mm Steel Mechanical Coupling	No	10
255	DN 350mm Steel Mechanical Coupling	No	10
256	DN 400mm Steel Mechanical Coupling	No	10
257	DN 450mm Steel Mechanical Coupling	No	10
258	DN 500mm Steel Mechanical Coupling	No	10
259	DN 600mm Steel Mechanical Coupling	No	10
260	DN 800mm Steel Mechanical Coupling	No	10
261	DN 1000mm Steel Mechanical Coupling	No	10
EPOXY COATED STEEL MECHANICAL COUPLING To fit ferrous pipes (PN 10)			
262	DN 100mm Steel Mechanical Coupling	No	10
263	DN 150mm Steel Mechanical Coupling	No	10
264	DN 200mm Steel Mechanical Coupling	No	10
265	DN 250mm Steel Mechanical Coupling	No	10
266	DN 300mm Steel Mechanical Coupling	No	10
267	DN 350mm Steel Mechanical Coupling	No	10

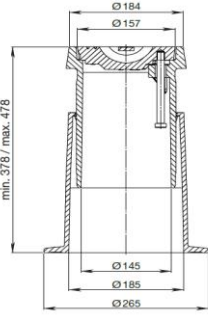

268	DN 400mm Steel Mechanical Coupling	No	10
269	DN 450mm Steel Mechanical Coupling	No	10
270	DN 500mm Steel Mechanical Coupling	No	10
271	DN 600mm Steel Mechanical Coupling	No	10
272	DN 63/50mm Steel Mechanical Coupling	No	10
273	DN 110/100mm Steel Mechanical Coupling	No	10
274	DN 160/150mm Steel Mechanical Coupling	No	10
275	DN 225/200mm Steel Mechanical Coupling	No	10
276	DN 315/300mm Steel Mechanical Coupling	No	10
277	DN 355/350mm Steel Mechanical Coupling	No	10
278	DN 63/50mm Steel Mechanical Coupling	No	10
279	DN 110/100mm Steel Mechanical Coupling	No	10
280	DN 160/150mm Steel Mechanical Coupling	No	10
281	DN 225/200mm Steel Mechanical Coupling	No	10
282	DN 315/300mm Steel Mechanical Coupling	No	10
283	DN 355/350mm Steel Mechanical Coupling	No	10
284	DN 110mm Steel Mechanical Coupling	No	10
285	DN 160mm Steel Mechanical Coupling	No	10
286	DN 225mm Steel Mechanical Coupling	No	10
287	DN 315mm Steel Mechanical Coupling	No	10
288	DN 355mm Steel Mechanical Coupling	No	10
289	DN 110mm Steel Mechanical Coupling	No	10
290	DN 160mm Steel Mechanical Coupling	No	10
291	DN 225mm Steel Mechanical Coupling	No	10
292	DN 315mm Steel Mechanical Coupling	No	10
293	DN 355mm Steel Mechanical Coupling	No	10
294	DN 50mm Swing type Double Flanged Check Valves PN 10	No	20
295	DN 75mm Swing type Double Flanged Check Valves PN 10	No	20
296	DN 100mm Swing type Double Flanged Check Valves PN 10	No	20
297	DN 150mm Swing type Double Flanged Check Valves PN 10	No	100
298	DN 200mm Swing type Double Flanged Check Valves PN 10	No	50
299	DN 250mm Swing type Double Flanged Check Valves PN 10	No	10
300	DN 300mm Swing type Double Flanged Check Valves PN 10	No	10
301	DN 350mm Swing type Double Flanged Check Valves PN 10	No	10
302	DN 400mm Swing type Double Flanged Check Valves PN 10	No	10
303	DN 450mm Swing type Double Flanged Check Valves PN 10	No	10
304	DN 500mm Swing type Double Flanged Check Valves PN 10	No	10
305	DN 50mm Swing type Double Flanged Check Valves PN 16	No	2
306	DN 75mm Swing type Double Flanged Check Valves PN 16	No	2
307	DN 100mm Swing type Double Flanged Check Valves PN 16	No	2
08	DN 150mm Swing type Double Flanged Check Valves PN 16	No	2
309	DN 200mm Swing type Double Flanged Check Valves PN 16	No	2
310	DN 250mm Swing type Double Flanged Check Valves PN 16	No	2
311	DN 300mm Swing type Double Flanged Check Valves PN 16	No	2
12	DN 350mm Swing type Double Flanged Check Valves PN 16	No	2
313	DN 50mm	No	10
314	DN 80mm	No	10
315	DN 100mm	No	10

316	DN 150mm	No	10
317	DN 200mm	No	10
318	DN 250mm	No	1
319	DN 300mm	No	1
320	DN 350mm	No	1
321	DN 400mm	No	1
322	DN 450mm	No	1
323	DN 500mm	No	1
305	DN 15mm Digital threaded pressure gauges -0-30 bars	No	50
306	DN 25 mm threaded ball valves	No	1
307	DN 50 mm threaded ball valves	No	1
308	DN 75 mm threaded ball valves	No	1
309	DN 100 mm threaded ball valves	No	2
310	DN 150 mm threaded ball valves	No	3
311	DN 150 mm threaded ball valves	No	4
312	DN15 mm threaded gate valves	No	500
313	DN 20 mm threaded gate valves	No	20
314	DN 25 mm threaded gate valves	No	10
315	DN 40 mm threaded gate valves	No	10
316	DN 50 mm threaded gate valves	No	200
317	DN 80 mm threaded gate valves	No	50
318	DN 100 mm threaded gate valves	No	30
319	DN15 mm threaded gate valves	No	100
320	DN 20 mm threaded gate valves	No	15
321	DN 25 mm threaded gate valves	No	15
322	DN 40 mm threaded gate valves	No	15
323	DN 50 mm threaded gate valves	No	15
24	DN 75 mm threaded gate valves	No	15
325	DN 100 mm threaded gate valves	No	15
326	DN 300mm Dismatling joint (steel)	No	20
327	DN 350mm Dismatling joint (steel)	No	20
328	DN 400mm Dismatling joint (steel)	No	20
329	DN 450mm Dismatling joint (steel)	No	5
330	DN 500mm Dismatling joint (steel)	No	5
331	DN 600mm Dismatling joint (steel)	No	5
332	DN 700mm Dismatling joint (steel)	No	5
333	DN 800mm Dismatling joint (steel)	No	5
334	DN 1000mm Dismatling joint (steel)	No	5
335	DN 50 mm Y strainer	No	100
336	DN 75 mm Y strainer	No	100
336	DN 100 mm Y strainer	No	100
337	DN 150 mm Y strainer	No	30
337	DN 200 mm Y strainer	No	30
338	DN 250 mm Y strainer	No	10
338	DN 300 mm Y strainer	No	10
339	DN 350 mm Y strainer	No	10
339	DN 400 mm Y strainer	No	10
340	DN 450 mm Y strainer	No	10
340	DN 500 mm Y strainer	No	10

341	DN 600 mm Y strainer	No	10
42	DN 15 mm Y strainer	No	5000
343	DN 20 mm Y strainer	No	200
343	DN 25 mm Y strainer	No	20
344	DN 40 mm Y strainer	No	30
	<p>Tensile flange adaptors dedicated for PE pipes comprising of the following:</p> <p><i>1. The combined gasket of drinking water approved EPDM rubber with tensile grip segments of RG5 bronze to enable $\pm 3.5^\circ$ angular deflection</i></p> <p><i>2. The design with external bolts to prevent corrosion between sleeve and bolts</i></p> <p><i>3. The M16 bolts of stainless steel A2 and the nuts of acid-resistant stainless steel A4 anti-friction coated to offer easy tightening and to prevent galling</i></p> <p><i>4. The compression type gasket makes</i></p> <p><i>5. Sleeve and bracket of ductile iron with fusion bonded epoxy coating in compliance with DIN 3476 part 1 and EN 14901</i></p> <p><i>(Refer to the attached image on the right hand side)</i></p>		
345	OD 63mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200
346	OD 75mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200
347	OD 90mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200
348	OD 110mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200
349	OD 160mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200
350	OD 200mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200
351	OD 225mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	200
352	OD 250mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	100
353	OD 315mm Tensile Flanged Adapter, PN10 for PE pipes, incl. flange gasket	No	100
354	DN 50mm by 50mm	No	50
355	DN 100mm by 100mm	No	50
356	DN 150mm by 150mm	No	50
357	DN 200mm by 200mm	No	50
358	DN 250mm by 250mm	No	50
359	DN 300mm by 300mm	No	20
360	DN 350mm by 350mm	No	20
361	DN 400mm by 400mm	No	20
362	DN 450mm by 450mm	No	20
363	DN 500mm by 500mm	No	20
364	DN 500mm by 600mm	No	20
365	DN 500mm by 50mm	No	20
366	DN 500mm by 100mm	No	20
367	DN 500mm by 200mm	No	20
368	DN 600mm by 50mm	No	5
369	DN 600mm by 100mm	No	5

370	DN 600mm by 200mm	No	5
371	DN 450mm by 50mm	No	5
372	DN 450mm by 100mm	No	5
373	DN 450mm by 200mm	No	5
374	DN 400mm by 50mm	No	5
375	DN 400mm by 100mm	No	5
376	DN 400mm by 200mm	No	5
377	DN 350mm by 50mm	No	5
378	DN 350mm by 100mm	No	5
379	DN 350mm by 200mm	No	5
380	DN 300mm by 50mm	No	5
381	DN 300mm by 100mm	No	5
382	DN 300mm by 200mm	No	5
383	DN 250mm by 50mm	No	5
384	DN250mm by 100mm	No	5
385	DN 250mm by 200mm	No	5
386	DN 200mm by 50mm	No	5
387	DN 200mm by 100mm	No	5
388	DN 150mm by 50mm	No	5
389	DN 100mm by 50mm	No	5
390	DN 50mm by 50mm	No	50
391	DN 100mm by 100mm	No	50
392	DN 150mm by 150mm	No	50
393	DN 200mm by 200mm	No	50
394	DN 250mm by 250mm	No	50
395	DN 300mm by 300mm	No	20
396	DN 350mm by 350mm	No	20
397	DN 400mm by 400mm	No	20
398	DN 450mm by 450mm	No	20
399	DN 500mm by 500mm	No	20
400	DN 500mm by 600mm	No	20
401	DN 500mm by 50mm	No	20
402	DN 500mm by 100mm	No	20
403	DN 500mm by 200mm	No	20
404	DN 600mm by 50mm	No	5
405	DN 600mm by 100mm	No	5
406	DN 600mm by 200mm	No	5
407	DN 450mm by 50mm	No	5
408	DN 450mm by 100mm	No	5
409	DN 450mm by 200mm	No	5
410	DN 400mm by 50mm	No	5
411	DN 400mm by 100mm	No	5
412	DN 400mm by 200mm	No	5
413	DN 350mm by 50mm	No	5
414	DN 350mm by 100mm	No	5
415	DN 350mm by 200mm	No	5
416	DN 300mm by 50mm	No	5
417	DN 300mm by 100mm	No	5
418	DN 300mm by 200mm	No	5
419	DN 250mm by 50mm	No	5

420	DN250mm by 100mm	No	5
421	DN 250mm by 200mm	No	5
422	DN 200mm by 50mm	No	5
423	DN 200mm by 100mm	No	5
424	DN 150mm by 50mm	No	5
425	DN 100mm by 50mm	No	5
426	DN 200mm by 100mm	No	10
427	DN 250mm by 100mm	No	10
428	DN 300mm by 100mm	No	10
429	DN 350mm by 150mm	No	10
430	DN 400mm by 150mm	No	10
431	DN 450mm by 200mm	No	10
432	DN 500mm by 200mm	No	10
433	DN 600mm by 200mm	No	10
434	DN 800mm by 200mm	No	10
435	DN 1000 mm by 300mm	No	10
436	DN 200mm by 100mm	No	100
437	DN 250mm by 100mm	No	30
438	DN 300mm by 100mm	No	30
439	DN 350mm by 150mm	No	30
440	DN 400mm by 150mm	No	30
441	DN 450mm by 200mm	No	30
442	DN 500mm by 200mm	No	30
443	DN 600mm by 200mm	No	30
444	DN 800mm by 200mm	No	30
445	DN 1000 mm by 300mm	No	30
446	DN 80mm by 40mm	No	100
447	DN 80mm by 50mm	No	100
448	DN 100mm by 40mm	No	100
449	DN 100mm by 50mm	No	100
450	DN 100mm by 80mm	No	100
451	DN 200mm by 100mm	No	50
452	DN 200mm by 150mm	No	50
453	DN 250mm by 100mm	No	50
454	DN 300mm by 200mm	No	50
455	DN 350mm by 200mm	No	50
456	DN 400mm by 200mm	No	10
457	DN 450mm by 200mm	No	2
458	DN 500mm by 300mm	No	2
459	DN 600mm by 300mm	No	2
460	DN 800mm by 300mm	No	2
461	DN 1000mm by 300mm	No	2
SURFACE BOX			

	Surface box with cover lid made of grey cast iron, bituminized and the body made of polyamide and fiber glass and Safety pin made of stainless steel. The specification to be as per attached images		
462			10
RUBBER-METAL FLANGE GASKET, NBR RUBBER, SPEAR-SHAPE KGS/G II DESIGN (flange gaskets with steel insert)			
463	DN 50mm	No	100
464	DN 75mm	No	50
465	DN 100mm	No	50
466	DN 150mm	No	50
467	DN 200mm	No	50
468	DN 250mm	No	50
469	DN 300mm	No	50
470	DN 350mm	No	10
471	DN 400mm	No	10
472	DN 450mm	No	10
473	DN 500mm	No	10
463	Water Meter Gasket ¾ " Rubber	mtrs	2000
464	Water Meter Gasket ½ " Rubber	mtrs	2000
465	Gasket 5mm thick (Match PN 16 fittings)	Roll	50
466	Bondex	kgs	2000
467	Solvent cement (Tangit)	Kgs	500
468	silicon	Pkt	100
469	Die stock ½"- 2"	No.	50
470	Boss white	kgs	1000
471	Hemp	ft	1000
472	Gland packing ¼"	ft	100
473	Gland packing ½"	ft	100
474	Gland packing ¾"	ft	100
475	Gland packing 1"	ft	100
476	Bolts, nuts & Washers M8, 80mm long GRADE 8-8	No.	200
477	Bolts, nuts & Washers M10, 80mm long GRADE 8-8	No.	100

478	Bolts, nuts & Washers M12, 80mm long GRADE 8-8	No.	100
479	Bolts, nuts & Washers M16, 80mm long GRADE 8-8	No.	100
480	Bolts, nuts & Washers M18, 80mm long GRADE 8-8	No.	200
481	Bolts, nuts & Washers M20, 80mm long GRADE 8-8	No.	100
482	Bolts, nuts & Washers M22, 80mm long GRADE 8-8	No.	100
483	Bolts, nuts & Washers M24, 80mm long GRADE 8-8	No.	100
484	Bolts, nuts & Washers M27, 80mm long GRADE 8-8	No.	200
485	Bolts, nuts & Washers M30, 80mm long GRADE 8-8	No.	100
486	Bolts, nuts & Washers M36, 80mm long GRADE 8-8	No.	100
487	Bolts, nuts & Washers M42, 80mm long GRADE 8-8	No.	100
488	Bolts, nuts & Washers M8, 100-150mm long GRADE 8-8	No.	200
489	Bolts, nuts & Washers M10, 100-150mm long GRADE 8-8	No.	100
490	Bolts, nuts & Washers M12, 100-150mm long GRADE 8-8	No.	100
491	Bolts, nuts & Washers M16, 100-150mm long GRADE 8-8	No.	100
492	Bolts, nuts & Washers M18, 100-150mm long GRADE 8-8	No.	200
493	Bolts, nuts & Washers M20, 100-150mm long GRADE 8-8	No.	100
494	Bolts, nuts & Washers M22, 100-150mm long GRADE 8-8	No.	100
495	Bolts, nuts & Washers M24, 100-150mm long GRADE 8-8	No.	20
496	Bolts, nuts & Washers M27, 100-150mm long GRADE 8-8	No.	20
497	Bolts, nuts & Washers M30,100-150mm long GRADE 8-8	No.	20
498	Bolts, nuts & Washers M36,100-150mm long GRADE 8-8	No.	20
499	Bolts, nuts & Washers M42, 100-150mm long GRADE 8-8	No.	20
500	Shower Roses ½"	No.	50
501	Shower Roses ¾"	No.	50
502	Rubber Rings 400mm	No.	50
503	Rubber Rings 110mm	No.	50
504	Thread tape, 19 mm x 30 m	No.	1000

1. DETAILED TECHNICAL SPECIFICATIONS AND STANDARDS [DESCRIPTION OF PRODUCT

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

- iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- 1.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.
- 1.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.
- 1.5 If a summary of the Technical Specifications(TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

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

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

TECHNICAL SPECIFICATIONS

1. RESILIENT SEAT GATE VALVE, PN16

Product description:

Resilient seat gate valve to BS EN 1074-2 / BS 5163-1 for water and waste water. Temperature range: -10° C to +70° C. 10% solid matter. Insulation essential for temperatures of 0° C and below. Maximum Working pressure: 16 Bar.

Design standards: ·

EN 1074 part 1 & 2 · Face-to-face dimension according to EN 558 Table 2 Basic Series 3 · Flange drilling to EN1092, PN16 · WIMES 8.09 Compliant

Test/Approvals: ·

Hydraulic test according to EN 1074-1 and 2 / EN 12266 · WRAS approved to max. 50°C · Drinking Water Inspectorate Regulation 31 compliant

Features: ·

Cap top as standard. · Ductile iron wedge, fully vulcanized with EPDM rubber. · O-ring stem seals replaceable under pressure. · Fully corrosion resistant construction. · Blue fusion bonded epoxy coating, in accordance with WIS 4-52-01. · Body, bonnet and gland bolts sealed with hot melt. · Lifting bars. ·

Options:

PN10 flange drilling. ISO flange gland version for gearbox and actuator mounting (21/78). o Version available for salt laden environments (21/58). ·

Safety Note:

The valves accommodate lifting bars for the safe handling of valves. These lifting bars are rated to the weight of the bare valve and stem cap (where fitted) only and should not be utilized if

the valve is fitted with pipe, mechanical pipe joints, gearboxes, actuators or any other external fitment.

2. TENSILE FLANGE ADAPTORS DEDICATED FOR PE PIPES

1. Range

DN40-300 / PN16

2. Product description

General

The coupling shall be a short piece of tubing with a loose bracket at each end that joins two pipe ends by gripping and closing tight around their outer diameter.

It shall be suited for use with water or other neutral liquids as medium.

A gripping mechanism shall be fitted with teeth to keep the pipes together if exposed to axial forces. It shall consist of a gripping element optimized for gripping plastic tubes.

Coating

Coating shall be 250 µm blue RAL 5017 epoxy applied acc. To GSK, DIN 3476 and EN14901

Sleeve

The sleeve shall be made of ductile iron and following information shall be cast into the body: Manufacturer, pressure class, nominal inner pipe diameter, outer diameter span.

Materials

Rubber gaskets shall be drinking water approved EPDM.

Fasteners shall be A2 bolts/A4 nuts, anti-friction coated.

The elements in the gripping mechanism shall be alternating gunmetal (CC491K) for Plastic pipes (PE and uPVC). Plastic backup is not allowed.

Installation/operation

The coupling must only be used with PE and uPVC pipes.

The bolts fastening the clamps around the pipes shall go through both loose brackets and only be tightened by a nut in one end.

Maximum angular deflection shall be 3.5°. Temperature range -20°C to 70°C.

Plastic end covers shall protect the interior of the coupling during transportation.

Quality

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

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

3. Standards and Approvals

Design and testing shall be in accordance with following:

- EN12842

Materials shall be according to following:

- EN 1563 (ductile iron)
- EN 10088 (stainless steel)
- EN 1982 (bronze)
- EN 681-1 (rubber)

3. AIR VALVES

Air valves shall be either:

Single (small) orifice valves (SAV), for the discharge of air during the normal operation of the pipeline.

Double orifice valves (DAV), consisting of a large orifice and a small orifice. These shall permit

the bulk discharge of air from the main during filling and air inflow when emptying in addition to the discharge of small quantities of air during normal operating conditions.

Automatic air valves are designed with a very soft and sensitive seal. It enables effective discharge of accumulated air from the system while it is under pressure. The automatic air release valve are lightweight and compact with a 12mm² orifice enabling the release of air at high flow rates not being exposed to obstruction by debris. All operating parts are made of specially selected corrosion-resistant materials.

Product description: · Automatic air valve for water and neutral liquids to max. 60°C (temporarily up to 90°C)

Standards: Hydraulic test according to EN 1074-1, 2 and 4 / EN 12266

Test/Approvals

Hydraulic test according to EN 1074-1 and 2 / EN 12266

Hydraulic test according to EN 1074-1, 2 and 4 / EN 12266

Belgaqua approved material

Approved according to DIN-DVGW Certificate NW-6215BS5030

Approved according to WRAS

Features:

Orifice size of 12 mm²

The enlarged orifice is less exposed to obstruction by debris

The orifice in the automatic valve releases large volumes of air at high flow rates when the line is under pressure

The valve’s rolling seal mechanism design is less sensitive to different pressures than a direct float seal, thus enabling a one size orifice for a wide pressure range (from 0.2 up to 16 bar)

Body of high-strength composite material

All operating parts of corrosion-resistant materials

Very low weight

With BSP thread connection

Working pressure range: 0.2 – 16 bar

Component list:

1. Body	PA, reinforced	4. Float	PP
2. Rolling seal	EPDM rubber	5. O-ring	NBR rubber
3. Clamping key	PA, reinforced	6. Base	PA / brass

4. NON-RETURN VALVES

Swing Check Valves

Non-return valves shall be suitable for waterworks purposes and shall be manufactured to comply with the general requirements of BS EN 12334:2001. They shall be double flanged type, non-slamming and recoilless on flow reversal.

Valves of DN 700 and larger shall be of the multi-disc type or tilting disc type. The valves shall have a high-grade cast-iron body and cover to BS EN 1561:2011 Grade 220/260 with gun metal nickel bronze alloy door seating. The hinge pin shall be of stainless steel carried on non-corrodible bearings.

Nozzle Check Valves

Nozzle check valves shall be slam free closing with a streamlined cross section as manufactured by Mannesmann Demag or similar.

5. PRESSURE REDUCING VALVES

Pressure reducing valves shall automatically reduce a higher inlet pressure to a steady lower downstream pressure regardless of changing flow rate or varying inlet pressure. The valve shall be a hydraulically operated pilot controlled diaphragm type, globe or angle valve.

The main valve shall have a single removable seat and a resilient disc.

6. BALL FLOAT VALVES

Ball float valves which are to be installed within reservoirs shall be the delayed action type to eliminate inflow at small valve openings. They shall be fitted with a stilling chamber, auxiliary float valve and inlet bellmouth with regulating valve. The main valve shall be fitted with a long actuating lever to provide a long float travel for slow valve closure.

Valves shall be of the right angle pattern type with flanged inlet and have a resilient synthetic rubber disc which forms a drop tight seal against a removable seat insert. Valves shall be free of cavitation and vibration under the specified working conditions. Flanged tapers shall be provided on the inlets as necessary to suit the size of valves proposed.

Valves shall be capable of withstanding the maximum static pressure and of passing the maximum flow rate shown. Orifice plates shall be provided as necessary to absorb excess working pressure at the initial flow rates indicated.

The pressure rating of the valve shall be cast into the body of the valve.

7. CONSTANT FLOW VALVES

Constant flow valves shall maintain a constant rate of flow regardless of fluctuations in upstream pressure.

Valves shall be hydraulically operated, diaphragm actuated globe pattern. They shall have a resilient synthetic rubber disc which forms a drop tight seal against a removable seat insert. The diaphragm assembly and valve stem shall be fully guided at both ends by bearings in the valve cover and valve seat. The diaphragm shall consist of nylon fabric bonded with synthetic rubber. Packing glands and stuffing boxes are not permitted and there shall be no pistons operating the valve or pilot controls.

The pilot control shall be direct acting diaphragm valve designed to close when the actuating differential increases beyond the spring setting. The actuating differential pressure shall be produced by a thin edged orifice plate installed in an orifices flange downstream of the valve. Any necessary repairs to the valve shall be accomplished without removing the valve from the main.

Valves shall be sized to pass the maximum continuous flow stated on the drawings at the working pressure given. The pressure rating of the valve shall be cast into the body of the valve.

8. GATE VALVES

General

Valves for normal duty on water pipelines with pressure ratings up to PN25 shall be key operated cast iron flanged gate valves for waterworks purposes generally complying with the requirements of BS 5163-1:2004. All Gate Valves shall be supplied with a 10 year manufacturer's warranty.

Cast iron gate valves for pressure ratings to PN14 shall be cast iron flanged valves complying

with BS 5150 replaced by BS EN 1171:2002 or cast iron parallel slide valves complying with BS EN 1171:2002.

Butterfly valves for pressure ratings of up to PN14 shall be double flanged wafer type butterfly valves complying with BS EN 593:1998.

Unless otherwise specified valves for use on steel pipes shall be flanged, where butt-weld ends are specified valves shall comply with BS EN 1984:2010, or BS EN 13709:2010.

Wedge Gate Valves for Manual Operation

Valves up to and including DN 300 shall be of the resilient seal type and valves larger than DN 300 shall have metal seals.

Spindles shall be of the non-rising type and screwed so as to close the valves when rotated in the clockwise direction. The direction of closing shall be clearly cast on the valve cap or hand wheel as appropriate. The valves shall be constructed of the following materials:

body	- cast iron;
spindle	- forged bronze or stainless steel;
metal faces and seal	- gunmetal.

The valves shall be suitable for the unbalanced head as specified or indicated in the schedules. Suitable gearing and anti-friction devices such as ball bearing thrust collars shall be provided as necessary to enable opening and closing by manual operation at the pressure stated, using an effort no greater than 26kg on the tee key or hand wheel supplied. Hand wheels shall not exceed 500mm diameter. A bypass with gate valve forming an integral part of the valve shall be provided where recommended by the valve manufacturer for the pressures specified.

Gearing on valves of DN 300 and less shall be enclosed in a sealed gearbox suitable for buried installation and operated with a tee key. Except where shown in the Drawings, all valves exceeding DN 300 shall be provided with bevel gearing and hand wheels. Valves to be used for washouts and isolating air valves shall have screwed seats.

Extension spindles shall be galvanized or stainless steel adequately supported with cast iron brackets, and of sufficient diameter to prevent any whiplash effect through twisting when being used to operate the valves. The spindles shall be capped for key operation. Valve caps shall be fitted with hexagonal set screws.

Valves shall be coated with an approved epoxy complying with DIN 30674-3. Keys for valve operation shall be of sufficient length so that the valves can be operated by a man standing, but shall not exceed 1.2m in length, and shall have a detachable cross bar.

9. RUBBER-METAL FLANGE GASKET, NBR RUBBER, SPEAR-SHAPE KGS/G II DESIGN (FLANGE GASKETS WITH STEEL INSERT)

Flange gaskets with steel insert are suitable for flanges made of steel, stainless steel, glass fiber reinforced plastic, PP, PVC, PE and for coated flanges. The flange gaskets are e in EPDM for water applications.

Standards: Designed according to DIN EN 1514-1

Test/Approvals: Approved according to DVGW ·
Approved according to EN 682

Features: Vulcanized rubber gasket in NBR shore A 70 with spear-shaped cross section · Inside a fully centered and vulcanized steel ring offering a good absorption of surface pressure · Outer diameter self-centering to the inner diameter of the screw holes · Suitable for use with gas and oily wastewater · NBR exhibits good resistance against aliphatic hydrocarbons, mineral oils, diesel oil, petrol, etc. and as such well suited for media containing hydrocarbons and combustible gases. NBR can also be used with wastewater and with service and industrial water systems

10. PRESSURE REDUCING CONTROL VALVE, PN16

RANGE

DN 450, PN 16 with downstream pressure of maximum **5 Bars** after regulating the valve

PRODUCT DESCRIPTION

I. General

The product shall be a flanged, diaphragm operated control valve with reduced bore and a parabolic plug.

The fluid medium shall be water.

II. Body and coating

The body shall be made of ductile cast iron grade GJS-500-7 internally and externally corrosion protected with 300 µm blue RAL 5017 epoxy to GSK.

Face to face shall be according to EN558 table 1 and flange drilling shall be according to EN1092.

Following information shall be cast into the body:

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

Following information shall be shown on the label:

- Bar code
- Product number

Trim Materials

Pilot and main valve parts like seat, plug, etc., shall be made of stainless steel AISI 304.

Fittings, pipes, unions, etc. constituting the connection between main valve and control module block shall be made of Ni-plated brass.

Diaphragm support and adjoining spacer shall be ductile iron.

Sealing parts shall be drinking water approved rubber EPDM/WRAS.

III. Control mode

The control mode shall be pressure reducing, downstream from **PN 12** to **PN 8** after adjustments.

IV. Operation

The valve trim shall be able to regulate without cavitation damaging the plug and seat.

Maximum operating temperature shall be at least 70°C.

V. Quality

The manufacturer shall be ISO 9000 certified and audited by independent third party. Each produced item shall be inspected and tested for compliance with the product standards and local market specification.

STANDARDS AND APPROVALS

Design and testing shall be in accordance with following:

- EN 1074-5 (water supply, control valves)
- EN1092 (flange dimensions)
- EN 12266 (test pressure)
- EN 558 (face-to-face)

Materials shall be according to:

- EN 10088 (stainless steel)
- EN 10213 (cast stainless steel)
- EN 1563 (cast iron)
- GSK

(Coating) -

DIN 3476

All composite materials in contact with the water shall be approved for drinking water.

WARRANTY

The warrant should guarantee this product supplied to RUJWASCO for a 12 month consecutive period since the delivery date. The warranty coverage period will correspond to the date on the final client's delivery note. The warranty shall covers all the parts manufactured/provided by the manufacturers.

11. DOUBLE ECCENTRIC BUTTERFLY VALVE, PN16, WELDED STAINLESS STEEL SEAT, IP68 GEARBOX,

Range - size and pressure

DN 450, PN 16

Product description

General

The valve shall be designed for installation in water supply systems for isolation of lines for maintenance or repair.

The fluid is a neutral liquid like drinking water or treated wastewater free of solids and fibrous impurities.

Basic design

The basic design shall be a double eccentric butterfly construction with flanged end connections and a resilient rubber seal. Face-to-face dimensions shall be according to EN 558 series 14 (DIN F4 - long).

Body and disc

The parts shall be cast in ductile iron, GJS-500-7. All surfaces shall be smooth with no grooves, splits or pockets.

Following markings shall be cast into the body:

- Manufacturer's brand
- Size
- Pressure class for housing and flange layout
- Body material

The label shall contain following information:

- Pressure class for differential pressure if this is smaller than the housing and flange layout
- Additional information for product standard
- Product number
- Barcode
- Max. application temperature
- Year of manufacture

Disc design shall be a flat plate installed in the valve housing in a double eccentric configuration.

Main Sealing System

The seal between disc and body shall consist of a resilient, replaceable, drinking water approved EPDM rubber ring around the perimeter of the disc pressing against a seat ring made of welded stainless steel, AISI 309L.

The rubber seal ring shall be held in position by a retainer ring in stainless steel.

Coating

Valve body and disc shall be both internally and externally corrosion protected with a 250 µm epoxy coating, blue RAL 5017, approved for drinking water, complying with DIN 3476 and GSK and applied in a GSK approved fusion bonding (FBE) process.

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

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

Shaft, Bearing and Shaft Seals

Shaft material shall be stainless steel 1.4057.

Connection between shaft and disc shall be cross pins (\geq DN 700) or key-keyway (\leq DN 600) and secured against blow-out.

Axial thrust bearing shall be a bronze disc against the steel end plate; it shall be adjustable and able to support the disc when installed in vertical position.

Radial bearings shall be steel bushings coated with a lead free, self-lubricating, PTFE/bronze composite sealed against the fluid by an O-ring.

Main shaft seal shall consist of a double O-ring, replaceable under pressure.

Internal bolts shall be grade A2.

Installation

The design shall allow for installation completely buried underground or submerged and for both horizontal and vertical flow direction and shaft orientation.

Operation

Operation shall be via gearbox with #12.3 input shaft, clockwise to close.

Maximum operating temperature shall be at least 70°C.

Lifetime, when used under normal conditions, shall be according to EN 1074.

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

Gearbox

Body and base plate material shall be cast iron.

The enclosure shall be immersion proof IP68 for completely buried operation, coated with 250 µm black epoxy, with shaft in high grade 1.4401 stainless steel and assembly screws in A2 stainless steel.

Quality

Type approval shall be acc. to EN-Standards.

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

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

3. Standards and Approvals

Design shall be created and tested in accordance with following:

- EN 1074-1 and -2 (water supply, isolating valves)
- EN 593 (industrial butterfly valves)
- EN 558 (face-to-face)
- EN 1092, (flange drilling)
- EN 12266 (leak test in production)

Materials shall be according to following:

- EN 1563 (cast iron)
- EN 10088 (stainless steel)
- EN 1982 (bronze)
- DIN 3476 (coating)
- GSK (coating)
- EN 681 (rubber seals, water)

The sealing materials shall be approved for drinking water by DVGW, WRAS, KIWA, ACS.

The complete valve shall be approved for drinking water by ACS, DVGW and WRAS (DN≤600), KIWA (DN≤800).

12. DOUBLE FLANGED NON RETURN/CHECK VALVE

Range

DN 50-300, PN 10-16

Product Description

General

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

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

Basic design

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

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

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

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

Coating

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

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

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

Body/Bonnet

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

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

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

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

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

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

Following information shall be cast into the body:

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

Following information shall be shown on the label

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

Disc and rubber

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

Hinge

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

Shaft

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

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

The shaft shall protrude to the right for lever attachment. The shaft end shall be hexagonal to allow for 6 different positions of the lever.

The shaft seal in protruding side shall consist of at least two O-rings.

Main Seal

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

Installation

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

Flow can be horizontal or rising vertical.

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

Operation

The valve shall operate automatically.

Lifetime shall acc. to EN 1074.

Maximum operating temperature shall be at least 70°C.

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

or inspection.

Quality

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

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

Standards and Approvals

The design and testing shall be in accordance with following:

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

Materials shall be according to following:

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

Resilient rubber shall be tested according to

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

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

Accessories

Following accessories shall be available:

- lever and weight
- lever and spring
- position switch
- combi flanges
- by-pass

13. DISMANTLING JOINT PN16, WITH TIE RODS & PN25 DRILLING

Product description:

Dismantling joint of mild steel, with reduced number of tie rods, PN16. For neutral liquids and treated wastewater free from solids and fibrous impurities to max 70°C.

Standards: Standard flange drilling to EN1092-2 (ISO 7005-2), PN16

Test/Approvals: WRAS approved materials Type tested to 1.5 X PN

Features:

Cost effective installation and dismantling with only a few tie-rods ·

Compensates for axial displacement of the pipe during installation and dismantling as the telescopic action between the inner and outer flange body allows for longitudinal adjustment ·

Designed with a gland ring arrangement to apply compression on the seal ·

Standard axial adjustment of ±60 mm ·

Angular deflection: DN700 & 800 is +/- 3° DN900 & 1200 is +/- 2°

Mild steel with fusion bonded epoxy coating to WIS 4-52-01 ·

Studs, nuts and tie-rods of zinc plated and passivated steel 4.6 ·

Optionally with studs, nuts and tie-rods of stainless steel A2 or acid-resistant stainless steel A4

Optionally PN 25 ·

Option of any drilling within design tolerance ·

Notice: Tie-rods provide end load capabilities for maximum working pressure / maximum unbalanced pressure up to max 16 bar.

14. BALL FLOAT VALVE, PN16 WITH LEVER AND FLOAT,

The ball float valves are designed to be fitted in the top of a tank or reservoir to automatically control the rate of filling and shut off completely when a predetermined level is reached. The balanced equilibrium design makes sure that operation is smooth and reliable.

Product description:

Balanced equilibrium float valve for water and other neutral liquids to max. 70°C. Maximum

Working Pressure: 16 bars.

Standards: Standard flange drilling to EN1092-2 (ISO 7005-2), PN16

Test/Approvals: Seat: 1.1 x PN. Body: 1.5 x PN.

Features:

Right angled design. ·
Long actuating lever for slow closure. ·
Flanged outlet for fitting of downpipe. ·
Drop tight shut off. ·
Fully removeable bronze cylinder. ·
Easily maintained. ·
Float in control of valve at all positions of travel. ·
Face and piston seals easily replaceable. ·
Float position adjustable in horizontal plane

15. FLANGE ADAPTOR FOR CI, DI, IMP. PVC/STEEL, PVC PIPES, PN16. MAXIMUM WORKING PRESSURE: 16 BAR

Design standards:

Flange drilling to EN1092, PN16

Angular deflection:

< than DN600 is $\pm 4^\circ$
DN700 to DN800 is $\pm 3^\circ$
DN900 to DN1200 is $\pm 2^\circ$

TEST/APPROVALS:

Hydraulic test: 1.5 x PN
Belgaqua approved material
WRAS approved materials
Drinking Water Inspectorate Regulation 31 compliant

Features:

EPDM seals
Corrosion resistant construction
Short lead times
Fusion bonded epoxy coating to WIS 4-52-01
Fasteners in stainless steel A4. Nut coated to prevent galling.
Sealing range nominal diameter +2mm to -5mm

16. GALVANIZED IRON PIPES AND FITTINGS

Galvanized Iron (GI) pipes are steel pipes coated with zinc for corrosion resistance, primarily used for water, gas, and plumbing, with nominal bores (NB) ranging from DN 15mm to 200mm.

They conform to standards like IS-1239, ASTM A53, and BS 1387, with thicknesses classified as Light (Class A), Medium (Class B), or Heavy (Class C).

- **Pipe Standard (ISO 65/BS 1387):** Covers steel tubes suitable for screwing and socketing. Commonly categorized into Light (Class A), Medium (Class B), and Heavy (Class C).
- **Galvanizing Standard (ISO 1461):** Specifies the hot-dip galvanized coating requirements. It dictates that the zinc coating must be continuous, adherent, and smooth, with a thickness based on the steel thickness (e.g., >3mm steel requires $\geq 55\mu\text{m}$ average coating thickness or 395 g/m²)
- **Dimensions & Tolerance:** Nominal sizes range from 15mm to 150mm (6") or higher, often with a diameter tolerance of
- **End Finish:** Pipes are typically supplied with threads (screwed) and sockets (threaded couplings).

DRAWINGS

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

List of Drawings		
Drawing No.	Drawing Name	Purpose

2. INSPECTIONS AND TESTS

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

**PART 3 - CONDITIONS OF CONTRACT
AND CONTRACT FORMS**

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

p) **“Procuring Entity”** means the Entity named in the Special Conditions of Contract.

2. Interpretation

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

2.2. Incoterms

a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

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

a) the Contract Agreement,

b) the Letter of Acceptance,

c) the General Conditions of Contract

d) Special Conditions of Contract

e) the Form of Tender,

f) the Specifications and Schedules of the Drawings (if any), and

g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

3.2 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

3.3 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

5. Entire Agreement

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

4.2 Amendment

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

4.3 Non-waiver

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

4.4 Severability

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

6. Language

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

7. Joint Venture, Consortium or Association

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

8. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

9. Notices

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

proof of receipt.

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

10. Governing Law

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

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

a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

11. Settlement of Disputes

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

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

10.2 Arbitration proceedings shall be conducted as follows:

10.21 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

10.22 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.23 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

10.24 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

10.25 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

10.26 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of

the delivery of goods.

- 1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

103 Arbitration Proceedings

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

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

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

1033 Alternative Arbitration Proceedings

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

104 Arbitration with Foreign Suppliers

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

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

105 Alternative Arbitration Proceedings

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

106 Failure to Comply with Arbitrator's Decision

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

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

10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

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

12. Inspections and Audit by the Procuring Entity

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

13. Scope of Supply

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

14. Delivery and Documents

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

15. Supplier's Responsibilities

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

16. Contract Price

- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.
- 15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: (*corrected tender price – tender price*)/*tender price* X 100.

17. Terms of Payment

- 161 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the **SCC** to the Procuring Entity.
- 162 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 163 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the **SCC**.
- 164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 165 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

18. Taxes and Duties

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

19. Performance Security

- 181 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 182 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 183 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.
- 184 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

20. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier,

or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

21. Confidential Information

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

22. Subcontracting

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

23. Specifications and Standards

- 22.1 Technical Specifications and Drawings
- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

24. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

25. Insurance

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

26. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC**:
 - a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

27. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor,

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

- 263 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 264 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 265 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 266 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 267 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.
- 268 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

28. Liquidated Damages

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

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials,

and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 283 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 284 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 285 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 286 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 293 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 294 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 295 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers,

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

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

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

31. Change in Laws and Regulations

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

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - b) the method of shipment or packing;
 - c) the place of delivery; and
 - d) the Related Services to be provided by the Supplier.
- 332 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 333 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 334 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 335 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerates the delivery period; or
 - b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
 - c) improves the quality, efficiency or sustainability of the Goods; or
 - d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.
- 336 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
- (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
- 337 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

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

extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

35. Termination

35.1 Termination for Default

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

35.2 Termination for Insolvency.

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

35.2 Termination for Convenience.

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

36. Assignment

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

37. Export Restriction

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

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

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

GCC clause reference	SCC reference
GCC 1.1 (h)	The Procuring Entity is: RUIRU JUJA WATER AND SEWERAGE COMPANY LIMITED
GCC 28.3	The Final Destination is RUIRU JUJA WATER AND SEWERAGE COMPANY
GCC 8.1	For notices, the Procuring Entity's address shall be Managing Director, Ruiru Juja Water and Sewerage Company, P.O Box 1165-00232, RUIRU
GCC 10.4.2	The place of Arbitration shall be Nairobi, Kenya Language of arbitration shall be English
GCC 13.1	Details of shipping and other documents to be furnished by the Supplier are; <ul style="list-style-type: none"> a. Delivery note b. Commercial Invoice c. Packing List d. Warranty e. Inspection and Test analysis f. Product data sheet and safety data sheet clearly stating the product specifications, performance standards and product use guide. g. Certificate of origin Manufacturer Authorization Form
GCC 15.1	The prices charged for the goods supplied and related services performed shall NOT be adjustable save for an increase/decrease in the quantities required
GCC 16.1	Payment for Goods Payment shall be made within a credit period of Thirty (30) days after supply and delivery, inspection, testing (where applicable) and acceptance All prices are inclusive of ALL applicable taxes Advance Payment No advance is allowed
GCC 18.1	Performance security shall be Kshs Two Million only 2,000,000.00 in the Form of a Bank Guarantee or Irrevocable Letter of Credit drawn by a bank licensed by the Central Bank of Kenya and operating in Kenya renewable annually
GCC 18.4	Discharge of the performance security shall take place within 30 days after expiry of the contract
GCC 25.2	Not Applicable
GCC 26.1	Inspections of the lubricants shall be physical confirmation of the goods receipt against the specifications set in the contract
GCC 28.5	Period for repair or replacement shall be immediate.

SECTION VIII - CONTRACT FORMS

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

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

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

FORMAT

1. For the attention of Tenderer's Authorized Representative
 - i) Name: _____ [insert Authorized Representative's name]
 - ii) Address: _____ [insert Authorized Representative's Address]
 - iii) Telephone: _____ [insert Authorized Representative's telephone/fax numbers]
 - iv) Email Address: _____ [insert Authorized Representative's email address]
 [IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]
2. Date of transmission: _____ [email] on [date] _____ (local time)
 This Notification is sent by _____ (Name and designation) _____

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

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:
4. Request a debriefing in relation to the evaluation of your tender
 Submit a Procurement-related Complaint in relation to the decision to award the contract.
 - a) The successful tenderer
 - i) Name of successful Tender _____
 - ii) Address of the successful Tender _____
 - iii) Contract price of the successful Tender Kenya Shillings _____
 _____ (in words)
 - b) Other Tenderers
 Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

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

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

- e) There are four essential requirements:
 - i) You must be an ‘interested party’. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.
7. **Standstill Period**
 - i) DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).
 - ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
 - iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

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

On behalf of the Employer:

Signature:

Name:

Title/position:

Telephone:

Email: _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....**APPLICANT**

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____ *[Date]*

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

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

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

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

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., _____ *[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:
 - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
 - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate designation]* In the presence

of _____ *[insert identification of official witness]* **For and on behalf**

of the Supplier

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]* in

the capacity of _____ *[insert title or other appropriate designation]* in

the presence of _____ *[insert identification of official witness]*

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

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

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

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

[Guarantor letterhead or SWIFT identifier code]

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

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Employer”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
 - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

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

[Guarantor letterhead]

Beneficiary:

_____ *[Insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____
reference number]

[Insert guarantee

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

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

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

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

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

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

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

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

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

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

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

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission. For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

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

Tender Reference No.: _____ [insert identification no]

Name of the Assignment: _____ [insert name of the assignment] to:
 _____ [insert complete name of Procuring Entity]

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

- I) We here by provide the following beneficial ownership information.
Details of beneficial ownership

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

OR

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

OR

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

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

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

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

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

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

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

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